



# **WESTPAC FEE FREE CREDIT CARD CONDITIONS OF USE**



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# 1. Westpac Fee Free Mastercard Conditions of Use

## 1.1. Important information about these Conditions of Use.

These Conditions of Use contain the terms and conditions that apply to Westpac Fee Free Mastercard accounts.

Your Account is intended, wholly or predominantly, for personal, domestic or household purposes. If we reasonably believe you've made transactions for business related purposes, we may cancel your Card. See the **'Cancellation and Closure'** section for more information about when we can cancel your Card.

They include some obligations on you that relate to the Mastercard Rules. These are included either because of the operation of the Mastercard Rules or because our obligations to Mastercard require that we include them.

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:



**Note that you are personally responsible to pay all amounts charged to your Account.**

These examples and additional information do not form part of your 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 welcome letter we send you or the key information provided to you in our digital banking
- The '**Credit and Debit card service fees**' section of the Transaction and Service Fees brochure.

In the case of new accounts, by activating your Card or accepting key information within our digital banking, you confirm you agree to these terms.

In situations where you are switching between different types of credit card accounts that we offer, you will have agreed to these terms at the time of requesting to switch to the new credit card account.

### **1.4. You must:**

- Keep your Card, any Payment Instrument and PINs 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 opens, and is responsible for, the Account. ‘**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. Communicating with you.**

You consent to us sending or making available to you any notices or documents, including any ‘disclosure’ information that we provide to you under the Credit Contracts and Consumer Finance Act 2003, by any of the following means:

- Email – to any email address you have given us, or
- Digital banking – through our website [westpac.co.nz](https://www.westpac.co.nz), Westpac One or app, or
- Post – to the place of residence that you have most recently told us about or to an address you have given us.

You also consent that where we make any notices or documents available in digital banking, that we can let you know how to access these by sending you a digital banking notification, email or text message to any email address or mobile phone number you have given us.

From time to time, we may contact you to confirm your continued consent to receive notices or documents

electronically. If you want to revoke this consent, you can do so by letting us know.

### **1.7. Sending your Card overseas.**

Cards must not be sent overseas. Please contact us if you need to send a Card to a person who is overseas.

### **1.8. Additional terms and conditions.**

- All Cards remain our property at all times
- Do not copy or reproduce any Card
- We may ask you to return or destroy your Card (or any Card we have issued to an additional cardholder). We'll only ask for this to happen in reasonable circumstances.

### **1.9. PINs.**

- You'll need to have a PIN to use your Card in electronic funds devices such as ATMs and EFTPOS terminals. You'll also need a PIN if you want to use any other Payment Instrument that requires the use of a PIN
- You're able to select a PIN using Westpac One if you are a digital banking customer
- If you haven't selected a PIN through digital banking, you'll need to visit a Westpac branch and provide suitable ID (e.g. passport or driver's licence)
- When we are reissuing a Card to you we'll pre-load it with an existing PIN which means you don't need to take any steps to select a PIN, unless you want to change it.

## **2. Keeping Cards, PINs and Payment Instruments safe**

- It is important that you keep your Card, PINs and Payment Instruments 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 or on any Payment Instrument 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, Card number, other Payment Instrument 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 and Payment Instruments safe. This means that you need be very careful in any situations where another person could take the Card or Payment Instrument without being noticed (for example in nightclubs, hotels or restaurants). If a Card or Payment Instrument 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.

Some transactions can be completed without you providing a PIN or signature verification. This can depend on:

- The Payment Instrument
- The method of payment
- The EFT terminal
- The country where the transaction is being completed.





Where we refer to ‘transactions’ in these Conditions of Use, this includes any purchase, cash advance or balance transfer being made, interest or fee or charge being debited to your Account and any payment or other credit being made to your Account.

## **2.1 Lost and stolen Cards, Payment Instruments and PINs.**

You must contact us as soon as reasonably possible if:

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

If in New Zealand, please:

- Block your card in Westpac One and report it as lost or stolen; or
- 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:

- Block your card in Westpac One and report it as lost or stolen; or
- Notify a bank which displays the Mastercard symbol; or
- Notify us by calling **+64-9-914 8026** if you cannot find a bank which displays the Mastercard symbol.

We may ask you to tell us how the Card was lost or stolen.

# **3. Our liabilities to each other**

## **3.1 Liability for lost/stolen Cards, Payment Instruments and PINs.**


You need to tell us as soon as reasonably possible if a Card or Payment Instrument 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 or Payment Instrument 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, PINs and Payment Instruments 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 or Payment Instrument.

You won't be liable for losses that occur after you have told us that a Card or Payment Instrument has been lost or stolen or that a PIN has been compromised, unless you've 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 or Payment Instrument has been lost or stolen or that a PIN has been compromised, at the time you tell us; or
- The amount you could have accessed up to your agreed credit limit since your Card, Payment Instrument or PIN was lost/stolen to the time you tell us.

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

### **3.2 You're responsible and liable for charges made against your Account.**


You must pay us all amounts that are charged to your Account.

This includes:


- Any transactions made by Electronic Fund Transfer (EFT)
- Cash advances and sales vouchers
- Mail, telephone or internet order transactions
- Recurring transactions
- Other transactions we approve.

By making a transaction by mail order, telephone order or via the internet, you authorise the relevant merchant to process an EFT transaction or issue a sales voucher. This transaction amount is then debited to your Account.

If you set up a recurring transaction (for example, you agree with a merchant that your Account may be debited on a regular basis), then you're liable to pay the merchant those transaction amounts, even if you cancel your Card.

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

In certain circumstances, you may authorise a merchant to charge additional amounts to your Account without needing a signature or PIN. Your Account will be debited with these amounts.

 Note that you are personally responsible to pay all amounts charged to your Account.

### **3.3 Transactions above a credit limit or after a Card has been cancelled.**

Occasionally, a transaction may be processed above a credit limit or after your Card has been cancelled. This does not mean that we've approved this transaction or that we're increasing that limit. You'll still owe us these additional amounts. If your Card has been cancelled, you must pay us the outstanding amount promptly.

### **3.4 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 or any joint or additional cardholder 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.

We won't be liable to you for any losses you suffer that are a direct or indirect result of you using, or trying to use, a Payment Instrument in a way that breaches any terms that apply to the Payment Instrument.

By including 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**

### **4.1 Check your statements.**

You should check your statements (either electronically or the paper statements we send you) to make sure they are accurate. If your statements show any mistakes or unauthorised transactions, you should tell us as soon as you reasonably can.

It is important that you tell us if you change your address.

If you identify a transaction on your statement and you don't think it should be there, you may be able to get a credit for the transaction through a dispute process.

### **4.2 What to do if you dispute a transaction.**

You can dispute a transaction when:

- You've ordered something (i.e. products or services) and haven't received them
- What you received is different from what you ordered, or it's damaged in some way
- You've received counterfeit goods
- You've contacted a merchant to cancel a subscription, but you're still being charged
- The charge on your statement is not what you agreed to pay, or it's different from the amount on the receipt/invoice
- You've been promised a credit or refund but haven't received it
- You've been charged twice
- You paid for something another way, but it has also been charged to your credit or debit card
- The transaction has appeared twice.



We can't reverse a transaction if you're unhappy with the quality of the goods or services you purchased.

If your transaction can be disputed and you've contacted the merchant first but they are unable to help, then:

- If the transaction is less than **60 days old**, you can complete the Mastercard® Debit or Credit Card Dispute Online Form available through Westpac One or also at **How to dispute a credit or debit Mastercard® transaction - Help | Westpac NZ**; and
- If the transaction is more than **60 days old but less than 90 days**, please call us on **0800 888 111**.



If you don't report any incorrect, invalid or unauthorised transactions within 90 days of the transaction, we can't reverse the transaction and you must pay for it.

When you tell us you dispute a transaction, you must give us the following information (if you have it) so we can fully investigate the matter:

- Your name, email address, phone number and account number
- Detail in relation to the disputed transaction, including:
  - The date of the transaction
  - The amount of the transaction
  - The merchant's name
  - Why the transaction is being disputed
  - How the merchant responded.

We aim to respond to you within 10 working days of receiving your notice. If we don't respond within 10 working days, we'll tell you the reason for the delay. We may need to request further information from you and it can take up to 30 days to reach a final outcome.

If we find that an error did occur, we'll fix this by refunding the relevant charges to your Account.

If we find there was no error, we won't reverse any transaction. However, we'll write to you setting out our reasons for our decision.

If you're not satisfied with the outcome of our investigation and you have followed our complaints procedure (see below in the '**Our complaints process**' section), you can complain to the Banking Ombudsman by visiting <https://bankomb.org.nz/make-a-complaint/> or calling **0800 805 950**.

### 4.3 Disputes with merchants.

When you use a Card or Payment Instrument, you are instructing us on your behalf to charge your Account. You cannot stop the payment. We can only reverse a transaction in limited circumstances (like those we've described in the previous section).

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

## 5. Unforeseen hardship

If you are in financial difficulty it is important that you don't ignore the problem. Contact us as soon as possible if you are having problems meeting your payment obligations or think that you may experience difficulty doing so in the near future. If you are not able, because of illness, injury, loss of employment, the end of a relationship or other reasonable cause, to meet your obligations under this agreement, but you expect that a change to this agreement would enable you to meet your obligations, you may apply in writing to have this agreement changed.

We may, but are not obliged to, agree to a change to this agreement. We will write and let you know the outcome of your application. If we do not agree to the requested change we will explain our reasons in writing.

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

- In person at a branch (a branch locator tool can be found online at [westpac.co.nz/contact-us/branch-finder](https://westpac.co.nz/contact-us/branch-finder))
- By phone (on **0800 772 771** between 8am-6pm Monday-Friday), or
- Online at [westpac.co.nz](https://westpac.co.nz)

## 6. Using Cards and Payment Instruments

### 6.1 Restrictions on transactions.

We can place restrictions on transactions that are reasonably necessary to:

- Reduce exposure to theft or fraud
- Enable us or help us to process transactions efficiently and correctly.

These restrictions may include maximum daily transaction limits for EFT transactions.

Usually these will be temporary, but in certain circumstances they could be permanent.

If we place restrictions on transactions, we'll let you know if and when it is reasonable for us to do so.

If any amounts charged to your Account exceed any daily transaction limit you'll still owe us the full amount.

We may also decline or refuse to process applicable transactions, if Card Controls apply to your Card.

### 6.2 ATMs.

The minimum amount of a cash advance at an ATM in New Zealand is \$10 or \$20, depending on the ATM. Different minimum amounts may apply in other countries.

### 6.3 Where will Cards be accepted?

You can use your Card at banks and merchants displaying the Mastercard or Cirrus symbol. This includes making transactions by mail, telephone or internet order or at any financial institution or electronic banking terminal, in New Zealand and in most overseas countries.

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

- Accept a Card or Payment Instrument; 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.

You may use a Card or Payment Instrument up to the approved credit limit (see the '**Credit limits**' section for further information on credit limits).

## **6.4 Legal and exchange controls.**

Exchange controls or other government or legal requirements may apply in relation to the use of a Card or Payment Instrument overseas. Where one of these requirements applies, we may need to delay, defer, stop, charge back or refuse to process a transaction. See the '**Financial crime**' section for further information.

## **6.5 Contactless transactions.**

You can use Payment Instruments and Cards with contactless technology to make Contactless Transactions. You should be able to find a Contactless Terminal at any merchant or bank that displays the Mastercard symbol and the relevant contactless symbol.

You can only make Contactless Transactions up to certain limits without a PIN. You will need to enter your PIN or to sign for transactions if the transaction is over the maximum limit.

For New Zealand, the maximum transaction limits can be found at [westpac.co.nz](https://www.westpac.co.nz). Different limits apply overseas. We don't have any control over overseas limits.

## **6.6 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.



## 7. Making a transaction in a foreign currency

### 7.1 Foreign exchange conversion.

Mastercard fixes their own rates of exchange. When you make a transaction in a foreign currency, Mastercard processes these transactions and converts them into New Zealand dollars at those rates.

Different currencies are treated differently:

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

## 8. Credit limits

### 8.1 Your credit limit.

We'll agree a credit limit for your Account. We'll tell you what this credit limit is in writing when we open your Account. You must ensure that your credit limit isn't exceeded (unless we agree a different credit limit with you in writing).

Your credit limit will also be shown on your monthly statements and in Westpac One if you are a digital banking customer.

If your credit limit is exceeded, you must pay us the excess amount promptly following our request. However, you're still able to dispute a transaction if you think it was not authorised. Please see the '**Transaction and merchant disputes**' section for more information.



When we say 'excess amount' we mean the difference between the credit limit and the total amount you owe us on the Account.

If we believe we have reasonable grounds for doing so, we can decrease your credit limit.

For example, we may decrease your credit limit if one of the following happens:

- Your financial position has changed, or is expected to change
- You do not pay an amount when it is due
- We are required to do so in order to comply with a court order or other legal or regulatory obligations
- We believe that use of the Card or Account may cause loss to you or to us
- You have operated your Card fraudulently or negligently.

We won't reduce your credit limit to an amount below your outstanding balance unless we are also closing your Account.

## 9. Other cardholders

### 9.1 Joint cardholders.

If your Account is in more than one name, you, and each other person whose name is on the Account, is a joint cardholder.

Any joint cardholders must be at least 18 years old.

Joint cardholders are liable 'jointly and severally' for all amounts owed to us relating to that Account.

This means that:

- All joint cardholders, together, may be required to pay any amount owed on the Account
- Each joint cardholder may be required to pay any amount (including the entire outstanding balance) owed on the Account.

We can give or make available any notices or documents to only one joint cardholder. If we do give or make available a notice or document to only one person, each person agrees they've received that notice or document too.

When we say 'any notices or documents' in relation to your agreement, this includes any 'disclosure' information provided to you for the purposes of the Credit Contracts and Consumer Finance Act 2003.

We can accept instructions relating to the account from any joint cardholder.

Any joint cardholder can cancel their Card.

If any joint cardholder cancels their Card, the Account will be cancelled and no joint cardholder will be able to use it. Each joint cardholder will still be liable for all transactions initiated or charged to the Account before it was cancelled, as well as any costs and expenses incurred later relating to the Account.

## **9.2 Additional cardholders.**

At your request, we may issue an additional card on your Account to any person over the age of 16. If we have issued an additional card to another person, that person is an additional cardholder.

The additional cardholder may use their Card to complete transactions that will be charged to your Account.

You (and any other joint cardholders) are liable for any transactions completed by any additional cardholders and all amounts owed to us relating to the use of the Card by the additional cardholder.

Additional cardholders are not liable for any amounts owed in relation to your Account.

The Card issued to the additional cardholder is subject to these Conditions of Use as if it was your Card. It is your responsibility to make sure that any additional cardholders do not breach these Conditions of Use by the use of their Card.

# **10. Monthly statements**

We'll allocate you a monthly date for the issue of statements.

Each month, we'll send you a statement on this date if either of the following are true:

- There have been any amounts debited or credited to your Account since your previous statement, or
- There are any outstanding amounts on your Account

Statements are documents in relation to your agreement. You consent to us sending these to you in the ways described in 'section 1.6 Communicating with you'.

# 11. Payments you need to make

## 11.1 Payments.

You can find information on the different ways to make payments on our website at [westpac.co.nz](https://www.westpac.co.nz)

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

Retail credits or refunds are not regarded as payments, so the amount of the credit or refund does not go towards your minimum payment. However, these types of credit will reduce the balance of your Account.

See below for more information about your minimum payment and retail credits and refunds.

## 11.2 How your payments are applied.

Unless a promotional plan applies, we apply any payments you make to pay amounts in the following order:

1. All charges, either shown on the current statement or any previous statements, or charged since your current statement
2. All interest, shown on the current statement or any previous statement
3. All cash advances shown on the current statement or any previous statement
4. All purchases shown on the current statement or any previous statement
5. Any balances transferred from a non-Westpac account shown on the current statement or any previous statement. If you have amounts from more than one balance transfer:
  - The balance transfer with the highest interest rate will be paid off first
  - If the interest rates are the same, the balance transfer amount that you've had in your Account for the longest time will be paid first
6. All cash advances made since the current statement
7. All purchases made since the current statement
8. All balance transfers from a non-Westpac account made since the current statement

Except for balance transfers, we'll apply amounts to the oldest charge first. For example, for purchases, we apply any payments firstly towards earlier purchases and then towards later purchases.

From time to time, we may offer a promotion with a different payment arrangement. If one applies we'll let you know how payments will be applied as part of that promotion.

### **11.3 Date your payments will be effective.**

We consider a payment to your Account is made on the date on which it is actually credited to your Account. Depending on the method of payment, we'll normally credit your Account on the same date we process your payment. If there is a delay in crediting your Account, we'll back-date that payment to the date we processed it for the purpose of calculating interest.

### **11.4 Minimum payment.**

Your statement will set out a 'minimum payment' that you must make by the Payment Due Date.

You can also pay more than the minimum payment.

Part of your minimum payment is whichever is greater out of the following:

- 2% of the Statement Closing Balance at the time we issue you with a statement
- \$5.00

When we calculate this part of your minimum payment, we round it to the nearest dollar.

In addition to the amount calculated above, the minimum payment will also include:

- Any amount that is overdue
- Any amount you need to pay to reduce the balance below the credit limit
- Any other amounts that you and us agree.

You'll still need to make the minimum payment set out in your statement if, before your Payment Due Date, your outstanding balance decreases after your statement date because of a retail credit or refund. You'll need to make the minimum payment set out in your statement or a payment

that brings your outstanding balance to zero by your Payment Due Date.

If you don't pay the minimum payment in full on or before the Payment Due Date, you may not be able to use your Card or Payment Instrument.

Any overdue amount must be paid to us promptly following our request.

Provided that we made the statement available to you, you must pay the minimum payment to us each month even if you did not receive or read your statement or if you haven't accessed your statement in Westpac One.

## 11.5 Unpaid amounts.

We can deduct any amount you owe us from any of your accounts with us to cover or put towards a minimum payment that you owe in relation to your Account. If your Account has been cancelled, we can also do this to cover or put towards payment of the balance owing on your Account.

When we do this we can:

- Move money from one of your accounts to another
- Treat all your accounts as one
- Convert money in one currency into a different currency
- Break any deposit or other investment.

## 12. Charges

Certain charges may apply in connection with your Account.



Please visit our website at [westpac.co.nz](https://westpac.co.nz) for a list of our current charges.

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

The following charges may apply:

- Courier/freight charges (to deliver new/replacement Cards)

- Charges to recover costs and expenses we incur in collecting payments
- Charges to recover our costs and expenses in investigating disputed transactions (such as a disputed transaction, statement copy charge or sales voucher copy charge).

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

## 12.1 Debt collection charges.

If you have not made a payment to us that is due and the money remains outstanding, we may refer the debt to a collection agency for recovery.

You agree to indemnify us for any losses, costs or expenses that we reasonably incur in relation to recovery of the debt or enforcing our rights under these Conditions of Use.

These may include:

- Costs in relation to demand notices
- Collection agency charges
- Costs and expenses incurred by any agent of ours on our behalf.

If you need to pay us in relation to the above, the amounts will be debited from your Account.



‘Indemnifying us’ means paying amounts to us if we incur certain losses, costs or expenses.

Normally this will mean you need to pay us the amount of the loss, cost or expense so that we are not disadvantaged.

# 13. Interest

We charge you interest on some amounts. The amount of interest we charge you, and when we charge it, will depend on the transaction.

If we charge you interest, we'll charge it to your Account at the end of the last day of your statement period. Interest may itself bear interest. Please see the '**Unpaid interest**' section below for further information.

Interest is calculated daily. Your daily interest rate is the relevant annual interest rate divided by 365. The amount of interest for each day is the daily interest rate multiplied by the relevant amount you have to pay interest on at the end of the day.

## 13.1 Interest rates.

### **Purchase rate.**

Unless a promotion applies, we'll charge you interest at the relevant 'purchase rate' in relation to:

- All purchases and charges
- All interest charged to your Account in relation to purchases and charges.

### **Balance transfer rate.**

Unless a promotion applies, we'll charge you interest at the 'balance transfer rate' in relation to balances transferred from non-Westpac accounts (including any amounts of that balance that include interest).

### **Promotional rates.**

From time to time, we may offer promotions with different interest rates for purchases (or certain types of purchases) or balance transfers. Promotions can apply for a certain period. Standard interest rates will apply from the time the promotion ends - including on all unpaid amounts.

### **Cash advance rate.**

We'll charge you interest at the relevant 'cash advance rate' in relation to:

- All cash advances



- All interest charged to your account in relation to cash advances.

When we refer to 'cash advances' in these Conditions of Use, this means any transaction where you use your Card to withdraw cash. It also includes where you purchase goods or services that are similar to (or easily converted to) cash. These are sometimes known as 'quasi-cash transactions'. Some examples of quasi-cash transactions are:

- Completing gambling transactions (including topping up online gambling accounts)
- Purchasing foreign currency or traveller's cheques
- Purchasing cryptocurrency or securities
- Making a money order or wire/telegraphic transfer
- Topping up value on rechargeable gift cards or prepaid cards.

We set out the current interest rates that apply to your Account:

- In the welcome letter we send you
- On your statements
- Online at [westpac.co.nz](https://westpac.co.nz)

Interest rates can change from time to time. We will generally give you 30 days' notice of a change. See the '**Making changes**' section for more information.

### **13.2 Interest on purchases – if you don't have a balance transfer.**

You won't need to pay interest on purchases if you pay the Statement Closing Balance by the Payment Due Date in the statement in which the purchases appear.

### **13.3 Interest on purchases – if you have a balance transfer.**

If you have a balance transfer you won't need to pay interest on purchases if you pay the Statement Closing Balance, excluding the balance transfer amount, by the Payment Due Date in the statement in which the purchases appear.

We'll charge you interest on a daily basis on purchases if you don't pay the Statement Closing Balance as set out above. The interest is calculated from the date of the transaction to the date you pay that amount in full and will appear in your following statement.

### **13.4 Interest on cash advances.**

We'll charge you interest on a daily basis on each cash advance you make. We'll charge you that interest from the date that you complete the cash advance until you pay the amount in full.

### **13.5 Interest on charges.**

You won't need to pay interest on any charges if you pay the Statement Closing Balance owed by the Payment Due Date in the statement in which the charges appear.

However, we'll charge you interest on a daily basis on any charges if you don't pay the Statement Closing Balance as set out above. The interest is calculated from the date that the charges are charged to the date you pay that amount in full and will appear in your following statement.

### **13.6 Unpaid interest.**

We'll also charge you interest on any interest you owe that is unpaid when a statement is issued. In this circumstance, we'll charge interest on the amount of that unpaid interest on a daily basis until you pay it in full.

### **13.7 Balance transfers from non-Westpac accounts.**

Unless a promotion applies, we'll charge you interest on a daily basis on the unpaid balance of any balance transfer from a non-Westpac account, from the date of the balance transfer until it is paid in full.

From time to time, we may offer promotions with a different arrangement in relation to interest on balance transfers.

### **13.8 Card type transfers from other Westpac credit card accounts.**

If you have transferred the balance of another credit card you have with us, we'll charge you interest from the start

of the next Statement Period following the transfer as if the transactions included in the transferred balance had been completed under this Account. The details for the transferred transactions will be shown in the statements we provide you for this Account.

Before the next Statement Period starts, we'll charge you interest at the rate that applied under the credit card that you transferred the balance from.

### **13.9 In credit.**

If your Account is in credit on any day, we will not charge any interest for that day or any other day your Account is in credit.

## **14. Financial crime**

We want to work together to help protect both you and us against financial crime and meet all of our regulatory obligations.

You agree to give us all the information we reasonably believe we need to:

- Manage our financial crime risk
- Comply with our policies and all applicable laws.

If you don't give us the information we need in the timeframe we've given you, we can:

- Refuse instructions or suspend or end our banking relationship with you
- Delay, refuse or stop your transactions without giving you notice
- Restrict or suspend your, or any joint or additional cardholder's, access to any product or service.

If we know or suspect that:

- You or anyone you are directly or indirectly involved with are subject to sanctions in New Zealand or any other country
- Your instructions, activities or transactions:
  - Breach or have the potential to breach any laws or regulations in New Zealand or any other country

- Breach or have the potential to breach any of our policies
- Involve any person, government or organisation that is directly or indirectly covered by any sanctions imposed by any country
- Are connected, directly or indirectly, with any financial crime.

Then we can immediately and without letting you know:

- Close or suspend any or all of your accounts
- Suspend, limit or stop providing you with any or all services
- Delay, refuse or stop a transaction
- Refuse any instructions
- End our banking relationship with you.

If we reasonably believe we risk breaking any laws, we can take control of any of your money or assets in our control. For example, stopping money from entering or leaving your accounts.

## **15. Third party terms, conditions and benefits**

Please note that other financial institutions who are parties to an EFT system may have their own terms and conditions relating to the use of a Card or Payment Instrument in EFT Terminals.

You may receive service benefit(s) for using your Card or Payment Instruments, which are provided by a third-party supplier. If that third party withdraws the benefit, we must also withdraw the benefit.

## **16. Cancellation and closure**

### **16.1 Your cancellation rights.**

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

If you or any joint cardholder cancel your Card, your Account will be cancelled and can no longer be used. If

this happens you (and any joint cardholder) must promptly pay the outstanding balance of your Account to us. We'll continue to charge interest on the outstanding balance of your Account until it is paid in full. Your Account will be closed when the outstanding balance has been paid.

## **16.2 Our cancellation rights.**

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

If we cancel your Card (and that of any joint cardholder), you must promptly pay the outstanding balance of your Account to us. We'll continue to charge interest on the outstanding balance of your Account until it is paid in full.

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.

## **16.3 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.

## **16.4 We may withdraw products.**

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

# **17. Making changes**

## **17.1 When we can make changes to terms.**

This section sets out when and how we can make changes to these Conditions of Use.

We can make changes to our financial terms such as:

- How financial terms are calculated and how they are charged.
- Changes to interest rates
- Changes to charges (including introducing new ones)
- Changes to non-monetary benefits (like rewards).

We can also make changes:

- If we reasonably think you'll benefit from the change
- For security reasons (including to protect against financial crime)
- To fix a mistake or make minor administrative changes
- To reflect changes to systems or the way we work
- That are not specific to you but apply generally to certain services or customers. For example, to improve our services or reflect changes to current industry or market practice or conditions
- To transfer or withdraw any services we no longer wish to offer
- That are needed to meet our sustainability commitments
- That are reasonably necessary for our legitimate business purposes
- We consider reasonably necessary due to reasons outside our control, such as:
  - Changes required by laws, regulations, regulators or any court order or dispute process
  - Changes driven by suppliers or third parties.

## **17.2 Letting you know about changes.**

We'll generally give you at least 30 days' notice of any changes or the withdrawal or transfer of services.

However, there are some cases where we may give you:

- Less than 30 days' notice
- Notice after the change takes effect
- No notice if it's reasonable to do so.

For example, we may not give you 30 days' notice if:

- The change, withdrawal or transfer is out of our control
- The change is made to your terms if we reasonably believe the change is favourable to you

- Specific laws apply that set out that we may give you a different time frame.

We can give you notice about changes by:

- Direct communication to you, for example by letter or email
- A message on our online services
- Displaying information in our branches
- Notice on our website, or
- Notice in the media, including a public notice.

## 18. General

### 18.1 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](https://westpac.co.nz/contact-us/complaints)

### 18.2 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.

### 18.3 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](mailto:customersolutions@westpac.co.nz)

### 18.4 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](mailto:help@bankomb.org.nz)

Website: [bankomb.org.nz](http://bankomb.org.nz)

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

### **18.5 Your obligations are ‘unsecured’.**

Your obligations under these Conditions of Use, including your obligation to pay us money are ‘unsecured’.

This means that, if you have granted us security or if someone has guaranteed your obligations to us, we will not recover any amounts you owe us in relation to your Account under that security or guarantee. This is the case even if the security or guarantee states that it is for ‘all obligations’.

### **18.6 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](http://westpac.co.nz/privacy) or ask at any branch.

### **18.7 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.



# 19. Definitions

## Meaning of certain words in these Conditions of Use.

**Account** – means your Westpac Fee Free Mastercard account.

**ATM** – means an automatic teller machine.

**Card** – means the Westpac Fee Free Mastercard (whether in physical or digital form) issued to you or any other person in relation to your Account. This includes any cards held by joint or additional cardholders.

**Card Controls** – mean a feature available in Westpac One Digital Banking which you can use to enable or disable transaction types on your Card.

**Contactless Terminal** – means an EFT Terminal which can be used to make a Contactless Transaction.

**Contactless Transaction** – means a transaction made by holding a Card with contactless technology or Payment Instrument close to the Contactless Terminal without having to insert or swipe it.

**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 or Payment Instrument 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.

**Mastercard Identity Check** – A passcode protected authentication system designed to confirm your identity if your Mastercard is used online in different than usual circumstances by providing you with a 3D Secure one-time passcode via SMS. You can enter that one-time passcode to continue on and complete your purchase.

**Payment Due Date** – is the date shown on statements as the date by which you must pay the statement closing balance, if the purchases listed on the statement are to be free of interest charges.

**Payment Instrument** – means any instrument or device linked to your Account (such as a mobile phone or watch) that can be used to make transactions on your Account.

**PIN** – means the personal identification number associated with your Card or other PIN-enabled Payment Instrument that you enter at EFT Terminals to make transactions.

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

**Transaction and Service Fees brochure** – means the Westpac Transaction and Service Fees brochure.

**Westpac One** – means Westpac One<sup>®</sup> digital banking, our digital banking service.

**Westpac One<sup>®</sup>** is a registered trademark of Westpac Banking Corporation

**Mastercard<sup>®</sup>** is a registered trademark and the circles design is a trademark of Mastercard International Incorporated.



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GREATER**