



EFTPOS CARD CONDITIONS OF USE



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11. Definitions

1. EFTPOS Card Conditions of Use

1.1 Important information about these Conditions of Use.

These Conditions of Use contain the terms and conditions that apply to EFTPOS Cards that are issued by us.

The Westpac General Terms and Conditions also apply to your use of your Card.

If there's a conflict between the terms of these Conditions of Use and the terms of the Westpac General Terms and Conditions, to the extent the terms are about substantially the same thing then the terms in these Conditions of Use will apply. If it makes sense for both of the terms to apply then both will apply.

Please read this document and keep it in a safe place.

If, at any time, we have a 'Customer Commitment', the commitments in that 'Customer Commitment' don't apply to these Conditions of Use.

We recommend that you read these Conditions of Use carefully. If you're unsure about anything, we're happy to answer any questions. We also recommend you seek legal advice if there is anything that you don't understand in these Conditions of Use.

1.2 Use of examples and other additional information.

We've included some examples where we think it might be helpful to you.

Examples will be in a grey box like this:

Example – When we illustrate an example it will look like this.

We've also included some additional information to bring certain important details to your attention.

This additional information is set out next to an icon like this:



You should always consider the trustworthiness and standing of the merchant before you complete any transaction.

These examples and additional information do not form part of these Conditions of Use.

When we say ‘including’ in these Conditions of Use, it means we are providing one or more examples but we aren’t limiting what could be included.

Our contact details are:

0800 888 111

Westpac New Zealand Ltd,
PO Box 934 Shortland Street
Auckland 1140.

1.3 Your agreement with us is made up of:

- These Conditions of Use
- The Transaction and Service Fees brochure.

By using your Card, you confirm you agree to these terms.

In addition to these Conditions of Use, you’ll also need to comply with any terms and conditions which apply to your Account when you use your Card.

1.4 You must:

- Keep your Card and PIN secure
- Promptly tell us if you change your personal details (including your name, address, telephone or mobile numbers and email address). If you don’t tell us, you may miss out on important information.

If you have any queries about your Card, you can call us on **0800 888 111**.

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

Westpac, Private Bag 92503
Victoria Street West
Auckland 1142.

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

1.5 Meaning of certain words in these Conditions of Use.

- **We, us** or **Westpac** – means Westpac New Zealand Limited. It also includes our agents. The word '**our**' has a similar meaning.
- **You** – means the person who we issue the Card to. '**Your**' has a similar meaning.

Certain other words used in these Conditions of Use also have special meanings. We have included a list of these words in the '**Definitions**' section towards the end of these Conditions of Use. Words that are included in the definitions section are capitalised – for example 'your Account'.

1.6 PINs.

- You'll need to have a PIN to use your Card in electronic funds devices such as ATMs and EFTPOS Terminals
- You'll need to visit a Westpac branch to select a PIN. When you do this, you'll need to bring two forms of identification – and one of the forms of identification must have your signature on it
- If you are reissued with a Card before the expiry date of your existing Card, your existing PIN will be transferred to your new Card

2. Keeping Cards and PINs safe.

- It is important that you keep Cards, and your PIN safe. You need to comply with all relevant requirements in this section
- You must not choose a PIN which is easy to guess. For example, PINs must not be numbers connected with birth dates, parts of telephone numbers, or parts of driver's licences. PINs also shouldn't be parts of the Card number, sequential or easily guessed numbers (e.g. 1234 or 2222)
- We recommend using different PIN numbers for different cards and equipment (e.g. security alarms, lockers, etc)
- You must memorise your PIN. You must not write the PIN down, especially not on the Card itself

- Do not tell anyone else a PIN (even any family members, police or bank staff)
- You shouldn't let anyone else use your Card or PIN
- You must also take all reasonable care to make sure that your PIN is not disclosed. You shouldn't let anyone else see your PIN at EFTPOS Terminals or ATMs
- You must always get your Card back after using it
- You must take all reasonable care to keep your Card safe. This means that you need be very careful in any situations where another person could take the Card without being noticed (for example in nightclubs, hotels or restaurants). If a Card is lost or stolen, it could be used by others to make transactions without your consent. You could be liable for any loss if you did not take reasonable care. – see the '**Our liabilities to each other**' section for more information about who is liable when Cards are lost or stolen.



In these Conditions of Use, if we state that you are 'liable' for a loss (or a type of loss), this means that:

- If you have suffered the loss, nobody will have to compensate you for the loss that you have suffered
- If we have suffered the loss, you will have to compensate us for the loss that we have suffered.

2.1 Lost and stolen Cards and PINs.

You must contact us as soon as reasonably possible if:

- Any Card is lost or stolen; or
- You believe any unauthorised person has used a Card or knows a PIN.

If in New Zealand, please:

- Call us toll-free on **0800 888 111 24** hours, seven days a week; or
- Notify any Westpac branch during business hours.

If outside New Zealand, please notify us by calling **+64-9-914 8000**.

We may ask you to tell us how the Card was lost or stolen. We may charge you a fee if we replace a Card. Please see the '**Fees and charges**' section for more information on replacement card fees.

3. Our liabilities to each other

3.1 Liability for lost/stolen Cards and PINs.

You need to tell us as soon as reasonably possible if a Card has been lost or stolen or a PIN is compromised.

If you have told us as soon as reasonably possible, you'll only be liable for any unauthorised use of your Card if:

- You have acted fraudulently or negligently. Acting fraudulently or negligently includes failing to do any of the things we tell you to do in the '**Keeping Cards, and PINs Safe**' section above; or
- You have breached any other terms in these Conditions of Use, and that breach contributed to the unauthorised use of the Card.

You won't be liable for losses that occur after you have told us that a Card has been lost or stolen or that a PIN has been compromised, unless you have acted fraudulently or negligently. The maximum amount that you'll be liable for is the lower of:

- The amount of the loss resulting from the fact that the Card has been lost or stolen or that a PIN has been compromised, at the time you tell us; or
- The maximum amount you could have accessed from your Account since your Card or PIN was lost/stolen to the time you tell us.



If your Card gives you access to an account with a credit facility (for example a home loan from us), failure to look after your Card or PIN could result in a substantial loss to you.

3.2 You're responsible and liable for transactions made using your Card.

We'll debit the amount of a transaction made using your Card to your Account. We'll do this for all types of transactions including the following:

- Any transactions made by Electronic Fund Transfer (EFT)
- Cash withdrawals and sales vouchers.
- Other transactions we approve.



You should always consider the trustworthiness and standing of the merchant before you complete any transaction.

3.3 Our liability to you.

We'll be liable to pay you any amounts incorrectly charged to your Account if you've suffered loss and the incorrect charge was a direct result of either of the following:

- A faulty Card (except if the Card is obviously faulty, you know about the fault, or you have caused the fault)
- An ATM not functioning properly (except if the ATM is obviously faulty, you know about the fault, or a notice states that it is faulty).

We'll be liable for any losses you suffer that are a direct or indirect result of any of our employees or agents acting fraudulently or negligently.

By including these examples of things that we, and you, will or won't be liable for, we're not limiting any rights that either of us have in relation to circumstances that aren't specifically mentioned.

4. Transaction and merchant disputes

You may only dispute a transaction where fraud has occurred. Please notify us in writing, within 90 days of the date of the transaction.

When you use a Card, you are instructing us on your behalf to debit your Account. You cannot stop the payment once requested. We may only be able to reverse a transaction in situations where fraud has occurred.

We're not responsible or liable for the goods or services you purchase with your Card. You should always attempt to resolve any complaints you have with a merchant with the merchant directly.

5. Using cards

5.1 Restrictions on transactions.

The normal daily limit for EFT transactions is \$10,000.

Further information relating to daily transaction value limits can be found at westpac.co.nz/daily-transaction-limits

As well as a maximum daily value limit, there may also be a daily limit on the number of EFT transactions that you can make.

If any amounts charged to your Account exceed any limit or if a transaction goes through that should not have gone through because of a restriction, you'll still owe us the full amount.

5.2 Where will Cards be accepted?

You can use your Card in electronic funds devices in New Zealand (provided they are functioning correctly).

You'll also be able to use your card at ATMs outside of New Zealand that display the Cirrus logo.

However, we're not responsible or liable if any bank or merchant doesn't:

- Accept a Card; or
- Follow proper authorisation procedures.

Please see the '**Our liability to you**' section for more information about when we're responsible or liable to you.

5.3 How we will debit your Account

We'll generally debit your Account on the day you make a purchase using your Card.

If your purchase was made using an electronic funds device, such as an ATM or EFTPOS Terminal, not owned by us we'll debit your Account when we are notified by the bank that owns the electronic funds device.

In some situations, we'll debit your Account on a different date due to circumstances beyond our control.

Example – An example of when we'll debit your Account on a different date includes when the merchant tells us about the transaction on a date later than the date of the transaction.

5.4 Off-Line Funds Transfer.

If you complete a transaction using an Off-Line Funds Transfer, the voucher you signed (or authorised) is your authority to us to process the transaction. We'll process the transaction as soon as we receive it.

Off-Line Funds Transfers can sometimes be accepted even when there is not enough money in your Account to cover the amount of a transaction. If an Off-Line Funds Transfer results in your Account being overdrawn, normal overdraft charges will apply.



Further information on overdrafts, including fees and charges are available from any of our branches, by calling us on **0800 888 111** or online at our website.

If an Off-Line Funds Transfer is processed to an Account that has been closed, or an Account that is open but there is not enough money in your Account to cover the amount of the transaction, you'll still need to meet any payment obligation you owe in relation to the transaction.

5.5 Legal and exchange controls.

Exchange controls or other government or legal requirements may apply in relation to the use of a Card overseas. Where one of these requirements applies, we may need to delay, defer, stop, charge back or refuse to process a transaction. See the Westpac General Terms and Conditions for further information.

5.6 Damaged or faulty Cards.

We'll replace damaged or faulty Cards upon your request. We may ask you to tell us how the damage or fault occurred.

We may charge you a fee to replace a Card. For more information on replacement card fees, please see our Transaction and Service Fees Brochure.

6. Making a transaction in a foreign currency

6.1 Foreign exchange conversion.

Any foreign currency transactions are converted to New Zealand dollars.

If you use your card to withdraw Australian dollars from a Westpac Group ATM in Australia, the exchange rate will be set by Westpac Group.

For all other foreign currency transactions, the exchange rate will be set by Mastercard.

Transactions made in United States dollars are converted directly into New Zealand dollars.

For transactions in all other foreign currencies:

- Mastercard converts transactions made in United States dollars directly into New Zealand dollars
- Mastercard converts transactions made in any other foreign currency into United States dollars and then converts them into New Zealand dollars.

6.2 Foreign exchange fees.

We'll charge a foreign currency fee on every transaction made in a foreign currency.

Details of this fee are available online at westpac.co.nz/cardfees or in our Transaction and Service Fees brochure, a copy of which is available at a Westpac branch or online at westpac.co.nz

7. Fees and charges

We may charge you certain fees in connection with your Card.



Please visit our website at [westpac.co.nz/
cardfees](https://westpac.co.nz/cardfees) or see the Transaction and Service Fees brochure.

Fees and charges can change at any time. We'll generally give you at least 30 days' notice of any changes to fees. See the '**Making Changes**' section for further information.

We currently have the following fees:

- Replacement card fees (including for lost, stolen or damaged Cards) plus courier costs where applicable
- Card cash withdrawals overseas (ATM)
- Card balance enquiry/declined transactions overseas
- Foreign currency fees.

Please be aware that merchants and ATMs may also charge additional fees for certain types of transactions (for example, for withdrawing cash at an ATM).

8. Cancellation and closure

8.1 Your cancellation rights.

You may cancel your Card at any time by notifying us.

If you cancel your Card, you will not be able to use the Card to access any Account. Please cut the card in half through the magnetic strip and dispose of it securely.

8.2 Our cancellation rights.

We may cancel your Card at any time, if we believe it's reasonable to do so.

Example – Some examples of when we might exercise our right to cancel your Card are:

- If we are required to do so in order to comply with a court order or other legal or regulatory obligation
- If we reasonably consider that use of your Card or any Account may cause loss to you or to us
- If you have operated your Card fraudulently or negligently.

If we cancel your Card, you will not be able to use the Card to access any Account.

If we send you a letter telling you that we've cancelled your Card by post it is considered to have been received by you five days after it is sent.

8.3 Notice of cancellation.

In most cases we'll give you at least 30 days' notice before we exercise any right to cancel your Card. However, we may give you less than 30 days' notice (or even no advance notice) if we reasonably believe we need to do so to protect our legitimate business interests.



Sometimes we may need to act quickly when exercising cancellation rights – for example if there is a potential data compromise, potential fraud, or a systems security issue.

8.4 We may withdraw products.

We may withdraw any products at any time. If we do this we'll provide you with 30 days' notice.

9. Making changes

We can vary the terms that apply to your Card. We'll only do that in the circumstances listed in the Westpac General Terms and Conditions. We'll generally provide you with notice of any changes – see the Westpac General Terms and Conditions for more information.

10. General

10.1 Our complaints process.

We're here to help. So we'll acknowledge that we've received your complaint within five business days and do our best to address any issues.

Learn more at westpac.co.nz/contact-us/complaints/

10.2 Resolving your problem.

If we can't address your issue immediately, we will let you know when you can expect to hear back from us. Once we've addressed your issue, we'll be in touch to check you are happy with the resolution.

10.3 Escalating your problem.

If you're still not satisfied, our Customer Solutions team will step in to help.

Phone: **0800 351 494**

Email: customersolutions@westpac.co.nz

10.4 If you want an independent review.

We're members of the Banking Ombudsman Scheme – they're here to help resolve disputes and their service is free and independent. If you're still unhappy after our review, you can get in touch with the Banking Ombudsman Scheme:

Phone: **0800 805 950**

Email: help@bankomb.org.nz

Website: bankomb.org.nz

Address: Banking Ombudsman Freepost 218002 PO Box 25327 Featherston Street Wellington 6146

10.5 Privacy.

We have a clear Privacy Policy that explains how we keep your information safe. The Privacy Policy is not part of these Conditions of Use. You can read more about how we collect, store, use and share your personal information at westpac.co.nz/privacy or ask at any branch.

10.6 Exercise of Westpac's discretion.

When we do anything under these Conditions of Use or in relation to your Card, we'll act in a fair and reasonable way.

11. Definitions

Account – means any Westpac account that you choose to withdraw funds from by using your Card.

ATM – means an automatic teller machine.

Card – means your Westpac EFTPOS card

EFT – means Electronic Funds Transfer, which is the electronic process which allows you to withdraw funds from the Account. You can authorise an Electronic Funds Transfer by using your Card at an EFT Terminal.

EFT Terminal – means a device which makes EFT transactions and includes ATMs and EFTPOS Terminals.

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

Off-Line Funds Transfer – means a transaction using your Card when an EFT Terminal is not working or where the merchant does not have EFT facilities.

PIN – means the personal identification number associated with your Card that you enter at EFT terminals to make transactions.

Westpac One – means Westpac One[®], our digital banking service.

Westpac One[®] is a registered trademark of Westpac Banking Corporation.



**TOGETHER
GREATER**