Terms and Conditions

Effective as at 1 June 2009



This booklet sets out the Terms and Conditions of your account.

These terms are legally binding on you in your dealings with us.

This document is effective 1 June 2009. The information in it is subject to change. We will provide updated information by giving you notice (if this were required, such as if the change were materially adverse to you) or by posting the information on our website. You can get a paper copy of any updated information without charge by contacting us.

You may contact us:

- By calling **132 032**
- By visiting our website www.westpac.com.au
- By visiting any of our branches or In-stores
- By writing to us at GPO Box 3433, Sydney NSW 2001
- By sending an email to **online@westpac.com.au**

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<u>6</u> Part 1

1. Summary of Fees and Charges -

Fees	Westpac Choice	Westpac Choice eAccount	Classic Plus
Minimum Monthly Balance to avoid Monthly Service Fee	N/A	N/A	\$5,000
Minimum total monthly customer initiated deposits to avoid Monthly Service Fee⁵	\$2,000	N/A	NZA
Monthly Service Fee	\$5.00 \$7.00 ³ where the account is part of Westpac Plus Package	\$3.00 \$5.00 ³ where the account is part of Westpac Plus Package	\$10.00
Free Monthly Withdrawal Allowance ¹	Unlimited	Unlimited electronic	25
Free Monthly Telephone Banking Enquiries	Unlimited	Unlimited	Unlimited
Transaction Fees (charge per t	ransaction when free monthly	withdrawal allowance is exce	eded)
Telephone Banking (automated)	Free	Free	\$0.40
Telephone Banking (staff assisted)	Free	\$3.00	\$2.50
Internet Banking	Free	Free	\$0.25
Westpac Group branded ATM	Free	Free	\$0.60
EFTPOS	Free	Free	\$0.60
Cheque Withdrawals ²	Free	\$1.00	\$1.00
Direct Debits	Free	Free	\$0.25
Branch Staff-Assisted Withdrawals	Free	\$3.004	\$2.50

1. Based on when we process the withdrawal to your account, which may be on a date after the day on which you make the withdrawal.

2. Available to customers over the age of 18 years old.

- 3. For more information refer to clause 30 of the Terms and Conditions booklet.
- 4. Staff assisted withdrawals for people with a disability are charged \$0.60 for each withdrawal in excess of the free withdrawal allowance on the Deeming Account.
- 5. If you make a deposit after the last business day of the month, that deposit will be included in the minimum monthly calculation for the following month.

Day-to-day Accounts

Westpac Choice Student	Westpac Choice Youth	Basic Account	Deeming Account
N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A
Nil	Nil	Nil	Nil
Unlimited	Unlimited	Unlimited	8
Unlimited	Unlimited	Unlimited	12
Free	Free	Free	\$0.40
Free	Free	Free	\$2.50
Free	Free	Free	\$0.25
Free	Free	Free	\$0.60
Free	Free	Free	\$0.60
Free	N/A	N/A	\$1.00
Free	Free	Free	\$0.25
Free	Free	Free	\$2.50 ⁴

Part 1

1. Summary of Fees and Charges –

Fees	Westpac Choice	Westpac Choice eAccount	Classic Plus	
Transaction Fees (charge per tr	Transaction Fees (charge per transaction not included in the free monthly withdrawal allowance)			
Non-Westpac Group ¹ branded ATM withdrawal	Nil	Nil	Nil	
Non-Westpac Group ¹ branded ATM enquiries	Nil	Nil	Nil	
Overseas ATM Cash Withdrawal ²	\$5.00	\$5.00	\$5.00	
Overseas ATM Balance Enquiry	Nil	Nil	Nil	
Westpac Foreign Transaction Fee	The fee amount charged is dependent on the nature of the transaction. See footnote 3 below for further details.	The fee amount charged is dependent on the nature of the transaction. See footnote 3 below for further details.	The fee amount charged is dependent on the nature of the transaction. See footnote 3 below for further details.	

- 1. Non-Westpac Group branded ATMs apply an ATM operator fee by the ATM Owner, which is disclosed at the time of the transaction on the ATM screen. This fee will be debited on the day (or next business day) of the transaction and itemised separately on your statement.
- Nil for cash withdrawals from ATMs belonging to institutions in the Global ATM Alliance. Details of how to access your accounts using overseas ATMs and of participating institutions in the Global ATM Alliance are available in the 'A banking guide for overseas travel' brochure.

Some overseas banks may also apply a surcharge to withdrawals from their ATMs. This should be drawn to your attention before you proceed with your transaction. This surcharge amount will be added to your withdrawal amount, converted to Australian dollars and debited to your account as one transaction.

- 3. The Westpac Foreign Transaction fee is payable and will be incorporated into the \$AUD transaction amount shown on your statement. The fee charged will either be:
 - (a) 3% of the \$AUD transaction amount where a transaction is made in foreign currency and the merchant or financial institution accepting the card is located outside of Australia (comprising of 2% Westpac Processing Fee plus 1% Westpac On-Charged Scheme Fee);
 - (b) 2.2% of the \$AUD transaction amount where a transaction is made in foreign currency and the merchant or financial institution accepting the card is located in Australia (comprising of 2% Westpac Processing Fee plus a Westpac On-Charged Scheme Fee of 0.2%); or
 - (c) 0.5% of the \$AUD transaction amount where a transaction is made in Australian dollars and the merchant or financial institution accepting the card is located outside of Australia (comprising of a reduced Westpac On-Charged Scheme Fee of 0.5% only).

Day-to-day Accounts continued

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Westpac Choice Student	Westpac Choice Youth	Basic Account	Deeming Account
Nil	Nil	Nil	Nil
Nil	Nil	Nil	Nil
\$5.00	\$5.00	\$5.00	\$5.00
Nil	Nil	Nil	Nil
The fee amount charged is dependent on the nature of the transaction. See footnote 3 on page 8.	The fee amount charged is dependent on the nature of the transaction. See footnote 3 on page 8.	The fee amount charged is dependent on the nature of the transaction. See footnote 3 on page 8.	The fee amount charged is dependent on the nature of the transaction. See footnote 3 on page 8.

2. Summary of Features and Benefits -

Features	Westpac Choice ³	Westpac Choice eAccount ³	Classic Plus
Most suitable if you need	Unlimited access on an account for a flat monthly service fee.	Unlimited electronic access on an account for a flat monthly service fee.	An offset facility linked to a Westpac home loan.
Who is eligible to open one?	Personal customers only.	Personal customers only.	Personal customers only.
Minimum opening balance	N/A	N/A	N/A
Can account be opened over the telephone?	~	 ✓ 	~
Are funds at-call?	 ✓ 	V	 ✓
Will I get regular statements?	Quarterly	Quarterly	6 monthly
Will I earn interest?	×	×	×
Is bonus interest paid to the account?	×	×	×
How often is interest paid?	N/A	N/A	Quarterly (March, June, Sept, Dec)
Can I make Periodical Payments?	~	V	~
Is there an overdraft facility ¹ available?	~	v	~
Is cheque ¹ access available?	 ✓ 	V	V
Can I pay bills using BPAY?	v	V	 ✓
Is there an interest offset facility?	×	×	V
Is Debit MasterCard®2 card and Handycard access available?	~	V	V
Internet and Telephone Banking 24 hours 7 days	v	V	v

1. Customers must be over the age of 18.

2. Customers must be over the age of 18 and have an Australian residential address.

3. Where your Westpac Choice or Westpac Choice eAccount is part of Westpac Plus, additional benefits apply (see clause 30 of the Terms and Conditions booklet for further details).

Day-to-day Accounts

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Westpac Choice Student	Westpac Choice Youth	Basic Account	Deeming Account
Unlimited access on an account.	Unlimited access on an account.	A low-cost account if you're receiving Australian social security benefits paid into your account (only available if you have a Pensioner Concession Card or a Health Care Card).	An account that offers you an easy way to deal with Government deeming rules (available if you have a Pensioner Concession Card and in receipt of an Australian pension or are over the age 55 years and retired).
Personal customers who are undergoing full-time study and can provide proof of study.	Personal customer who are under the age of 21.	Personal customers who are holders of an Australian Pensioner Concession Card or Health Care Card and whose pension benefit is paid into the account.	Personal customers who are holders of a Pensioner Concession Card and in receipt of an Australian government pension or aged 55 years and over who are retired.
N/A	N/A	N/A	N/A
v	v	٧	v
v	V	v	v
Quarterly	Quarterly	6 monthly	6 monthly
×	×	×	v
×	×	×	×
N/A	N/A	N/A	Quarterly (March, June, Sept, Dec)
~	~	<u>۷</u>	v
×	×	×	×
v	×	×	v
v	V	v	v
×	×	×	×
V	V	V	V
V	v	V	v

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3. Summary of Fees and Charges -

Fees	Westpac Reward Saver ⁶
	N/A
Minimum Monthly Balance to Avoid Monthly Service Fee	
Monthly Service Fee	Nil
Free Withdrawal Allowance	0
Transaction Fees (charge per transaction when free withdraw	wal allowance is exceeded)
Telephone Banking (automated)	\$2.50
Telephone Banking (staff assisted)	\$2.50
Internet Banking	\$2.50
Westpac Group branded ATM	\$2.50
EFTPOS	\$2.50
Cheque Withdrawals ²	N/A
Direct Debits	\$2.50
Branch Staff-Assisted Withdrawals	\$2.50
Transaction Fees (charge per transaction not included in the	free monthly withdrawal allowance)
Non-Westpac Group ¹ branded ATM withdrawal	Nil
Non-Westpac Group ¹ branded ATM enquiries	Nil
Overseas ATM Cash Withdrawal ³	\$5.00
Overseas ATM Balance Enquiry	Nil
Westpac Foreign Transaction Fee	The fee amount charged is dependent on the nature of the transaction. See footnote 4 on page 13.

1. Non-Westpac Group branded ATMs apply an ATM operator fee by the ATM Owner, which is disclosed at the time of the transaction on the ATM screen. This fee will be debited on the day (or next business day) of the transaction and itemised separately on your statement.

- 2. Available to customers over the age of 18 years old.
- 3. Nil for cash withdrawals from ATMs belonging to institutions in the Global ATM Alliance. Details of how to access your accounts using overseas ATMs and of participating institutions in the Global ATM Alliance are available in the 'A banking guide for overseas travel' brochure.

Some overseas banks may also apply a surcharge to withdrawals from their ATMs. This should be drawn to your attention before you proceed with your transaction. This surcharge amount will be added to your withdrawal amount, converted to Australian dollars and debited to your account as one transaction.

Savings and Investments Accounts

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footnote 4 below for further details.

Westpac Cash Manager	Westpac eSaver	Term Deposits
\$10,000	N/A	N/A
\$5.00	Nil	Nil
Unlimited Internet and Telephone Banking electronic transactions only	Unlimited Internet Banking and Automated Telephone Banking electronic transactions only	NZA
Free	Free	N/A
\$2.50	N/A	N/A
Free	Free	N/A
\$0.50	N/A ⁵	N/A
\$0.50	N/A ⁵	N/A
\$0.50	N/A ⁵	N/A
\$0.25	N/A ⁵	N/A
\$2.50	N/A ⁵	N/A
Nil	N/A	N/A
Nil	N/A	N/A
\$5.00	N/A	N/A
Nil		
The fee amount charged is dependent on the nature of the transaction. See	N/A	N/A

- 4. The Westpac Foreign Transaction fee is payable and will be incorporated into the \$AUD transaction amount shown on your statement. The fee charged will either be:
 - (a) 3% of the \$AUD transaction amount where a transaction is made in foreign currency and the merchant or financial institution accepting the card is located outside of Australia (comprising of 2% Westpac Processing Fee plus 1% Westpac On-Charged Scheme Fee);
 - (b) 2.2% of the \$AUD transaction amount where a transaction is made in foreign currency and the merchant or financial institution accepting the card is located in Australia (comprising of 2% Westpac Processing Fee plus a Westpac On-Charged Scheme Fee of 0.2%); or
 - (c) 0.5% of the \$AUD transaction amount where a transaction is made in Australian dollars and the merchant or financial institution accepting the card is located outside of Australia (comprising of a reduced Westpac On-Charged Scheme Fee of 0.5% only).
- 5. These channels are not allowed on Westpac eSaver. If any of these transactions are performed, a \$5.00 transaction fee will apply. To operate Westpac eSaver, customers must hold a Westpac Transaction or Savings account. Fees may apply on the Westpac Transaction or Savings account.
- 6. Bonus interest is payable on the full balance when bonus interest criteria is met, that is a credit balance is maintained, a minimum deposit and no withdrawals are made (except bank account fees, government transaction taxes or withdrawal of funds to place in a Westpac Term Deposit) in the month.

4. Summary of Features and Benefits -

Features	Westpac Reward Saver	Westpac Cash Manager
Most suitable if you need	An account that rewards you with higher interest for regular saving to help you save faster.	An account that offers you high interest while retaining full transaction access.
Who is eligible to open one?	Personal customers only.	Personal customers only.
Minimum opening balance	N/A	N/A
Can account be opened over the telephone?	v	 ✓
Are funds at-call?	V	V
Will I get regular statements?	6 monthly	Quarterly
Will I earn interest?	v	v
Is bonus interest paid to the account?	✓ 3	×
How often is interest paid?	Monthly	Monthly
Can I make Periodical Payments?	×	V
Is there an overdraft facility ¹ available?	×	×
Is cheque access ¹ available?	×	V
Can I pay bills using BPAY?	V	V
Is there an interest offset facility?	×	×
Is Debit MasterCard ^{® 2} card and Handycard access available?	v	
Internet and Telephone Banking 24 hours 7 days	v	v

- 1. Customers must be over the age of 18.
- 2. Customers must be over the age of 18 and have an Australian residential address.
- 3. For Westpac Reward Saver accounts bonus interest is paid on the full balance when, for a full calendar month a minimum \$50 deposit and no withdrawals are made. For Westpac Reward Saver accounts opened "As Trustee For", student or youth, bonus interest is paid on the full balance when, for a full calendar month, there is a deposit and no withdrawal.
- 4. For at maturity where term is less than or equal to 12 months.

Savings and Investment Accounts

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Westpac eSaver	Westpac Term Deposit	Westpac Landcare Term Deposit
A high interest internet banking and telephone banking access account.	A fixed term investment that pays a guaranteed rate of return with a choice of terms (from 7 days to 60 months) and interest payment frequencies.	A 100 day fixed term investment that pays a guaranteed rate of return whilst supporting Landcare Australia.
Personal customers only.	Personal and Business customers.	Personal and Business customers.
N/A	\$5,000	\$5,000
v	~	v
v	×	×
6 monthly	✗ Confirmation, Maturity, Renewal and Repayment advices are sent.	✗ Confirmation, Maturity, Renewal and Repayment advices are sent.
v	v	v
×	×	×
Monthly	Monthly, yearly or at maturity. ⁴	Monthly or at maturity.
×	×	×
×	×	×
×	X	×
×	×	×
×	×	×
×	×	×
v	Telephone Banking available 7am to 9pm (AEST), 7 days.	Telephone Banking available 7am to 9pm (AEST), 7 days.

5. Explanation of our Fees and Charges

We offer a number of banking service and accounts for you to use – all of which we hope provide value to you. The fees for services are listed throughout this booklet.

The fees applicable on your accounts are listed over the next few pages.

Knowing exactly how and why fees are charged is a good way to protect yourself against unwelcome surprises. Plus it will help you avoid paying more than you need to or, in some cases, paying any fees at all. Current information on fees and charges is available to you at any time, just ask us.

The Bank may elect not to charge a fee, which it is otherwise entitled to charge, under the terms and conditions of the account. Any failure by the Bank to charge a fee shall not constitute a waiver of that fee or the right to charge that fee.

All deposits are free.¹

Monthly Service Fee

For Classic Plus and Westpac Cash Manager, a flat monthly service fee is payable when the balance in the account falls below the required minimum monthly balance during the month.

For Westpac Choice accounts, the flat Monthly Service Fee is payable if the minimum monthly deposit requirement is not met during the month.

For Westpac Choice eAccount a flat monthly service fee is payable each month regardless of the balance or amount deposited in your account.

The monthly service fee is charged once in each month and is debited from your account on the first day of the following month or upon account closure.

Transaction Fees

Transaction fees are fees for certain customer initiated transactions performed on your account. There are 2 ways a transaction fee may apply:

- 1. transactions that are counted towards the free withdrawal allowance and are charged once the free withdrawal allowance is exceeded.
- 2. transactions that do not count towards the free withdrawal allowance and are charged for each occasion they are performed.

Once the free monthly withdrawal allowance on your account has been used (where applicable), each subsequent transaction will incur a different transaction fee depending on how the transaction was made. To avoid paying excess transaction fees, stay within your account's free monthly withdrawal allowance.

The free monthly allowance on your account applies per calendar month. Any 'unused' free withdrawals for a calendar month are not added to the next month's free withdrawal allowance. We count withdrawals on the date we process them to your account, which may be on a date after the day on which you make the withdrawal. This means that a withdrawal made towards the end of a month may be processed in the following month and count against that month's free monthly withdrawal allowance.

Transaction fees (excluding those relating to accessing your account via an overseas ATM or through a non-Westpac Group² branded ATM) are calculated based on the order they appear on your statement and are debited from your account on the first day of the following month or upon account closure for account activity for the previous month.

Fees for overseas ATMs and non-Westpac Group² branded ATMs belonging to another institution are debited to your account on the same day (or the next business day) that the cash withdrawal or balance enquiry is made.

The following section provides a description of transaction fees, whether or not they are included within the free monthly withdrawal allowance and when they are charged to the account.

^{1.} Where the deposit involves cost handling a fee may be charged.

^{2.} Non-Westpac Group branded ATMs apply an ATM operator fee by the ATM Owner, which is disclosed at the time of the transaction on the ATM screen. This fee will be debited on the day (or next business day) of the transaction and itemised separately on your statement.

6. Description of Transaction Fees

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Transaction Fee Type	Included in free withdrawal allowance	When charged to your account
 Automated Telephone and Internet Banking means: Automated Telephone Banking transfer withdrawals Internet transfer withdrawals via Westpac Online 	Yes	On the first day of the following month.
 Branch Staff-Assisted withdrawals: Any withdrawals conducted at a Westpac branch or a branch agency, including cashing of Westpac cheques. (A branch agency is a Westpac agency at which some Westpac accounts can be opened). 	Yes	On the first day of the following month.
 Cheque withdrawals means: Withdrawals or payments made by cheque (excludes cashing of a cheque) 	Yes	On the first day of the following month.
 Direct Debits means: A transfer of funds from your account drawn under a direct debit request you gave another person or company. 	Yes	On the first day of the following month.
EFTPOS means:All transactions conducted at a Point of Sale terminal	Yes	On the first day of the following month.
 Westpac Foreign Transaction Fee means: The charging of both the Westpac On-Charged Scheme Fee plus the Westpac Processing Fee (where applicable). 	No	On the same day the transaction was made on the account or the next business day.
The following are the components of the Westpac Foreign Transaction Fee:		
 Westpac On-Charged Scheme Fee means: a fee charged to Westpac by MasterCard[®] Worldwide when processing foreign currency transactions which we pass on to you. The amount varies depending on the nature of the transaction. 		On the same day the transaction was made on the account or the next business day.
 Westpac Processing Fee means: a fee charged to you by Westpac where a transaction is made in foreign currency with a merchant or financial institution located outside Australia. 		On the same day the transaction was made on the account or the next business day.
 Non-Westpac Group branded ATM withdrawal means: Any successful cash withdrawal made domestically from a non-Westpac/non-St.George/non-BankSA branded ATM. 	No	On the same day the transaction was made on the account or the next business day.

6. Description of Transaction Fees

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Transaction Fee Type	Included in free withdrawal allowance	When charged to your account
 Non-Westpac Group¹ branded ATM enquiries means: Any successful balance enquiries made domestically from a non-Westpac/non-St.George/non-BankSA branded ATM. 	No	On the same day the transaction was made on the account or the next business day.
Overseas ATM Cash withdrawal means: Any successful cash withdrawal made at an overseas ATM.	No	On the same day the transaction was made on the account.
 Periodical Payments means: An automated transfer that is debited from your account and credited to a specified account on a regular basis at your request. Where you have exceeded your account's free withdrawal allowance, the Periodical Payment will attract both a Periodical Payment fee and an excess transaction fee. 	No	On the same day the transaction was made on the account.
 Telephone Banking – Staff Assisted means: Telephone Banking transfer withdrawals assisted by a staff member over the telephone. 	Yes	On the first day of the following month.
 Westpac Group branded ATMs means: ■ Any withdrawals and balance enquiries made at a Westpac/St.George/BankSA branded ATM. 	Yes	On the first day of the following month.

^{1.} Non-Westpac Group branded ATMs apply an ATM operator fee by the ATM Owner, which is disclosed at the time of the transaction on the ATM screen. This fee will be debited on the day (or next business day) of the transaction and itemised separately on your statement.

7. Other Bank Charges

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Transaction Type	Fee
Account Overdrawn	\$40.00 per item
 A fee for each transaction that: overdraws your account or further overdraws the account; is a withdrawal against uncleared funds; or exceeds the available funds in the account at the time of the transaction. 	Westpac Reward Saver and Westpac Choice accounts with a Student or a Youth package – \$10.00 per item. For Westpac Basic accounts – Free.
Bank Cheques	
Issue of a Bank cheque:	
staff assisted	\$10.00 per cheque (for Bank customers). \$15.00 (for non-Bank customers).
 online 	\$5.00 (for Bank customers only and includes a customised remittance plus postage and handling).
Refunding a Bank cheque no longer required – original presented	\$12.00 per cheque (for Bank customers). \$20.00 per cheque (for non-Bank customers).
Refunding/Replacing a Bank cheque – original lost, stolen or destroyed	\$27.00 per cheque (for Bank customers). \$32.90 per cheque (for non-Bank customers).
Cheques – Special Answer	
Cheques processed through the clearing system, and phone or mail answer is obtained.	\$16.00 per request
'On-the-spot' answer at the branch on which the cheque is drawn.	\$16.00 per request
Items delivered to another branch or bank (where available).	\$75 per hour (min \$35) plus out of pocket expenses (where applicable).
Cheques - Stop Payments	
Stopping a cheque payment due to a lost or stolen cheque book where cheques are not signed.	Free
All other cheques (such as those you have signed but have decided to stop).	\$12.00 per cheque

7. Other Bank Charges

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Transaction Type	Fee
Document Requests	
Special statement – if you require a statement of transactions on your account to be sent to you earlier than your next statement is due.	\$4.00 per statement Provides all transactions since your last statement.
Additional copies of your current statement – if you receive paper statement and want extra copies of your original statement mailed to you or to a nominated person, we can do this but you will need to let us know prior to your original statement being issued.	\$4.00 per page One statement page provides approximately 36 transactions on it.
Duplicate statement – if you require an extra copy and your original statement has already been issued, we can order a duplicate statement for you. Note, duplicate statements are not issued within 5 working days of the original statement date.	\$7.50 per statement One statement page provides approximately 36 transactions on it.
Internet statement summary – a list of transactions which you can see and print out from www.westpac.com.au	Free Provides details of your last 100 transactions plus up to the last 7 years statements
Telephone Banking statement summary – a list of transactions available for mail delivery through self-service Telephone Banking. In addition you can listen to a list of recent transactions via self-service for free or via staff-assistance (subject to the free account enquiry limit.	Free per mail requests (via Self Service). All transactions since your last statement.
ATM mini statement – a list of transactions available through some Westpac ATMs on accounts linked to your card. Please note you can also get an account balance summary list on most of your accounts held with us. An All Accounts Balance Summary lists balances of up to 10 accounts held and is free of charge.	\$0.65 Provides details of up to the last 10 transactions since your last statement, together with your current balance.
Voucher retrieval – if you want us to physically locate a paper copy of a withdrawal slip, cheque or deposit slip that you have previously given us, we can do this. This service is available by calling Telephone Banking or at any branch.	\$13.00 per item

Transaction Type	Fee	
Document Requests (continued)		
Tracing – you may sometimes need to confirm the destination of a cheque you have written. We can assist you by tracing the cheque to confirm if it was deposited to the payee's account. This service is available by calling Telephone Banking or at any branch.	\$35.00 per item	
Local Telegraphic Transfer		
You can send a payment to any account at any branch or bank within Australia. Funds are normally available on the same day if request is received before 4pm	\$30.00	
Optional Deposit Services		
Mail credits:		
 if a deposit slip is included in the envelope with the deposit 	Free	
 If a deposit slip is not included in the envelope with the deposit 	\$2.00	
Deposits to accounts held at other banks or financial institution:		
By a branch staff	\$5.00	
By "Pay Anyone" function on Internet Banking	Free	
Outward Dishonour	\$35.00 per item	
A fee for each transaction that is dishonoured due to insufficient available funds in the account	Westpac Reward Saver and Westpac Choice accounts with a Student or Youth package – \$10.00 per item. For Westpac Basic accounts – Free.	

7. Other Bank Charges

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Transaction Type	Fee
Periodical Payments	
From any eligible Westpac Bank account to Reward Saver, Bonus Saver, housing, personal Ioan or credit card account with the Bank	Free
From any eligible Westpac Bank account to any other Westpac Bank account other than Reward Saver, Bonus Saver, housing, personal loan or credit card account	\$2.00
To an account at another financial institution created using our Internet Banking service	\$2.50
To an account at another financial institution created by Bank staff on the customer's behalf	\$5.00
To an account at an overseas financial institution	\$5.45 (for each payment plus normal international service charges).
By Bank Cheque	\$10.00 (includes Bank cheque charge).
Periodical Payment not made fee (for lack of funds in your account)	\$35.00 (for each missed payment). Westpac Reward Saver and Westpac Choice accounts with a Student or Youth package – \$10 per item. For Westpac Basic accounts – Free.
Telephone Banking Enquiries	
Includes balance enquiries and obtaining details of a deposit or a withdrawal.	
The Deeming Account offers 12 free enquiries per month. Once this is exceeded fees may apply.	
Self-service	\$0.40
 Staff-assisted 	\$2.50
All other accounts have unlimited free enquiries and do not get charged this fee.	

Note: Periodical Payments made from your account are not included as part of your account's free monthly withdrawal allowance. This means that, where a fee applies to the Periodical Payment, you will always be charged that fee, regardless of the number of free withdrawals available with your account. Where you have exceeded your account's free monthly withdrawal allowance, the Periodical Payment will therefore attract both a Periodical Payment fee and a transaction fee.

How much will it cost if I want to withdraw money early from a Term Deposit?

If the Bank agrees to repay your Term Deposit early, we will in most instances adjust the interest rate that we will pay as follows:

Portion of term completed	Interest rate adjustment
Less than 25%	-3.00% p.a.
25% to less than 50%	-2.50% p.a.
50% to less than 75%	-2.00% p.a.
75% to less than 90%	-1.50% p.a.
90% or more	-1.00% p.a.

The Bank reserves the right to vary the interest rate adjustment at any time. This interest rate adjustment will not apply where a Term Deposit is repaid prior to maturity due to the death of the depositor.

If interim interest has been paid and the Term Deposit is repaid before maturity, the Bank may need to recover this interest.

No interest will be paid if the Term Deposit is repaid within the first seven days of a term.

24 Part 2

Section A – Introduction

<u>1. Your Bank</u>	The advisory services and the banking products you'll find in this booklet are provided to you by: Westpac Banking Corporation ABN 33 007 457 141 275 Kent St, Sydney NSW 2000 Australian Financial Services Licence Number 233714.
	We encourage you to read this booklet. Keep it handy so you can refer to it when you have questions.
2. Changes to terms and conditions	 We may change the terms and conditions that apply to: 1. your accounts; 2. your account access channels (e.g. Telephone Banking, Internet Banking, Handycard access etc.); or 3. any product or service outlined in this booklet. We'll always let you know if, for any reason, the terms and conditions of your account change. However, advance notice may not be given where a change has to be made to restore or maintain the security of our systems or of individual accounts. We may notify you of changes as set out in the following table:

Type of change	Time frame	Method of notification
New fee or increase to a fee	30 days in advance	In writing, electronically or through media advertisement
Minimum monthly balance required to waive the monthly service fee	30 days in advance	In writing, electronically or through media advertisement
New fees or increase in fees covering use of account access methods, and for additional or replacement access methods	30 days in advance	In writing or electronically
Interest rate changes	No later than the date of the change, except where the rate is linked to money market rates or other rates – changes to which we cannot notify you of in advance	In writing, electronically or through media advertisement
Change in the way interest is calculated, charged or paid to your account – or to the balance tiers which determine the interest rate or rates	30 days in advance	In writing or electronically
Changes affecting your liability for electronic transactions	20 days in advance	In writing or electronically
Transaction limits on account access, including Handycard and Pay Anyone	20 days in advance	In writing or electronically
Government charges	In advance of the change, or as soon as practicable afterwards, unless the change has been publicised by a government agency, government or representative body	In writing, electronically or through media advertisement
Any other change to a term or condition	In advance of the date of the change	In writing, electronically or through media advertisement

By "electronically", we mean by:

- electronic communication to your nominated electronic address (i.e. e-mail address); or
- making particulars of the changes available at our website and sending to your nominated electronic address a notification that the changes can be retrieved from www.westpac.com.au

<u>26</u> Section A – Introduction

3. Definitions

To assist you with reading this booklet, listed below are some definitions for terms which are used throughout this document.

'Access method' means the combined use of any one or more of the following components by a user to make electronic funds transfer transactions to or from an account using electronic equipment: card, card number, account number, customer number, PIN, Telephone Banking access code or Internet Banking password.

'Account holder' is the person(s) in whose name an account is conducted and who is responsible for all transactions on the account.

'Available balance' means the total balance in your account less any unsettled transactions (i.e. cheques deposited that have not yet been cleared or Debit MasterCard transactions pending authorisation) plus any credit limit you may have on your account for accounts with overdraft arrangements.

'the Bank' means Westpac Banking Corporation.

'Business day' Where we mention 'business day' within this booklet we are referring to any weekday when the Bank is open for business in any State or Territory of Australia. If the Bank is closed in all States and Territories then that day will not be a business day. If the Bank's offices are closed in your State or Territory but open in other States or Territories then the Bank will still regard that day as a business day in every State and Territory.

Saturday and Sunday are not classified as business days even though branches may be open for business.

'Card' means any authorised card issued by us for your account or for which we allow you to link to your account and includes a Debit MasterCard, Visa Debit card, Handycard and a Westpac credit card.

'Code' means a PIN, Telephone Banking access code, Internet Banking password or any similar information which may be required in order to make electronic funds transfer transactions to or from accounts, and which the user is required to keep secret.

'Current balance' means the total balance in your account which may include any uncleared funds.

'customer initiated deposits' means any deposits made by or at your request. Examples include a deposit of money by way of salary, pension, cash or cheque. It does not include certain amounts credited by us such as some interest, rebates and adjustments.

'Electronic equipment' means electronic terminals (e.g. ATMs, EFTPOS terminals and terminals located at the counter in a branch), computers, televisions and telephones.

<u>27</u> <u>Section B – General Matters</u>

'In-store' are partnerships between the Bank and a business in your
community. An In-store offers face-to-face everyday banking from the
convenience of a dedicated counter in a local store, e.g. a banking
counter in your local chemist.

'Non-Westpac Group branded ATM' refers to any ATM which is not branded Westpac or St.George or BankSA.

'PIN' means the Personal Identification Number used in conjunction with your Card.

'Other bank' means any bank or financial institution which is not part of the Westpac Group.

'Term Deposit' includes both Westpac Term Deposit and Westpac Landcare Term Deposit. Where we are referring to only one product we will specify it by using its name.

'Westpac Group branded ATM' refers to any ATM which is branded Westpac or St.George or BankSA.

4. The Code of Banking Practice

This is a self-regulatory Code adopted by us and other banks. Its purpose is to set standards of good banking practice for banks to follow when dealing with persons who are, or who may become, their individual and small business customers and their guarantors. We actively comply with this Code.

Each relevant provision of the Code applies to the banking products and services described in this booklet. The general descriptive information referred to in clauses 13.1 and 13.2 of the Code is set out in this booklet. This includes information about:

- account opening procedures;
- our obligations regarding the confidentiality of your information;
- complaint handling procedures;
- bank cheques;
- the advisability of you informing us promptly when you are in financial difficulty; and
- the advisability of you reading the terms and conditions applying to the relevant banking service.

The Electronic Funds Transfer Code of Conduct governs all electronic funds transfer transactions to or from your account, which are initiated by you through electronic equipment using an access method. For example, using your credit card or debit card at ATMs and through EFTPOS. It also includes Telephone Banking and Internet Banking access methods. We actively comply with this Code.

Getting your complaint heard

Sometimes you may want to talk about problems you are having with us. Fixing these problems is very important to us.

We've put in place ways of dealing with your issues quickly and fairly.

5. The Electronic Funds Transfer Code of Conduct

6. What to do if you have a problem or dispute

<u>28</u> Section B – General Matters

6. What to do if you have a problem or dispute

continued

Please talk to us first

We aim to resolve your complaint at your first point of contact with us. This is our 'Ask Once' promise. So please raise your complaint with any of the people handling your banking.

You can contact us 24 hours a day, 7 days a week, from anywhere in Australia, by:

Telephone: 1300 130 467 E-mail: Go to our website, www.westpac.com.au and click on 'Contact Us'. Fax: (02) 8253 3707 Mail: GPO Box 5265, Sydney NSW 2001.

Contact our National Customer Relations Unit

If we can't resolve your complaint at your first point of contact with us, we will escalate it to our National Customer Relations Unit.

You can also contact our National Customer Relations Unit directly by:

Telephone: 1300 130 206 E-mail: Go to our website, www.westpac.com.au and click on 'Contact us' and then click on 'Complaints and Compliments'. Fax: (02) 8253 3707 Mail: NCRU, GPO Box 5265, Sydney NSW 2001.

Contact our Customer Advocate

If you feel we did not act fairly in the way we handled your complaint or in the way we resolved your complaint, you can ask the Customer Advocate to review the matter for you.

The Customer Advocate's role is to act as independently as possible to make sure that Westpac has treated you fairly.

You can contact our Customer Advocate by:

Telephone: 1300 301 977 Mail: Customer Advocate, GPO Box 5265, Sydney NSW 2001

What to do if you are still unhappy

If we haven't been able to deal with your issues to your satisfaction there are a number of other bodies you can go to. One of these is the Financial Ombudsman Service (FOS). The FOS deals with complaints about banks and their related companies. Their contact details are:

Financial Ombudsman Service

Telephone: 1300 780 808 Fax: (03) 9613 6399 Internet: www.fos.org.au Mail: GPO Box 3, Melbourne VIC 3001

7. What happens if your details change?

8. Privacy and

confidentiality

If your address or other relevant details change, please notify us as soon as possible. This can be done easily by calling Telephone Banking, Internet Banking or at any Westpac Branch or In-store.

If the account signatories change, please notify us as soon as possible by visiting any of our branches.

Please note that unless you have given us adequate prior notification of account changes, we cannot be held responsible for any resulting errors or losses.

Westpac's Privacy Policy explains our commitment to the protection of your personal information. You may obtain a copy of our Privacy Policy by:

- calling Telephone Banking on 132 032;
- asking at any of our branches;
- visiting our website at www.westpac.com.au

In addition to the Bank's duties under legislation, it has a general duty of confidentiality towards you, except in the following circumstances:

- where disclosure is compelled by law;
- where there is a duty to the public to disclose;
- where the interests of the Bank require disclosure;
- where disclosure is made with your express or implied consent.

9. Recommending banking solutions that meet your needs

This booklet has been designed to help you choose the right accounts. By discussing your individual needs and circumstances with us, we are able to recommend the most suitable product or service. Please be assured that all recommendations are given in the best interests of our customers and that there is always a reasonable basis for the advice that is given.

Advice provided by our staff is provided to you on behalf of Westpac Banking Corporation. It is important that the information our customers provide to us is accurate information as it is this information which we rely upon in providing our recommendations. If the information you have provided is inaccurate or incomplete, you should consider the appropriateness of the advice in regards to your personal circumstances.

Please note that when selecting, retaining or realising investments relating to our deposit accounts, we do not take into account labour standards or environmental, social or ethical considerations.

<u>30</u> Section B – General Matters

10. Factors that may influence our advice

Staff are paid a combination of salary and superannuation but may also become entitled to other benefits as a result of customers acquiring products through them. These other benefits include cash incentive programs where staff may be eligible for a cash bonus based on the performance of their team and their own performance for achieving or exceeding a sales target. The performance requirements include a variety of key behaviours and objectives, such as the quality of their customer service and level of product sales made by them and by other areas of the business as a result of their referrals.

The amount of the bonus will be based on the extent to which they have exceeded their objectives, their general behaviour, the performance of their business unit and their job classification.

Staff may also be entitled to receive other benefits from incentive and promotional programs. These vary from small non-monetary rewards such as movie tickets, hampers and dinners, to more valuable benefits such as flight and accommodation packages.

11. Communication with you

From time to time, members of the Westpac Group may contact you with or send you information about other Westpac products and services that we feel might be of relevance or benefit. (Westpac Group refers to Westpac Banking Corporation and its related bodies corporate which include companies that bear the 'Westpac, St.George, BankSA' or 'BT' name).

Although we encourage you to receive this information, it is not compulsory. If you do not wish to receive it, please advise us in one of these three ways:

- call Telephone Banking on 132 032;
- write to us at GPO Box 3433, Sydney NSW 2001; or
- visit any of our branches.

You don't need to do this if you have already told us you do not want to receive this type of information.

<u>12. Anti-Money</u> <u>Laundering and</u> <u>Counter-Terrorism</u> <u>Financing Obligations</u>

Please be advised that in order for us to meet our regulatory and compliance obligations we will be increasing the levels of control and monitoring we perform.

You should be aware that:

- transactions may be delayed, blocked, frozen or refused where we have reasonable grounds to believe that they breach Australian law or sanctions (or the law or sanctions of any other country). Where transactions are delayed, blocked, frozen or refused Westpac and its correspondents are not liable for any loss you suffer (including consequential loss) howsoever caused in connection with any deposit product;
- we may from time to time require additional information from you to assist us in the above compliance process; and
- where legally obliged to do so, we will disclose the information gathered to regulatory and/or law enforcement agencies, other banks, other members of the Westpac Group, service providers or to other third parties.

You provide Westpac the following undertakings and indemnify Westpac against any potential losses arising from any breach by you of such undertakings:

- (a) you will not initiate, engage in or effect a transaction that may be in breach of Australian law or sanctions (or the law or sanctions of any other country); and
- (b) the underlying activity for which any deposit product is being provided does not breach any Australian law or sanctions (or the law or sanctions of any other country).

Section C – A guide to using your account

You can open accounts at a branch, via Telephone banking or Internet banking.

13. Opening your accounts

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13.1 What we need from you

To open any new Westpac account we'll need some important details from you. Apart from details like your name, address, date of birth and your occupation, you'll need to supply certain documents and information to the Bank.

13.2 If this is your first account with us

Under the Anti-Money Laundering and Counter-Terrorism Financing Act 2006, it's required that everyone who opens an account, along with all signatories to the account, must be identified, so if you're opening an account for the first time this applies to you. You can meet the identification requirements by completing a *Westpac Customer Identification Procedure* which involves providing identity documentation to the Bank. For information on documents required under Westpac's *Customer Identification Standards* please contact any branch or refer to our website – www.westpac.com.au/aml.

If the account holder or any of the signatories to an account are not identified in terms of the Act, the account will be blocked for all withdrawals, until they are identified.

If you are an existing customer, you may have already provided the identification required so you don't need to provide it again unless you are asked to do so by us.

14. Providing us with your Tax File Number

Each time you open an account that earns interest, you'll be asked if you wish to provide your Tax File Number. That's because, under Federal law, accounts earning interest are subject to A New Tax System (Pay As You Go) Act 1999.

For joint accounts, a minimum of two Tax File Numbers (one each) from the account holders are required. For accounts in trust for someone else (such as your child or children) you should quote your own Tax File Number. If, on the other hand, a formal trust has been established, you can quote the trust's Tax File Number.

14.1 What happens if I don't provide my Tax File Number?

Providing us with your Tax File Number is advisable but not compulsory. However, if you choose not to provide it, we are required to deduct withholding tax at the highest marginal tax rate – plus the Medicare Levy, when you earn interest income of \$120 or more a year pro-rata.

14.2 When don't I need to provide a Tax File Number?

If you fall into one of the following categories you can claim an exemption from quoting your number, and withholding tax will not be deducted. You will need to tell us the type of exemption you are claiming. Those eligible include:

- most pensioners;
- customers opening special accounts where the income earned does not accrue to the person named as the account holder;
- children under 16. However, where investment income is likely to be \$420 or more a year pro-rata, it is advisable to obtain a Tax File Number. Interest earned in excess of \$420 or more a year pro-rata is subject to withholding tax.

The information contained in the section 'Providing us with your Tax File Number' does not constitute tax advice and is based on current tax laws and their interpretation.

Section C – A guide to using your account

14. Providing us with your Tax File Number

continued

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15. Opening a joint account

14.3 Will the Bank disclose any information to the Australian Taxation Office about my accounts?

The Bank is required to report details of interest/dividend income earned, withholding tax deducted and Tax File Numbers quoted on an account, to the Australian Taxation Office annually.

The collection of Tax File Numbers and their use and disclosure are strictly regulated by the Privacy Act (1988).

You may wish to open an account jointly with your spouse, family members or a group of people.

You can authorise the signatories to operate the account 'jointly' (two or more signatories must act together) or 'severally' (signatories may act individually). You can change this arrangement at any time simply by signing a new account authority.

You can also permit another person to operate your personal account by completing the appropriate form. You can withdraw this authority at any time.

It's important to understand what your responsibilities are prior to undertaking any financial commitment jointly.

Always consider that:

- when an account is held in joint names and one account holder dies, we may treat the credit balance in the account as owing to the surviving account holder(s);
- if one (or more) of the joint account holders overdraws the account, each joint account holder may be liable for payment of all or any part of the amount overdrawn;
- If you open a joint account over the telephone, both/all parties will need to be present to speak with the Customer Service Representative.

<u>16. Opening an account</u> <u>held in trust</u>

We can open trust accounts on request for a variety of situations that include:

- where one or more persons open an account in which they are named as trustee for another person(s), e.g. Trustee accounts by parents or guardians for children;
- for Trustees under a will;
- for Trustees under a deed of family arrangement.

Please note that not all account types can be held in trust. Refer to Telephone Banking or your branch for further information.

17. Opening an account for a minor

We can open an account for a minor, who is a person under the age of 18. Accounts for minors are opened in the minor's name. The following types of accounts can be opened:

- Westpac Choice
- Westpac Choice Student
- Westpac Choice Youth
- Westpac Choice eAccount
- Classic Plus
- Westpac Cash Manager
- Westpac Reward Saver
- Westpac eSaver
- Term Deposit

Debit MasterCard access is not permitted for persons under the age of 18.

The following additional restrictions apply if the minor is under the age of 12:

- the account must be opened in the minor's name, by a parent or guardian, i.e. an adult must sign the account opening form;
- Handycard access is not permitted;
- withdrawals are not permitted, except in exceptional circumstances;
- Internet Banking and Telephone Banking access is not permitted;
- cheque access is not available.

Once the account holder turns 12, a new notice of authority can be completed to record the specimen signature of the minor. Handycard access can then be requested.

18. Giving someone else the authority to use your account

The account holder can authorise another person or person(s) to operate one or all of their accounts independently. Once authorised, the third party can:

- transact through methods of access, including cheque, or any other method of access which may be introduced in the future. For Victorian customers only, electronic methods of access such as Telephone Banking, cards (Debit MasterCard or Handycard cards), ATM and EFTPOS are available;
- order cheque books;
- overdraw the account(s) to any approved limit;

Section C – A guide to using your account

18. Giving someone else the authority to use your account

continued

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- establish Periodical Payments on the account(s);
- establish recurring payments on Debit MasterCards (held by Victorian customers only);
- arrange Cheque Cashing Authorities;
- stop cheques;
- order additional statements;
- instruct us to cancel the third party authority.

The account holder(s) or third party may cancel the authority to operate at any time, however the account holder(s) will be liable for:

- any transactions made prior to the authority being cancelled, regardless of when the transactions are debited to the account(s);
- any future dated payments, cheques, authority debits, Periodical Payments, bill payments, drafts, bills of exchange, or promissory notes established by the third party prior to the cancellation of the authority.

The Bank may also cancel the third party's right to operate the account at any time. If the authority relates to a Debit MasterCard (where held by Victorian customers only):

- Westpac may issue an additional Westpac Debit MasterCard to any person nominated by the account holder, provided that each person is over the age of 18 years;
- the account holder is responsible to Westpac for the use by a third party cardholder of their Debit MasterCard.

If the authority relates to a Term Deposit, the third party can:

- receive payment of deposit moneys and interest;
- give instructions regarding the deposit including instructions on the payment or renewal of the deposit.

For all accounts a third party will not be able to:

- open new accounts;
- alter the account holder's details on the account;
- add or delete any other third party on the account to which they have access;
- transfer the account(s) between branches.

Please note the following points regarding cheque books and statements:

- any cheque books issued on the account (where available) will bear the name of the account holder(s);
- cheque books will be mailed to the account holder(s) mailing address unless alternative arrangements are made by the account holder;
- cheque books and statements cannot be sent to a branch for collection, unless in exceptional circumstances;
- all transactions will appear on the account statement, however the statement narrative will not identify the initiator of the transaction.

The account holder will be liable for any transactions made by the third party and any associated fees and charges. (For further information please refer to Section G in this booklet.)

The account holder can cancel a third party authority at any time by visiting any branch. After cancellation, the account holder(s) needs to be aware that he or she will be liable for any transactions made on the account prior to the authority being cancelled, regardless of when they are debited to the account.

<u>19. Operating your</u> accounts

19.1 Current account information and account statements

You can get up-to-date information on your accounts 24 hours a day, 7 days a week. Accessing this information can either be free or incur a fee, depending on the type of service you choose and the frequency of your request.

A statement will be mailed to you at least every six months, unless we are unable, after taking reasonable steps, to locate you. For some accounts you may ask for statements to be sent to you more often. Please note that statements are not available on Term Deposits with the exception of the annual statement of interest paid.

Term Deposit customers will receive advices, by postal mail only, based on the occurance of a particular event.

Confirmation Advice – Issued following the opening of a new Term Deposit, and once funds are received into the Term Deposit. The advice confirms the details of the Term Deposit you have just opened.

Maturity Advice – Issued 10 business days prior to the maturity date of a deposit, where:

- the term of the deposit is 21 days or more; and
- the principal amount is \$5,000 or more.

It reminds you of the upcoming maturity of your deposit and lets you know what will happen at maturity.

Section C – A guide to using your account

<u>19. Operating your</u> accounts

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Renewal Advice – Issued following the renewal of a Term Deposit. It shows you details of the new term as well as details of the previous term.

Statement of Interest Paid – A statement showing the interest paid throughout the previous financial year on your deposit, issued in July each year.

Repayment Advice – Issued following the closure of a Term Deposit. It confirms the Term Deposit has been terminated and shows you how the funds have been paid to you.

As an alternative to receiving paper statements in the mail, you may elect to obtain electronic statements on one or more of your deposit accounts (other than Term Deposits) from our website – www.westpac. com.au, using our Internet Banking service.

You must be registered for Internet Banking, supply us with a valid email address and satisfy any other applicable eligibility criteria. The electronic statements option may be selected through Internet Banking after your account has been opened.

Remember, statements are an important part of your banking and finances in general.

Please be advised that:

- all entries on statements should be checked carefully and any apparent or possible unauthorised transaction promptly reported to the Bank (if you do have an enquiry regarding an entry on your statement refer to clause 6 in this booklet);
- you should retain transaction records or transaction record numbers to confirm against items appearing on the statement of your account;
- it will assist any claim you may need to make regarding any lack of authority, including forgery, or any other discrepancy if you notify us, within three months of receiving your statement of account, if there is any cheque noted on your statement which we have paid but you did not authorise, or if any other amount(s) has been debited to your account without your authority.

19.2 Different ways of making deposits

There are many options for paying money into your account. Choose the ones that are convenient for you from the options below.

Type of deposit	Deposit options
Branch/In-store	To deposit a cheque or cash to your account over the counter, or to transfer funds between accounts. You can also deposit money into an account held at another bank, building society or credit union.
Express Deposit Facility	For depositing cheques only. This service is available in the branch and allows you to use our pre-printed supplied envelopes to lodge your deposit in the Express Deposit facility without having to wait.
Periodical Payment	For making regular loan payments or regular deposits to a savings or investment account with us or at another bank. This service helps you avoid unnecessary trips to the branch-while remaining sure your payments will be made on time, subject to there being sufficient cleared funds in your account on the day before the payment is to be made.
Westpac branded ATM Deposits	Only selected Westpac branded ATMs can accept cheques or cash deposits into your account. (Please note, coins may not be deposited via the ATM.)
Internet Banking	When you want to transfer funds between your accounts or deposit money into another person's account held at another bank or with us.
Telephone Banking	When you want to transfer funds between your accounts, either by speaking to a staff member or using the automated service.
Mail credit	When you want to mail a cheque deposit to us. We recommend you send only cheques through the mail, and include a completed deposit slip.
Direct credit	When you want to arrange for a deposit to be automatically paid into your account (e.g. a direct salary credit).
Westpac branded ATM Transfers	Transfer funds between your Westpac accounts.

Deposit Books

A deposit book can be issued on your account fee-free. (Not available for Westpac eSaver accounts.)

Rules about depositing

If you are making a deposit through the mail or via the Express Deposit Facility, remember a completed deposit slip must be included. Generally there is no maximum amount that can be deposited into an account, however we reserve the right to set a maximum amount of deposit on any account at any time with immediate effect.

Section C – A guide to using your account

<u>19. Operating your</u> <u>accounts</u>

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Rules about deposits made through a Westpac branded ATM

- if you make a deposit at a Westpac branded ATM we will be responsible for the security of the deposit from the time the deposit is made. The amount of your deposit is subject to verification by us. If there is a difference between the amount of the deposit and the amount written on the deposit slip, we will notify the account holder as soon as possible and advise the account holder of the actual amount that has been credited to the account.
- a maximum cash deposit amount of \$8,000 applies to each ATM cash deposit.

When depositing into a Westpac branded ATM located at a Westpac branch:

- ATM deposits are cleared at the end of each Bank business day*;
- cash deposits are credited to your account on the next Bank business day*;
- cheque deposits are credited to your account next Bank business day but are not available for withdrawal until all funds have been cleared.*

19.3 Different ways of making withdrawals

Apart from uncleared cheques, your money is held for whenever you need it and is available for withdrawal at any time (excluding Term Deposits) provided you have been identified using one of the acceptable forms of identification when you opened your accounts.

Withdrawals on a Term Deposit are only available through Telephone Banking, or over-the-counter in any branch/In-store.

Withdrawals on Term Deposits through Telephone Banking are possible where the funds are being disbursed to another Westpac account held in the same name as the Term Deposit.

Withdrawals on a Westpac eSaver account are only available through automated Telephone Banking or Internet Banking.

Type of withdrawal	Withdrawal options	
Врау®	Bills featuring the BPAY [®] logo can be paid directly from your accounts via Internet Banking or Telephone Banking.	
Cash (from a Branch/ In-store)	Withdraw cash from the branch using your Westpac Debit MasterCard, Handycard and PIN, or by completing a signed withdrawal slip/personal cheque and having your signature verified to branch records.	
Cash (from an ATM ¹ within Australia)	Withdraw cash from an ATM using your Westpac Debit MasterCard, Handycard and PIN, 24 hours a day, 7 days a week.	
Cash (from an ATM overseas)	Use your Westpac Debit MasterCard or Handycard via the MasterCard network.	
Cash (using EFTPOS)	Where this option is offered by the merchant, withdraw cash at the same time you make a purchase with EFTPOS.	
Cheque	A cheque provides a convenient way of paying a bill. Cheque withdrawals are only valid if your account allows cheque access.	
Periodical Payment	For making regular loan payments or regular deposits to a savings or investment account with us or at another bank. This service helps you avoid unnecessary trips to the branch – while remaining sure your payments will be made on time, subject to there being sufficient cleared funds in your account on the day before the payment is due to be made. Periodical Payments can be arranged via Telephone Banking, by using the 'Periodic' function on Internet Banking or by visiting any branch/In-store. You simply authorise us to make regular payments for you.	
Recurring Payments	When you want a third party to automatically debit your Debit MasterCard to make recurring payments for goods or services when you quote your 16-digit card number and expiry date (e.g. Medical Fund or gym membership).	
Transfer funds (to one of your own accounts within the Bank)	Funds can be transferred easily between Westpac accounts via Telephone Banking, using the 'Transfer funds' or 'Periodic' functions on Internet Banking, using an ATM (linked accounts only) or at any branch/In-store.	
Transfer funds (to an account outside the Bank or another person's account with the Bank)	Funds can be transferred to other accounts with us or accounts at most other banks, building societies or credit unions in Australia by using the 'Pay Anyone' or 'Periodic' functions on Internet Banking or at any branch/In-store. An overseas payment facility is also available through Internet Banking or at any branch.	

^{1.} Non-Westpac Group branded ATMs apply an ATM operator fee by the ATM Owner, which is disclosed at the time of the transaction on the ATM screen. This fee will be debited on the day (or next business day) of the transaction and itemised separately on your statement.

Section C – A guide to using your account

<u>19. Operating your</u> accounts

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19.4 Overdrawing your accounts

You should not make a withdrawal transaction which:

- takes your account(s) into negative/debit balance (or further into negative/debit balance) when no formal overdraft arrangements exist;
- means you will incur fees which will take your account(s) into negative/debit balance (or fees and/or interest charges which will take your account(s) further into negative/debit balance) when no formal overdraft arrangements exist;
- overdraws (or further overdraws) your account(s) beyond the agreed overdraft limit when formal overdraft arrangements do exist; or
- draws against uncleared funds.

While we are under no obligation to do so on any particular occasion, we may permit you to overdraw your account as described above. This may be by honouring a cheque or paying transactions made using other channels, such as Periodical Payments, direct debit, or by making a withdrawal transaction through a Westpac ATM or other electronic transaction channel.

If you make a withdrawal transaction in any of the circumstances set out above, we will treat the transaction as an application by you for credit.

Where we honour a payment and your account(s) show a negative/debit balance

If:

- we do honour a cheque or pay a transaction (e.g. Debit MasterCard, Periodical Payment, Direct Debit or other electronic withdrawal transaction initiated by you) which overdraws your account(s) where no formal overdraft arrangements exist; or
- a fee or charge debited to your account(s) results in a negative balance in your account(s), then you will, at the time the negative balance arises, owe us a debt of the amount by which your account(s) are overdrawn. We agree that you have a period of 20 days within which to repay that debt. Accordingly you must, by the end of that 20 day period, return the account(s) to a positive balance unless within that period you ask us for, and we approve, an overdraft arrangement (please refer to clause 20 in this booklet on how you can organise an overdraft).

If we honour a payment in any of the circumstances set out above, this can save you the inconvenience of having to write another cheque or make other arrangements. However, you may be charged an Account Overdrawn Fee, and interest will be charged on your debit balance.

Please note that you may avoid being charged this fee by returning your account to a positive balance, or to a balance within the agreed overdraft limit (as applicable), by 6.00pm Sydney time on the day the transaction is conducted.

You must ensure that you do not overdraw your account(s) regularly. Even if we do honour a transaction, or do so more than once, it does not mean we have any obligation to do so in the future.

Where we dishonour/reject a payment

If you make a transaction from your account(s) and there are insufficient funds available within the account(s) or the funds have not been cleared, your payment may be dishonoured.

When your credit rating could be affected

If your account(s):

- become overdrawn without arrangements; and
- remain overdrawn for more than 60 days after the end of the 20 day period we allow for you to repay the amount overdrawn,

then we may commence enforcement action and report your default to a credit reporting agency.

You understand that the Privacy Act (1988) allows us to give a credit reporting agency certain personal information about you including, to the extent applicable:

- permitted information about you which will allow you to be identified;
- that credit has been applied for and the amount (you acknowledge that you will be treated as having applied for credit if you make a transaction which overdraws this account/these accounts);
- if this account/these accounts become overdrawn, that we are a current credit provider to you;
- details of payments that become overdue for more than 60 days and for which collection action has commenced;
- that payments are no longer overdue;

Section C – A guide to using your account

19. Operating your accounts

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20. Organising an overdraft

An overdraft is a line of credit on your eligible accounts, available if you meet standard credit assessment criteria. It allows you flexibility in the amount you can borrow (up to an agreed limit) and in the repayments you make (no minimum repayments required). Both temporary and permanent overdrafts are available. Call Telephone Banking if you want a temporary overdraft or visit any branch if you want information on a permanent overdraft.

21. Interest rates that may apply on your account

Interest rates on all accounts (except Term Deposits) may change at our discretion. Term Deposit interest rate changes only apply on new or renewed deposits.

21.1 Interest that's paid to you

If you have a positive balance in your account, you may earn interest.

Details of current deposit interest rates applicable to your accounts are:

- printed on your account statement (if applicable);
- printed on the interest rate sheets which can be obtained from any branch;
- available at our website: www.westpac.com.au;
- available by contacting Telephone Banking.

- details of cheques drawn by you of an amount not less than \$100 which have been dishonoured more than once:
- that in our opinion you have committed a serious credit infringement:
- that credit provided to you by us has been paid or discharged.

If we report your default to a credit reporting agency your credit rating may be affected and you may have difficulty obtaining finance in the future.

19.5 Are you having financial difficulty?

When you overdraw your account, there may be occasions when repaying this debt becomes difficult. Should this arise, you should promptly contact us via Telephone Banking or visit your branch to discuss options that may be available.

21.2 How the interest you earn is calculated and paid

For all accounts included in this booklet deposit interest (excluding Deeming Account and Basic Account) and debit interest (if applicable) is calculated on the daily closing balance of your account using the following formula:

Daily closing balanceXInterest rate365100

For all accounts (except Term Deposits), balances in your account on and after the last business day of the month, including deposits made to your account on or after the last business day of the month, will not be included in the interest calculation for that month, but in the interest calculation for the following month.

For Westpac eSaver, Westpac Reward Saver, Westpac Cash Manager accounts, credit interest is credited to your account(s) on the last business day of each calendar month. For Deeming Accounts, credit interest is credited to your account on the last business day of March, June, September and December.

For Term Deposits, interest is calculated daily and can be paid either monthly, yearly or at maturity (if the term is 12 months or less). If the term you select is longer than 12 months, interest will be paid at least yearly.

Interest payments on a Term Deposit are made in the following ways.

Payment method	Choice of options
At maturity	 Paid: • directly to an account at any Australian financial institution; • by Bank cheque (fees apply); • in cash; • added to the principal amount (i.e. your current deposit amount) and reinvested.
Interim interest payments	Paid: • directly to your nominated account only at any Australian financial institution.

On a term deposit, interest rates will vary according to:

- the term of deposit;
- amount of deposit;
- frequency with which interest is paid;
- number of days in the term.

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<u>Section C – A guide to using your account</u>

21. Interest rates that may apply on your account

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21.3 Interest rate types

Listed below are details of the interest rate types specific to our accounts.

Interest rate types - split

On Deeming Accounts, deposit interest is calculated using the 'part' or 'split' balance method. The interest is calculated daily and paid quarterly (on the last business day of March, June, September and December) on each balance amount that falls within the balance tier.

Interest rate types - tiered

Tiered interest rates enable customers to receive a higher rate of interest on their entire balance as their funds grow from one tier level to the next.

Tiered rates of interest are paid on Classic Plus, Westpac Reward Saver, Westpac Cash Manager and Westpac eSaver accounts.

Debit Interest

To avoid being charged interest on any unarranged debt, you should always try to keep a positive balance in your deposit accounts.

If your account becomes overdrawn without arrangement, debit interest will be charged to that account. It will be calculated daily on the debit balance (and deducted on the last business day of each month) using the then current Unarranged Lending Rate (ULR) until the account balance is positive again.

22. Stopping a payment

22.1 How to stop a cheque payment

If you write a cheque and want to stop the payment, you can do so by notifying us before the cheque has been paid.

You should contact Telephone Banking or give your branch/In-store written and signed instructions and provide the following details of the cheque:

- account details;
- cheque number;
- amount of the cheque;
- name of the payee (the person you've written the cheque out to);
- date of the cheque;
- if the cheque was crossed or open.

There is a fee for stopping a cheque, but this will not apply if your cheque book has been lost, stolen, destroyed or is no longer required and the cheque forms had not already been signed.

22.2 How to stop a Periodical Payment

When you have authorised the Bank to make regular automatic payments from your account, and you want to stop these payments, you must advise the Bank at least one business day before the next payment is scheduled. You will need to provide full details including:

- the payment amount;
- when it's due;
- the payee;
- the account it normally comes from.

22.3 How to stop a regular transfer

When you have authorised the Bank to make a regular transfer from your account and you want to stop these transfers, you must advise the Bank at least one business day before the next transfer is scheduled.

You will need to provide full details including:

- the payment amount;
- when it's due;
- the account it normally comes from;
- the payee.

22.4 How to stop a Direct Debit or a recurring payment

If you have authorised another party to debit your account for payment of services (for example, life insurance premiums or medical benefit contributions) and you want to stop the arrangement, you can do this in two ways:

- contact the authorised party yourself to request a cancellation; or
- we can contact the authorised party on your behalf to request a cancellation.

The Bank will promptly process any:

- instruction by you to cancel a direct debit request relevant to a banking service we provide to you; or
- complaint by you that a direct debit was unauthorised or otherwise irregular.

When you contact us to request the cancellation, we can complete the request on your behalf and forward it to the authorised party. We will then put a 'stop' on your account which will prevent all withdrawals by the previously authorised party for a period of three years. You can request this 'stop' to be cancelled at any time.

22.5 Stopping a BPAY

We will not be able to stop a BPAY payment once you have instructed us to make the BPAY payment.

Section C - A guide to using your account

23. When you haven't used your account for over 6 months

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23.1 Inactive accounts

If your account becomes inactive we may close your account without any notice to you.

Your account becomes inactive if:

- you do not make any deposits and/or withdrawals during a continuous six-month period; and
- the balance of your account is nil or in debit without any arrangements.

23.2 Unclaimed monies

The Commonwealth Government has legislation which governs unclaimed monies. It states that accounts which have not received a deposit or withdrawal (excluding any bank charges or interest paid) for seven years or more are to be treated as unclaimed monies. In this situation, accounts will be closed and credit balances may be transferred to the Commonwealth Government in terms of the legislation.

We will assist account holders making a claim to recover monies that have been transferred to the Commonwealth Government. You can make a claim by visiting any branch. You will need to verify your identity by providing your account documents. You will also be required to fill out a form which will need to be processed. Processing can take up to three months.

24. When the Bank can combine your accounts Deposit accounts should not be overdrawn unless you have made prior arrangements with us. If you overdraw your account without arrangement or beyond the agreed overdraft limit when formal overdraft arrangements do exist, we may automatically combine your accounts: that is, transfer sufficient money which is kept in any other account with us, held in your name(s), to clear the debt.

> We may also transfer money kept in your deposit account(s) to clear debts which you owe us in other loan or deposit accounts. If we do this, the balance of the account from which we have transferred the money will reduce by the amount used for this purpose.

You agree that you may not set off any amounts we owe you (for example, credit balances in your other accounts) against amounts you owe us.

If we exercise our right to combine accounts, we will notify you promptly in writing at the address shown in our records.

25. How to close your accounts

With the exception of a Term Deposit, you or any other authorised person can close your accounts at any time simply by asking at any branch. Most accounts can also be closed by calling Telephone Banking. Another financial institution may close your accounts on your behalf by fax or by mail.

On rare occasions we may also exercise our discretion to close accounts due to unsatisfactory conduct or for any other reason we deem appropriate, such as where an account that is designed for use by our personal customers is being used for business purposes. If this happens, we will notify you in writing at the address shown on our records and will also enclose a Bank cheque for the net credit balance of the accounts.

25.1 How your closing balance (Termination Value) is calculated if your account balances are in credit

The net credit balance of your accounts is calculated as credit balance plus deposit interest, if any, less any accrued account fees and government charges applicable up to the closing date. Monthly fees will apply even though the accounts have been open for only part of the month.

25.2 How your closing balance (Termination Value) is calculated if there are uncleared funds or your accounts are overdrawn

We cannot make available any uncleared funds at the time you request that the accounts be closed, until those funds become cleared. If the accounts have a debit balance, you must pay to us the balance plus any accrued debit interest, account fees including monthly or quarterly fees and government charges applicable up to the closing date.

25.3 Things to remember when closing your accounts

When you close your accounts you must provide to us any unused cheques, passbook, and any card which operates the accounts (including any card issued to an additional cardholder). An account with cheque access may only be closed once all outstanding cheques written on the account have been presented. We reserve the right to return any cheques presented for payment after the account has been closed. Make sure you notify anyone who either directly credits or debits your accounts and be sure to cancel any Periodical Payments or regular transfers either to or from the accounts you are closing. Section C – A guide to using your account

25. How to close your accounts

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25.4 Term Deposit renewals/maturities

If you choose to terminate your Term Deposit, both the principal and interest can be paid in the following ways.

Payment method	Choice of options
At maturity	Paid: • directly to an account at any Australian financial institution;• by Bank cheque (fees apply);• in cash.

When a Term Deposit matures, if we have not received any renewal or repayment instructions before maturity or if you want to vary previously supplied instructions, you have five business days (commencing on the date of maturity) in which to advise us of your instructions or vary previously supplied instructions, and may do so once only during this period of five business days. If no new or varied instructions are received during the period of five business days, the deposit will be renewed in accordance with instructions advised before maturity (if any) or (if none) under the same conditions as applied to the previous term (where available), using the standard interest rate applicable on the date of maturity.

As interest rates change as frequently as daily, all other conditions being equal, it is unlikely the interest rate you receive on your Term Deposit will remain constant from one term to the next.

In some instances conditions applying to your Term Deposit are contrary to the current policies and we may be unable to process your instructions. In this circumstance we will endeavour to contact you to discuss your investment needs. In the meantime, the deposit will be held "On Demand" receiving an at call interest rate.

In the case of a Westpac Landcare Term Deposit, the deposit will rollover as a standard Westpac Term Deposit and will be reinvested for 100 days at the standard 3 < 4 month Westpac Term Deposit rate applicable on the date of maturity. To retain the deposit as a Westpac Landcare Term Deposit, please contact us during the 5 day variation period.

Any instructions to disburse funds from a Term Deposit will be processed on the date of maturity or the date the disbursement is requested. Where the maturity date or the requested date does not fall on a business day, the disbursement will be processed on the following business day. Please allow up to three business days for the disbursed funds from a Term Deposit to be received.

'On Demand' interest

The 'On Demand' (at call) interest rate may apply to periods between maturity and renewal or repayment of Term Deposits. This rate may be lower than Term Deposit interest rates.

Adding additional funds to your Term Deposit via BPAY

If you wish to add additional funds to the Term Deposit during the 5 day variation period using BPAY, you must make the BPAY transaction in time to ensure the funds are received by us before the end of the 5 day variation period. See the terms and conditions of your BPAY facility for information about the time ordinarily taken to process BPAY transfers.

Section D – Additional Terms and Conditions

Deeming Account, Basic Account, Westpac Reward Saver, Westpac eSaver, Westpac Choice Student and Westpac Choice Youth

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26. Deeming Account	 A Deeming Account is available to customers: who are holders of a current Pensioner Concession Card and in receipt of an Australian government pension; or aged 55 years and over who are retired.
	If there is more than one owner of a Deeming Account, then each of the owners must meet the criteria as set out above.
	We may require you to provide proof that you are eligible for a Deeming Account, before the account is opened.
	Eligible customers may only hold one Deeming Account or Basic Account.
	If we become aware that you no longer satisfy our eligibility requirements for a Deeming Account, we may convert the Deeming Account into another account. We will inform you prior to converting your Deeming Account.
	Fees and charges may apply on the new account.
27. Basic Account	A Basic Account is available to customers who are holders of a current Australian Pensioner Concession Card or Health Care Card and whose pension benefit is paid into the account.
	If there is more than one owner of a Basic Account, then each of the owners must meet the criteria as set out above.
	We may require you to provide proof that you are eligible for a Basic Account, before the account is opened.
	Eligible customers may only hold one Deeming Account or Basic Account.
	If we become aware that you no longer satisfy our eligibility requirements for a Basic Account, we may convert the Basic Account into another account. We will inform you prior to converting your Basic Account.
	Fees and charges may apply on the new account.

28. Westpac Choice Student	A Westpac Choice Student account is available to customers who are undergoing full-time studies – you will need to provide proof of this to be eligible.
	If there is more than one owner of a Westpac Choice Student account, then each of the owners must meet the criteria as set out above.
	We may require you to provide proof that you are eligible for a Westpac Choice Student account, before the account is opened.
	Eligible customers may only hold one Westpac Choice Student account.
	If we become aware that you no longer satisfy our eligibility requirements for a Westpac Choice Student account, we may convert the Westpac Choice Student account into another account. We will inform you prior to converting your account.
	Fees and charges may apply on the new account.
<u>29. Westpac Choice</u> <u>Youth</u>	A Westpac Choice Youth account is available to customers who are under the age of 21.
	If there is more than one owner of a Westpac Choice Youth account, then each of the owners must meet the criteria as set out above.
	We may require you to provide proof that you are eligible for a Westpac Choice Youth account, before the account is opened.
	Eligible customers may only hold one Westpac Choice Youth account.
	If we become aware that you no longer satisfy our eligibility requirements for a Westpac Choice Youth account, we may convert the Westpac Choice Youth account into another account. We will inform you prior to converting your account.
	Fees and charges may apply on the new account.
<u>30. Westpac Plus</u>	If you have a Westpac Choice or Westpac Choice eAccount account as part of Westpac Plus, you have access to a range of additional benefits. These benefits may change from time to time. Details of the current benefits can be found on our website at www.westpac.com.au/westpacplus or by contacting us on 1300 655 763 or at any Westpac branch.

Section D – Additional Terms and Conditions

Deeming Account, Basic Account, Westpac Reward Saver, Westpac eSaver, Westpac Choice Student and Westpac Choice Youth

<u>31.</u>	Westpac	Reward
<u>Sav</u>	<u>/er</u>	

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The Westpac Reward Saver account has 2 different bonus interest criteria as outlined below.

No bonus interest is payable on balances for the month in which an account is closed.

For Westpac Reward Saver accounts that meet the bonus interest criteria for the current month but not for the following month, interest accrued on and after the last business day of the current month will not be paid. However, for Westpac Reward Saver accounts that do not meet the bonus interest criteria for the current month but qualify for the bonus interest for the following month, interest accrued on and after the last business day of the current month will be included in the interest calculation for the following month.

If you meet the bonus interest criteria, bonus interest will be paid to the account on the full balance.

31.1 Standard bonus interest criteria

You qualify for a bonus interest rate above the interest rate that usually applies to your Westpac Reward Saver account in a month if, during the full calendar month, you:

- maintain a credit balance; and
- make at least \$50 deposit into the account; and
- make no withdrawals from the account (except bank account fees, government transaction taxes or withdrawal of funds to place in Westpac Term Deposits).

31.2 Bonus interest criteria on accounts opened for full-time students, youth and "As-trustee-for"

Westpac Reward Saver accounts opened:

- "As Trustee For" a child; or
- for a full-time student; or
- for a youth (customers under 21 years of age).

will qualify for the bonus interest rate if, during the full calendar month, you:

- maintain a positive/credit balance; and
- make a deposit into the account; and
- make no withdrawal from the account (except bank account fees, government transaction taxes or withdrawal of funds to place in Westpac Term Deposits).

32. Westpac eSaver

32.1 Account opening

Westpac eSaver account is an online savings account that can only be accessed through automated Telephone Banking and Internet Banking. As such, customers must hold another Westpac transaction or savings account to physically access funds from the Westpac eSaver account.

When opening a Westpac eSaver account, you must:

- hold a Westpac transaction or savings account in the same name(s) as the Westpac eSaver account; and
- be registered for Telephone Banking and/or Internet Banking.

Section E – A guide to using your card

33. Debit MasterCard and Handycard

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When you first open your accounts, you will be offered a Debit MasterCard or Handycard. You can use your Debit MasterCard or Handycard to get instant access to your funds at ATMs throughout Australia and overseas, and at outlets that have EFTPOS within Australia.

In addition, you can use your Debit MasterCard on the internet or over the phone to purchase goods and services and pay bills using BPAY. You can also use your Debit MasterCard to make purchases overseas wherever you see the MasterCard logo. A Debit MasterCard or Handycard comes free with your account, although they are not available on any Term Deposit or a Westpac eSaver account. A Debit MasterCard will only be issued if the customer meets the eligibility criteria. Customers must be over 18 years of age and have an Australian residential address to be eligible for the card.

If you decide not to obtain a Debit MasterCard or Handycard at the time you open your account, you can apply for one at any time in the future. Simply visit any branch or www.westpac.com.au or call Telephone Banking on 132 032.

34. Using your Debit MasterCard

You can use your Debit MasterCard to purchase goods or services from merchants in the following ways:

- at merchants in Australia or overseas by pressing the 'credit' button and signing the transaction slip;
- at merchants in Australia by pressing the 'cheque'/'savings' button (if applicable) and entering your PIN;
- over the phone by quoting the Debit MasterCard number and expiry date on the front of your card;
- on the internet by using the Debit MasterCard number and expiry date on the front of your card;
- withdraw cash at ATMs by pressing the 'cheque'/'savings' button (if applicable) and entering your PIN.

All transactions you make using your Debit MasterCard (including transactions using the 'credit' button on an EFTPOS terminal) will be counted towards the free monthly withdrawal allowance that may apply to the deposit account(s) linked to your card.

Some fees and charges apply when you use your Debit MasterCard.

At various retail and service outlets you have the convenience of paying for goods and services and (at some outlets) obtaining cash directly from your account (known as 'cash out') by presenting your Debit MasterCard or Handycard. Please note that for Debit MasterCards where you select the 'credit' button on the EFTPOS terminal you cannot also get 'cash out'.

The Bank's cards are accepted at any EFTPOS location in Australia. When you make a transaction at an ATM or EFTPOS terminal, you authorise us to act on the instructions you enter into the terminal. When purchasing using EFTPOS you should ensure that the transaction amount is correct before you enter your PIN at the terminal. By entering your PIN (or for Debit MasterCard transactions when you sign a transaction voucher) you indicate your agreement that the transaction amount is correct.

Generally all transactions will need to be authorised by us before they can proceed. Prior to any transaction being completed, the merchant or other person involved in the transaction may obtain an authorisation for the transaction.

The purpose of this authorisation is to confirm that there are sufficient funds available in the default deposit account for the transaction. This authorisation may be completed for a transaction that occurs at a later time such as hotel accommodation and car hire.

35.1 Recurring payments

You can purchase goods or services at any time by authorising another person or company (merchant) to transact on the default deposit account by quoting your 16-digit Westpac Debit MasterCard number and expiry date.

To cancel such an authority, you must notify the merchant. Please note, unlike Direct Debits, Westpac is unable to cancel a recurring payment on your behalf. Until you cancel your authority, the merchant is entitled to request Westpac to debit the account and Westpac is obliged to process this request. If the merchant does not comply with your request to cancel the authority, you must provide Westpac with a copy of the correspondence with the merchant to enable Westpac to dispute the relevant transaction(s) on your behalf.

35. Authorising Debit MasterCard transactions

Section E – A guide to using your card

35. Authorising Debit MasterCard transactions

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Once the authorisation is obtained, it will reduce the amount of available funds in the account. If the purchase or other transaction is not completed, the amount of available funds in the account may continue to be reduced until the authorisation is cleared.

35.2 Mismatched authorisations

Some merchants may request confirmation that you have sufficient funds in your account to meet the anticipated cost of goods and services they will supply (this is a common practice in hotels and car rental agencies). We treat this request as a 'request for authorisation'. Once the authorisation is made, the available funds in your account are reduced by up to the amount anticipated by the merchant. This means the balance in your account may not indicate the correct amount until the authorisation is cleared and you may find you have reduced funds in your account. When the goods and services have been supplied the merchant may request a subsequent authorisation for the actual costs. This may have the effect of reducing your available balance further by the sum of two authorisation amounts.

35.3 Delayed authorisations

Debit MasterCard EFTPOS transactions that use the 'credit' button may take some weeks to be processed and debited to your account. If we gave an authorisation for the purchase or payment, the balance on your account may be greater than the available funds in your account. Please consider this whenever you reconcile your account statement.

If you use your card to purchase fuel and/or other goods or services at a petrol station by swiping your card at a fuel pump EFTPOS facility and selecting the 'credit' button, an authorisation for the amount of sixty dollars (\$60) will be processed to your account to cover the anticipated amount of the purchase. If the subsequent purchase amount is less than fifty four dollars (\$54) or greater than sixty six dollars (\$66), the sixty dollar authorisation will remain until the authorisation is cleared. This will temporarily reduce the amount of available funds in that account. This authorisation process will not occur if you press the 'cheque' or 'savings' button at the fuel pump, or where the card is used to pay for purchases inside the petrol station.

35.4 Reversing a transaction

Where you have authorised another person or company (merchant) to transact on the account by providing your Westpac Debit MasterCard number or used your card to make a purchase at an EFTPOS terminal by selecting the 'credit' button, you may be entitled to reverse (chargeback) the transaction where you have a dispute with the merchant. For example, you may be entitled to reverse a transaction where the merchant has not provided you with the goods or services you paid for.

Please note, Westpac is not able to reverse (chargeback) on:

- direct debit transactions set up using your default deposit account number and branch number (BSB); or
- transactions at EFTPOS terminals when you have selected the 'cheque'/'savings' button.

You must notify Westpac if you believe you are entitled to reverse a transaction. If Westpac is satisfied after investigation that you are entitled to reverse a transaction, it will credit your account for the amount initially debited for the transaction.

36.1 Debit MasterCard does not provide credit

Subject to clause 19.4 (Overdrawing your accounts), Westpac does not agree to provide any credit in respect of your Debit MasterCard. Using the 'credit' button at ATM or at EFTPOS terminals when you use your Debit MasterCard to make withdrawals or purchases gives you access to the funds available in your account and does not provide you with any credit in respect of the account.

36.2 Your card and PIN

A Debit MasterCard or Handycard and your PIN will be mailed to you separately after the account is opened. A Debit MasterCard will be issued up to 5 working days after the account is opened provided you meet eligibility criteria. A Handycard will be issued up to 5 working days after the account is opened provided all signatories have been identified.

<u>36. Rules about your</u> <u>Debit MasterCard and</u> <u>Handycard</u>

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<u>36. Rules about your</u> <u>Debit MasterCard and</u> <u>Handycard</u>

continued

Your PIN may be a four digit number allocated to you by us, or it may be a four to six digit number or word that you have personally selected. You have the option of changing your PIN to one of your own choice at any time (including where your record of the PIN has been lost or stolen) using the Customer Select PIN pads located in many of our branches. Your PIN is effectively an electronic signature that cannot be forged and therefore is much more secure than a written signature.

If you are travelling overseas you will need to have a four-digit PIN, as not all countries have the same ATM system and many overseas ATMs don't let you enter your PIN as a word.

For information on liability for Debit MasterCard and Handycard usage and PIN/code protection please refer to Section G in this booklet.

36.3 Card validity and expiry

When cardholders receive their Westpac Debit MasterCard or Handycard, for security reasons, they must sign it immediately. It should only be used within the 'valid from' and 'valid thru' dates.

As soon as a card expires, ensure that you destroy it by cutting it into several pieces and disposing of them securely.

36.4 Daily withdrawal limit

A maximum daily transaction limit of \$1,000 applies to your card. This can be increased to a daily limit of up to \$2,000 or decreased to \$500, \$300 or \$200 at your request.

Your daily transaction limit can be used for:

- cash withdrawals through ATMs debited to any account;
- transactions through EFTPOS terminals debited to your transaction and/or savings accounts.

The maximum daily transaction limit does not apply:

- at branch terminals;
- to any transaction made through an EFTPOS terminal when the cardholder selects the 'credit' button on the terminal (Debit MasterCard only);
- to vouchers manually processed by a MasterCard merchant (Debit MasterCard only).

You will be advised of the maximum daily transaction limit when the card is issued to you, and you will subsequently be advised of any changes we make to the limit. You can change your limit by calling Telephone Banking or visiting a branch. In deciding whether you may require the standard daily limit to be increased or decreased, bear in mind that the higher the limit, the more funds will be able to be withdrawn via ATMs and EFTPOS by any unauthorised person who may come into possession of your card and PIN. In this regard, refer to clause 47 in this booklet.

36.5 Card cancellation

The Bank may cancel any card at any time, without prior notice.

Once you are notified of the cancellation, you must not use your card. You must destroy it by immediately cutting it into several pieces and disposing of them securely.

You may contact us to cancel your card at any time by calling our Cards Customer Call Centre or by returning the card to us. A cancellation may not be effective until the card has been surrendered, or you have taken all reasonable steps to have the card returned to us. What constitutes taking all reasonable steps to have a card returned to us, where you are the account holder and the card in question is held by another person, will vary depending upon the particular circumstances. At a minimum, it will require you to contact that person, if at all possible, and request them to surrender their card to you, so that you can return it to us.

If you close your accounts or where the card has been cancelled, the account holder will remain liable for transactions:

- made using the card prior to or after its cancellation or closure of the accounts; or
- made using the card number for mail, internet, telephone and standing order transactions which have not been cancelled prior to termination.

The user may be liable to the account holder for any use of a card after the user has received notice of its cancellation.

36.6 Card re-issue

We may issue a new card to you at any time. All re-issued cards are subject to the terms and conditions of the card. We reserve the right not to re-issue a card.

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<u>36. Rules about your</u> <u>Debit MasterCard and</u> <u>Handycard</u>

continued

36.7 Withdrawals at branches and other financial institutions

The minimum withdrawal amount may vary between financial institutions. Before a cash withdrawal is processed in Australia you may be required to provide a second form of identification, such as a passport or driver's licence. Overseas, a passport will be required for Debit MasterCards only. Handycards cannot be used to withdraw funds from your account over-the-counter at any bank overseas.

36.8 All cards remain our property

All cards remain the property of the Bank and you are required to return the card to us on:

- our request;
- cancellation of your card;
- closure of all of the accounts which are linked to your card;
- termination of your authority to operate all accounts which are previously linked to your card;
- if the account(s) linked to the Debit MasterCard is closed, the card will be automatically cancelled.

36.9 Overseas transactions

Customers can access their funds in their linked default account at any international ATM where the MasterCard logo is displayed, by using their Debit MasterCard and PIN.

At overseas ATMs you cannot use your Debit MasterCard to make deposits or transfer funds between consumer deposit accounts linked to your Debit MasterCard. To access funds from your default account at overseas ATMs, select the 'credit' button.

Transaction fees apply for the use of ATMs overseas (except for ATMs participating in the Global Alliance). Foreign currency transaction fees apply to all transactions. If the amount of the transaction is more than your available balance, the transaction may be rejected and no fees will be charged.

Fees charged by MasterCard[®] Worldwide during the conversion process are passed on to you by us. A Foreign Currency Transaction Fee is also charged by us for these transactions.

MasterCard Worldwide processes foreign currency transactions, including charges incurred and refunds made, and converts these transactions into Australian dollars. Transactions that are made in foreign currencies other than United States dollars are converted into United States dollars before being converted into Australian dollars. The exchange rate used for conversion is either a government mandated exchange rate or a wholesale exchange rate, selected by MasterCard Worldwide for the applicable currency on the day the transaction is processed. That rate may differ from the rate applicable to the date the transaction occurred, or the date when the transaction is posted to your account. Please note that exchange rates quoted by Westpac in Australia are not used to convert foreign currency transactions to the Australian dollar equivalent.

To facilitate the processing of card transactions, information relating to your card details and transaction details may be processed by MasterCard Worldwide in countries other than Australia. By making a cash withdrawal with your Debit MasterCard or Handycard or a purchase (for Debit MasterCard only), you agree that information regarding the transaction may be processed outside Australia.

36.10 Falcon[™] Fraud Detection System

Whether you are purchasing goods or services online, by phone or pressing 'credit' via an EFTPOS terminal, Falcon[™] fraud detection will help to protect your Westpac Debit MasterCard from fraudulent transactions 24 hours a day, 7 days a week. Falcon software monitors your usual card spending and can detect unusual spending patterns or transactions. If Falcon identifies a transaction as being suspicious, Westpac will contact you to confirm if the transaction was yours.

36.11 What to do if you want to dispute a Debit MasterCard transaction

If you need to dispute a transaction on your Debit MasterCard, you must do so in writing within the timeframe stipulated by the MasterCard scheme rules, which is 90 days from the date of the transaction. If you do not dispute the transaction within this timeframe, your ability to obtain a refund may be limited under the scheme rules. However, to avoid the possibility of your dispute being adversely impacted by administrative delays in the disputes process, we recommend that you lodge your dispute within 60 days of the transaction date. Please note that this time limitation does not apply to transactions made using a card and PIN.

36.12 Statements

You should keep all voucher and transaction records given to you when using your card.

You can use these to verify the transactions on your account.

Section F – Ways of accessing your accounts

Your choices at a glance

As the table below shows, there are many ways you can use your accounts, with some of these services available 24 hours a day, 7 days a week. Choose the services that work best for you – they're all detailed in the rest of this section.

Access channel	What it offers
ATM ¹	Get access to your cash 24 hours a day, 7 days a week in Australia or overseas wherever you see a MasterCard/Cirrus logo.
BPAY®	Pay your bills 24 hours a day, 7 days a week using Telephone Banking and Internet Banking – direct from your account.
Branch	See our branch staff for over-the-counter transactions, sales, advice, and help with services like Telephone Banking and Internet Banking.
Cheque	Convenient for paying bills and a lot safer than carrying large amounts of cash.
EFTPOS	Pay for purchases in Australia and overseas wherever MasterCard is accepted.
Internet Banking	See all your accounts on one screen to get a better picture of your banking instantly.
In-store	Face-to-face service for everyday banking from the convenience of a dedicated counter in a local store.
Telephone Banking	Check balances, pay bills and transfer money between your accounts automatically, wherever and whenever you like, with just one call.

Please note not all access options are available for Westpac eSaver accounts.

^{1.} Non-Westpac Group branded ATMs apply an ATM operator fee by the ATM Owner, which is disclosed at the time of the transaction on the ATM screen. This fee will be debited on the day (or next business day) of the transaction and itemised separately on your statement.

37. Branch

Our branch staff are available to talk to you in person about products and services, offer advice, and show you how to use services you may not be familiar with, such as Telephone Banking and Internet Banking.

What you need

Debit MasterCard or Handycard and PIN or signature verification.

37.1 What you can do at a branch

- Open accounts.
- Check account balances.
- Obtain balance summaries.
- Get details of your transactions.
- Deposit cash.
- Withdraw cash.
- Transfer funds.
- Cash cheques.
- Ask about ways to minimise fees.
- Get mini-statements and get a copy of a previous statement.
- Deposit cheques over-the-counter.
- Deposit cheques via Express Deposit facility.
- Get advice about the right product for your needs.
- Purchase Bank cheques, an overseas draft or travellers cheques.

38. In-store

These are partnerships between the Bank and a business in your community. An In-store offers face-to-face everyday banking from the convenience of a dedicated counter in a local store, e.g. a banking counter in your local chemist.

At an In-store you'll receive personal counter service for your day-to-day transaction needs, including cash and cheque deposits, cash withdrawals, cheque cashing (by arrangement), obtaining account balances, repayments to home loans, personal loans and credit cards held with the Bank, cash advances on your credit card held with us or another bank, purchasing bank cheques, adding or changing your address details and obtaining current interest rates.

Any other services can be easily accessed by the In-store phone.

In addition, products are available via your local In-store to meet your transaction, savings, investment and credit needs. Plus, you can also get access to our experts for home loans, personal loans, Westpac financial planning and advice, and general insurance.

In-stores are located in a number of regional and metropolitan areas within Australia.

Section F – Ways of accessing your accounts

<u>39. ATMs</u>

What you need

Debit MasterCard, Handycard and PIN.

39.1 What you can do at Westpac branded ATMs

- Withdraw cash 24 hours, 7 days (at some ATMs).
- Obtain a mini-statement.
- Deposit cash and cheques (at some ATMs).
- Transfer money between linked accounts.
- Get account balances and balance summaries.
- Purchase selected vouchers (at some ATMs).

39.2 What you can do at St.George/BankSA branded ATMs

- Withdraw cash 24 hours, 7 days (at some ATMs).
- Get account balances.

Mestpac ATM





ATMs are located wherever you see the above symbols.

Access to your accounts is also available through non-Westpac branded ATMs (including overseas bank ATMs via the MasterCard ATM network) which allow you to obtain account balances or withdraw funds. Please note that an additional maximum daily cash withdrawal limit may apply at non-Westpac Group¹ ATMs. Other restrictions may also apply. To establish if you can use your card at the ATM just look for the **W** on the 'cards accepted' sign.

Using your Debit MasterCard, Handycard and EFTPOS, you can pay for goods and services and obtain cash directly from your deposit account at most retail and service outlets (some outlets do not give out cash).

What you need Debit MasterCard, Handycard and PIN.

40.1 What you can do with EFTPOS

- Make purchases without cash.
- Withdraw cash at the same time from your savings or cheque account.
- Have the choice of account (linked accounts only).
- Get a printed receipt.
- Wide network of acceptance.
- Non-Westpac Group branded ATMs apply an ATM operator fee by the ATM Owner, which is disclosed at the time of the transaction on the ATM screen. This fee will be debited on the day (or next business day) of the transaction and itemised separately on your statement.

<u>40. EFTPOS</u> (Electronic Funds Transfer at Point of Sale)

40.2 Our responsibilities and liabilities (Electronic banking access)

We will maintain electronic banking access to the nominated accounts at all times unless:

- an electronic banking terminal malfunctions or is unavailable;
- a merchant refuses to accept your card;
- at least one of the accounts is overdrawn or will become overdrawn without prior arrangement, or is otherwise considered out of order by us.

The Bank may, at any time, alter the types of accounts which may be operated, or the types of transactions performed, or the types of electronic banking terminals that may be accessed using the card and PIN.

40.3 What happens if an electronic banking terminal does not work?

We will be responsible to the person(s) who owns the account for any loss, which occurs because an electronic banking terminal accepts your instructions but fails to carry out the transaction requested.

If you are aware that the electronic banking terminal is not operating properly we will only be responsible for correcting the relevant account and refunding any fees or charges.

We will not be responsible if an electronic banking terminal does not accept your instructions or your card fails to work in the terminal.

Section F - Ways of accessing your accounts

41. Telephone Banking

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Telephone Banking lets you check balances, pay bills and transfer money between your accounts wherever and whenever you like, with just one call. And, if you need help, a Customer Service Representative is one push of a button away.

What you need 8-digit customer number and 3-digit access code.

41.1 Getting started

To start using Telephone Banking, here's all you need to do:

- call 132 032;
- have your 8-digit customer number handy;
- when your call is answered, select the appropriate menu option to speak with a Customer Service Representative who will then ask you several questions to confirm your identity;
- you will be asked to select a 3-digit access code.

Your 8-digit customer number and your 3-digit access code are all you need to use both self-service and staff-assisted Telephone Banking. These numbers will give you access to all accounts under your customer number. For more information, see the 'Banking Options' booklet and the terms and conditions applying to Telephone Banking available from any branch.

42. Internet Banking You can use Internet Banking to get a better picture of your banking. Not only can you see your accounts instantly, you can also pay almost anyone in Australia or overseas at any time and print out statements fee-free.

What you need8-digit customer ID and 6-character alpha-
numeric password.

Please note not all access options are available for Westpac eSaver, Westpac Term Deposit and Westpac Landcare Term Deposit.

42.1 Getting started

To register for Internet Banking, call 1300 655 505 (24 hours, 7 days a week). When you use Internet Banking for the first time you will be required to accept the terms and conditions that are provided online.

43. BPAY

When you see the BPAY symbol on a bill, you can pay that bill through Telephone Banking or Internet Banking. It's a simple and convenient way to pay your bills.

What you need

Access to Telephone Banking or Internet Banking – the rest of the details are on your bill.

43.1 What you can do with BPAY

- Register for BPAY view and pay bills and receive your bills with BPAY View[™] 24 hours - 7 days.
- Schedule payments up to 90 days in advance using BPAY.
- Obtain a receipt number.
- Use via Telephone Banking or Internet Banking 24 hours 7 days.
- Add funds to a Term Deposit when the Term Deposit is due to be renewed. This needs to be completed within three business days of the term deposit maturing, starting on the date of maturity as the first day.
- Choice of accounts to pay from (however some billers do not accept payments from credit cards).
- Register with BPAY "View Billers" to receive online access to bills.

43.2 Getting started

You don't need to register for BPAY bill payment facility; all you need to do is either call Telephone Banking or log on to Internet Banking, and select bill payments or BPAY from the menu.

Then simply provide the biller code and reference number (and possibly other information) that appears on the bill or invoice. We'll debit your nominated account with the amount you specify.

You can arrange a BPAY payment to be made up to 90 days in the future. Cleared funds must be available in the account the day before the payment is made.

Details of BPAY payments, including a receipt number, will appear on your account statement.

43.3 Rules about BPAY

The Bank is a member of the BPAY Electronic Payments Scheme (BPAY Scheme). You can ask us to make payments on your behalf to billers who wish to receive the payments through the BPAY Scheme. The BPAY Scheme cannot order a stop payment once you have instructed the Bank to make that payment.

BPAY payments can be initiated through Telephone Banking and Internet Banking. The following terms and conditions apply to BPAY through either Telephone Banking or Internet Banking.

Section F – Ways of accessing your accounts

43. BPAY

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43.4 Future dated payments

If we are unable to make a BPAY payment at the future payment date we will advise you by letter. A payment may not be able to be made due to insufficient funds, an invalid account or because the biller no longer participates in the BPAY Scheme.

43.5 Correct and incorrect amounts

Please ensure that you specify the correct amount that you wish to pay. If you instruct a BPAY payment and later discover that:

- the amount you specified is greater than the required amount, then you must contact Telephone Banking;
- the amount you specified is less than the required amount, then you can make another BPAY payment to make up the difference; or
- if you do require a complete BPAY payment refund you can contact Telephone Banking.

43.6 BPAY payments and system cut-off times

Billers participating in the BPAY Scheme will treat BPAY payments you make as received according to the table below.

If the BPAY payment is made	Payment will register as received
Before 6.00pm Sydney time on a business day.	On the date that you make the BPAY payment.
After 6.00pm Sydney time on a business day.	On the next business day.
On a non-business day.	On the next business day.

43.7 Delays

Delays might occur because we received your BPAY instructions after the times referred to above or because another participant in the BPAY Scheme is not complying with its obligations. The Bank cannot be responsible for such delays.

If the Bank is advised that your BPAY payment cannot be processed by a biller, we will contact you to advise you of this, credit your account with the amount of the BPAY payment, and take all reasonable steps to assist you in making the BPAY payment as quickly as possible.

43.8 Other concerns and their solutions

Please tell the Bank promptly if you become aware of:

- any delays or mistakes in processing your BPAY payments;
- if you did not authorise a BPAY payment that has been made from your account;
- if you think that you have been fraudulently induced to make a BPAY payment.

We will attempt to rectify any such BPAY payments (other than incorrect payment amounts that you must pay) in the way described in the liability section immediately below. However, except as set out in the liability section, we will not be liable for any loss or damage you suffer as a result of using the BPAY Scheme. If you make an erroneous or mistaken payment, this will not satisfy part or whole of your underlying debt to the biller.

43.9 If you suspect fraud

If you make a BPAY payment because of the fraud of a person involved in the BPAY Scheme (e.g. a biller), then that person should refund you the amount of the fraud induced payment. If you are not able to obtain a refund then please advise the Bank and the Bank will inform you of other rights of recovery you may have under the BPAY Scheme rules.

43.10 Consequential loss

The Bank is not liable for any consequential loss or damage you suffer as a result of using the BPAY Scheme, other than in relation to any breach of a condition or warranty implied by law in contracts for the supply of goods and services which may not be excluded, restricted or modified at all, or only to a limited extent.

43.11 Liability for BPAY transactions

With respect to BPAY transactions, the account holder will not be liable for loss of funds if a BPAY payment is made:

- to a person or for an amount which is not in accordance with the user's instructions; or
- in accordance with a payment direction which appeared to us to be from a user or on a user's behalf but for which a user did not give authority; and
- the account was debited for the amount of that payment.

In these situations, we will credit that amount to the account.

In situations where the account holder is liable for loss of funds by virtue of the above liability provisions, the account holder must pay us the amount if, after 20 business days of us attempting to recover it from the payee, we cannot do so.

Section F – Ways of accessing your accounts

A cheque provides a convenient way of paying a bill or receiving a payment and it's a lot safer than carrying a large amount of cash.

44. Cheques

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44.1 What cheques offer

- Pay bills.
- Pay others.
- Safety (don't need cash).
- Stop payment if necessary (on cheques you have written).
- Early clearance available (on cheques you have received).

44.2 Personal cheques

Cheques are available on transaction accounts including Westpac Choice, Westpac Choice eAccount, Classic Plus, Deeming Account and Westpac Cash Manager. Cheque access is not available on the other accounts in this booklet.

A cheque book is ideal if you need to write cheques regularly, and saves you from visiting a branch to purchase Bank cheques. The cheques are drawn on your account and are prepared by you.

There is a variety of books for you to select from, which range in size and quantity, including pre-stamped 'not negotiable' books or those personalised for you.

A new cheque book is mailed to the same address as your account statement and will be automatically reordered and mailed to you when you are 80% of the way through your current cheque book. Cheque books can also be ordered via Telephone Banking or by visiting any branch.

44.3 Open or 'uncrossed' cheques

An open cheque is one that is uncrossed, that is, a cheque that does not have two parallel lines across it. It is an instruction to the Bank to pay anyone who presents the cheque (assuming that the cheque is a 'bearer' cheque) at the branch of the Bank where the drawer's account is held, rather than the cheque being required to be deposited into the account. If the cheque was lost and presented for payment by the person who found it, the Bank would not normally be responsible for reimbursing the money to the drawer. You should always make your instructions clear.

44.4 'Not negotiable' cheques

A cheque is a negotiable instrument, that is it can be passed from one person to another. A crossed cheque, with or without the words 'not negotiable' written between the lines, protects the 'true owner' in case it is lost or stolen. For example, if someone persuades a tradesperson to accept a stolen 'not negotiable' cheque as payment for a service, the tradesperson would be liable to refund the amount of the cheque to its rightful owner, provided the thief cannot be located or cannot make good the loss.

44.5 Account payee only cheques

If you write 'account payee only' on a crossed cheque, you are instructing us that you wish the cheque to be paid into the account of the person you have named on it.

44.6 'Or bearer' cheques

If the words 'or bearer' appear at the end of the line on which you have written the payee's name and you leave the cheque uncrossed and without the words 'not negotiable' on it, we will have to pay the proceeds to anyone who presents the cheque. If, on an uncrossed cheque, you cross out 'or bearer' or write in 'or order' and the cheque is presented for payment in cash, we have to pay the proceeds only to the person whose name is on the cheque, or as they direct.

45.1 Third party cheque deposits

Cheques can normally only be deposited into the account of the person(s) or company named as payee on the cheque.

If you are depositing a cheque to your account, where you are not the person(s) or company named (i.e. you are a 'third party'), please ensure that the payee transfers ownership to you by signing the back of the cheque in the following manner:

Please pay (your account name) Signed (payee's signature)

In addition, at the time you make the deposit, we will ask you how you got the cheque. This is to confirm your ownership of the cheque and avoid problems that sometimes occur with lost or stolen cheques.

If the cheque has not been properly signed over to you, or if a satisfactory explanation is not given as to how you received it, the Bank may refuse to accept deposit of the cheque.

45. Rules about depositing cheques

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45. Rules about depositing cheques

continued

45.2 Withdrawing money from a deposited cheque

Funds may be withdrawn after three business days. (In certain uncommon circumstances, this may be extended by a further one, or even two, business days). However, in some cases withdrawals may be permitted earlier. This is only done at the Bank's sole discretion and you should contact your branch. When drawings are made before a deposited cheque is cleared, you will have to reimburse us if the cheque is subsequently dishonoured. A cheque is dishonoured when there aren't sufficient funds in the account of the writer of the cheque or there is some irregularity in connection with the cheque.

45.3 How to get access to cheque funds early

The value of a cheque that you deposit to your account is normally made available to you after 3 business days.

A valid cheque can sometimes be cleared on the day it is presented if you are willing to pay for the service, which is called 'Special Answer' or 'Special Clearance'. There are fees for this service (depending upon the option you select).

The cheque will be cleared for you to withdraw the funds once it is paid by the other bank.

45.4 Dishonoured cheques deposited into your account

If a cheque is returned to us unpaid it means it has been dishonoured by the bank on which the cheque was drawn. If that happens we may return the cheque to you. We will also reverse the entry in your account, that is deduct the amount we credited. If the cheque you deposited is not paid, it is your responsibility to pursue payment from the person who gave it to you. There are a number of reasons why a cheque may be dishonoured, some of which are:

- there are insufficient available funds in the account of the drawer (the person who signed the cheque) to cover the amount written on the cheque;
- the cheque is not signed, the signature is not valid or more than one signature is required;
- the cheque is post-dated i.e. presented for payment before the date that is written on it;
- the cheque is stale presented for payment more than 15 months after the date written on it;
- the cheque has been materially altered without the alterations being properly signed or initialled by the drawer or another authorised person;
- the cheque has been 'stopped' by the drawer (see over the page for more information on 'stopping' cheques and any fees involved);

- there is a court order which prevents the drawer's account being used;
- the Bank has been notified of the drawer's death, mental incapacity or bankruptcy.

You are charged a fee for every cheque you issue that is dishonoured (known as an 'outward dishonour'). On a personal account if you deposit a cheque from someone else and it is dishonoured (known as an 'inward dishonour'), you will not be charged a fee. If a cheque has not been cleared, we will notify you as soon as possible.

45.5 Bank cheques

Bank cheques, drawn by a bank on itself, are a widely accepted means of safe payment, and a safe alternative to carrying large amounts of cash. Bank cheques can be purchased at any branch where they are prepared on the spot.

Bank cheques can also be purchased online via our Internet Banking service. With this option you must have an existing account.

You can pay for the bank cheque and the fee either in cash or by withdrawing funds from your account with us.

Fees for bank cheques purchased via our Internet Banking service will be debited to your account along with the value of the bank cheque purchased.

A bank cheque has to be cleared like any other cheque and may be dishonoured if it was lost, stolen, destroyed, our signature was forged, the cheque was fraudulently and materially altered, and for other reasons that would affect its validity.

If a bank cheque you have purchased is lost, stolen, or destroyed, please contact any branch immediately with your original bank cheque purchase receipt. There is a fee for replacing a bank cheque.

If a bank cheque is no longer required, the purchaser, may cancel it and request a refund at any branch. The original bank cheque and purchase receipt should be provided when requesting a refund. There is a fee for refunding a bank cheque.

Tips for using cheques

- Always be careful when writing a cheque or accepting one. Take time to make sure that it is accurate, properly crossed (when required) and signed. Then double-check it. That way you'll minimise the risk of forgery or fraud.
- Don't leave gaps between words and figures-use all the space and add 'only' to the amount to be paid where it does not include any cents (e.g. fifty dollars only).
- Fill up any empty spaces with a horizontal line.
- Never use a pencil, non-permanent ink pen or a correctable typewriter to write a cheque as it can be easily erased and altered.
- Never sign a cheque before you use it (and never sign a blank cheque).
- When you alter a cheque you have written, you must sign your name or initials next to where you made the alteration.
- Tell the Bank immediately if a cheque, your cheque book or some forms from your cheque book have been lost or stolen. This will enable us to stop unauthorised cheque payments and prevent or minimise resulting losses.
- Never leave your cheque book where it can be found by someone else.

<u>Section G – Security and liability for Card,</u> Telephone Banking and Internet Banking usage

Anyone who has your card and PIN, Telephone Banking access code or Internet Banking password can make transactions on your accounts, you must take special care to protect them.

46. Protecting your Card, your PIN and other codes

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46.1 Protecting your Card

To protect your card you must:

- sign it as soon as you receive it;
- carry it with you whenever you can;
- regularly check that you still have your card;
- not give your card to anyone else, including a family member or friend.

46.2 Card and PIN

If you make a record of your PIN you must keep it separate and well away from your card unless the PIN is reasonably disguised. However, to minimise the risk of unauthorised transactions occurring on your account, it is best to keep your PIN record, even if disguised, separate and well apart from your card.

For example, you must not keep your card and undisguised PIN together:

- in a wallet, bag or briefcase even if in different compartments;
- in your car, even if in different areas of your car;
- in your office or at home in the same room;
- in any other situation where your card and PIN can be found and used.

46.3 Protecting your PIN and other access codes

To protect your codes you must:

- try to memorise them;
- destroy our letter telling you your PIN (if applicable) and any documentation we issue to you containing a code;
- not write your PIN on your card, even if it is disguised;
- not keep a record of your PIN with or near your card;
- not tell anyone your codes, including family members, and friends;
- your Telephone Banking 3-digit access code will be requested by Telephone Banking staff to confirm your identity.

<u>Section G – Security and liability for Card,</u> Telephone Banking and Internet Banking usage

46. Protecting your Card, your PIN and other codes

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You should only reveal this number to Westpac Telephone Banking employees:

- if you select your own code, do not select a number or word that can be easily guessed, such as part of the data imprinted on your card, a previously selected PIN, consecutive numbers, one number repeated or numbers which form a pattern, or that can easily be associated with you, such as your date of birth, telephone number, driver's licence number and so forth;
- make sure that nobody watches you or hears you when you are entering or using your codes at electronic equipment;
- never enter your PIN in an electronic banking terminal that does not look genuine, has been modified, has a suspicious device attached to it or is operating in a suspicious manner;
- be ready to make a transaction when you approach an ATM or EFTPOS terminal;
- make sure that you do not leave anything behind when you complete a transaction including leaving your card unattended in or at an ATM;
- notify us immediately if your PIN mailer has not been received intact, or if a PIN change has taken place without being requested.

If you select your own code, for security reasons you should endeavour to change it at regular intervals (say, every two years).

If you make a record of your codes you must either take reasonable steps to prevent unauthorised access to the record or ensure the record is reasonably disguised. We do not consider that you have made a reasonable attempt to disguise a code if you only:

- record it in reverse order;
- record it as a series of numbers with any of them marked to indicate the code;
- record the code as a telephone number with the code in its correct sequence anywhere within the telephone number;
- record the code as a telephone number where no other telephone numbers are recorded;
- disguise the code as a date or as an amount.

There may be other forms of disguise which may be similarly unsuitable because of the ease of another person working out your code.

Please note: Liability for losses resulting from unauthorised transactions is determined under the relevant provisions of the Electronic Funds Transfer Code of Conduct, notwithstanding the obligations listed above.

46.4 Loss or theft of a card or PIN

You must immediately notify us if your card or PIN record is lost or stolen, or you suspect that unauthorised transactions have been made on any account. This will enable us to put a stop on your card straight away preventing or minimising losses resulting from unauthorised transactions and your potential liability for such losses (refer to clause 47 in this booklet). The best way to contact us is by visiting a Westpac branch or calling our Cards Customer Service Call Centre on:

- 1300 651 089 if you are calling within Australia;
- +61 3 6345 1058 if you are calling from overseas.

If your Debit MasterCard is lost overseas you may report the loss to:

- MasterCard Global Cardholder Services;
- any financial institution displaying the MasterCard logo.

We will give you a notification number or some other form of acknowledgment which you should retain as evidence of the date and time of your report.

We may require you to confirm your report at one of our branches and complete certain documentation.

If you can't contact us by phone because our emergency telephone numbers are not available, you will not be responsible for unauthorised use of your card which could have been prevented if you were able to contact us by phone.

You must, however, tell us of the loss or theft of your card within a reasonable time from the re-establishment of our telephone reporting facilities.

47.1 When the account holder is not liable

The account holder will not be liable for losses resulting from unauthorised transactions where it is clear that the user has not contributed to the loss.

The account holder will not be liable for losses resulting from unauthorised transactions that:

 are caused by the fraudulent or negligent conduct of our staff or agents or of companies involved in networking arrangements or of merchants (ie. providers of goods or services) who are linked to the electronic funds transfer system or of their agents or employees; or

47. Liability for unauthorised transactions

<u>Section G – Security and liability for Card,</u> <u>Telephone Banking and Internet Banking usage</u>

47. Liability for unauthorised transactions

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- happen before the user receives their card or receives or selects their code(s), including a replacement or reissued card or code; or
- happen after we have been notified that a card has been misused, lost or stolen or that the security of any code has been breached; or
- happen after you have requested us to cancel a card and have either returned the card to us, or taken all reasonable steps to have the card returned to us (see clause 36.5 for card cancellation); or
- are made with a card or with any other component of an access method that is forged, faulty, expired or cancelled;
- are the result of the same transaction being incorrectly debited more than once to the same account.

47.2 When the account holder is liable

The account holder will be liable for losses resulting from transactions which are carried out by the user, or by another person with the user's knowledge and consent.

The account holder will be liable for actual losses resulting from unauthorised transactions caused by the user:

- engaging in fraud; or
- voluntarily disclosing any of their codes to anyone, including a family member or friend; or
- keeping a record of a PIN:
 - without making a reasonable attempt to disguise it or to prevent unauthorised access to it; and
 - in a way that it could be lost or stolen with their card; or
- keeping a record of a code:
 - without making a reasonable attempt to disguise it or to prevent unauthorised access to it; and
 - where more than one code is used, recording both/all codes in a way that they could be lost or stolen together; or
- writing their PIN or a disguised record of their PIN on their card; or
- selecting a code which represents their birth date, or being an alphabetical code which is a recognisable part of their name, after we have asked them not to select such a code and told them of the consequences of doing so; or
- acting with extreme carelessness in failing to protect their codes.

The account holder will also be liable for actual losses resulting from unauthorised transactions caused by the user unreasonably delaying notifying us of the misuse, loss or theft of their card, or of their code(s) becoming known to someone else. The account holder's liability will only extend to losses which occur between the time when the user became aware (or should reasonably have become aware) of such misuse, loss or theft and when we were actually notified.

However, the account holder will not be liable to pay for:

- that portion of the losses incurred on any one day which exceed the daily transaction limit applicable to the card, their account(s) or the relevant access method;
- that portion of the losses incurred which exceed the balance of their account(s), including any pre-arranged credit;
- losses incurred on any accounts which the account holder and the Bank had not agreed could be accessed using the relevant access method.

The account holder's liability is subject to the Bank proving on the balance of probability that the user contributed to the losses in one or more of the ways listed above.

47.3 When limited liability applies

The account holder will only be liable for losses resulting from unauthorised transactions to a limited extent, in circumstances where a code was required to perform the transaction and it is unclear whether the user contributed to the loss. The account holder's liability in such cases will be the least of:

- **\$**150; or
- the balance of the account(s), including any pre-arranged credit; or
- the actual loss at the time we are notified of the misuse, loss or theft of the card or of the code(s) becoming known to someone else (excluding that portion of the loss incurred on any one day which exceeds the applicable daily transaction limit).



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