

# Westpac Business Visa Debit Card

Terms and Conditions for Business Customers

**Westpac PNG**



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# Introduction

This booklet sets out the Terms and Conditions of the Westpac Business Visa Debit card. It governs the operation and use of the Business Visa Debit card. It is important that you read and understand this document. Please contact Westpac if you do not understand, or are unsure about any aspect of the Terms and Conditions.

For terms and conditions relating to the linked Business Transaction or Business Premium Account/s that you use in conjunction with your Westpac Business Visa Debit card please refer to the **Deposit Accounts For Consumer & Business Customers Terms and Conditions available** online at [westpac.com.pg](https://westpac.com.pg), at any Westpac branch Papua New Guinea wide or by calling Call Centre Team on (675) 3220888.

## Changes to terms and conditions.

At various times, we may make changes to these terms and conditions relating to:

- fees and charges (including their amount, frequency, and times for payment and to introduce new fees and charges);
- transaction limits;
- the types of transactions performed or ways you can access or transact on your account; or
- the features of your card.

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 immediately restore or maintain the security of our systems or of individual accounts or facilities. We may give you a shorter notice period, or no notice, of an unfavourable change if it is reasonable for us to manage a material and immediate risk.

Type of change	Time frame	Method of notification
New fee or increase in fee for performing electronic transactions, or issuing or replacing a device used to conduct electronic transactions (such as a card)	30 days in advance	In writing and/or through media advertisement and/or through approved social media platforms
Other new fee or increase to an existing fee relating to the card or use of the card	30 days in advance	In writing and/or through media advertisement and/or through approved social media platforms
Changes increasing your liability for electronic transactions	20 days in advance	In writing and/or through media advertisement and/or through approved social media platforms
Transaction limits on electronic transactions, a facility or electronic equipment	20 days in advance	In writing and/or through media advertisement and/or through approved social media platforms
Government or regulator charges	In advance of the change, or reasonably promptly after the government or the regulator notifies us, unless the change has been publicised by a government or regulatory body	In writing and/or through media advertisement and/or through approved social media platforms
Any other change to a term or condition	As soon as reasonably possible (which may be before or after the change is made) or, if we believe the change is unfavourable to you, at least 30 days before the change takes effect	In writing and/or through media advertisement and/or through approved social media platforms

## Definitions

The following definitions apply throughout this document, unless otherwise stated.

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

**‘Account signatory’** means, in respect of an account, each person or persons the account holder authorises to operate the account independently.

**‘ATM’** means an Automated Teller Machine operated by us or someone else.

**‘Authorised Representative’** means a person(s) who is accepted by the bank as being a person who is appropriately appointed under a legal instrument as a representative(s) of the account holder.

**‘available balance’** means the total balance in your account less any unsettled transactions (i.e. cheques deposited that have not yet been cleared or Westpac Business Visa Debit card transactions pending authorisation) plus any credit limit you may have on your account for accounts with overdraft arrangements.

**‘Bank’/‘The Bank’** means Westpac Banking Corporation.

**‘bank’/‘other bank’/‘another bank’** means any bank or financial institution which is not part of Westpac Banking Corporation.

**‘Business day’** means any weekday when the Bank is open for business in Papua New Guinea. If the Bank is closed in Papua New Guinea, then that day will not be a business day. Saturday is not classified as a business day even though branches may be open for business.

**‘card’** means the Westpac Business Visa Debit card issued to you by Westpac for use on your linked business transaction or business premium account.

**‘Cardholder’** means each nominated person who has been issued a card.

**‘contactless terminal’** means an electronic banking terminal which can be used to make a contactless transaction.

**‘contactless transaction’** means a transaction made by holding your card (which is capable of making a contactless transaction) in front of a contactless terminal and without having to insert or swipe the card.

**‘current balance’** means the total balance in your account which may include uncleared funds.

**‘Device’** means an article we give to a user to perform electronic transactions.

**‘eftpos’** means an authorised Electronic Funds Transfer Point of Sale terminal or device in which you can use your Card and PIN to transact by swiping your card on the terminal or device.

**‘electronic equipment’** means electronic banking terminals (e.g. ATMs, Point of Sale (POS) terminals, contactless terminals and terminals located at the counter in a branch), computers, televisions and telephones.

**‘electronic transactions’** means payment, funds transfer and cash withdrawal transactions that are initiated on your account using electronic equipment and not intended to be authenticated by comparing a manual signature with a specimen signature.

**‘Identifier’** means information that a user knows and must provide to perform an electronic transaction but is not required to keep secret.

**‘merchant’** means a provider of goods or services who accepts payment by card.

**‘PIN’** means the Personal Identification Number or word which has been selected by you, or which has been allocated to you by us, for use with your card via certain electronic equipment.

**‘POS’** means point of sale.

**‘recurring payment’** means a payment that you have authorised a third party (this includes a person, company or merchant) to charge your Westpac Business Visa Debit card number at set times.

**‘user’** is either the account holder or a person authorised by the account holder to use an access method to make electronic funds transfer transactions on the account.

**‘Westpac Group’** means Westpac Banking Corporation ABN 33 007 457 141 AFSL and Papua New Guinean credit licence 233714, and its related bodies corporate.

# Fees and charges

## Bank fees and charges

Fees and Charges are payable to us on your Business Transaction or Business Premium account(s), including in relation to the use of your card. Information of current standard fees and charges is also available on request.

The Customer Service Fees and Charges brochure outlines the current fees and charges on accounts and includes fees charged by us relating to the use of your card. Your account terms and conditions are available online at [westpac.com.pg](http://westpac.com.pg), at any Westpac branch Papua New Guinea wide or by calling the call Centre team on (675) 322 0888.

## A guide to using your Westpac Business Visa Debit card.

### Who can apply for a Westpac Business Visa Debit card

This product is available for all customers who:

1. Have an eligible Westpac Business Transaction account in the same name to which the card will be linked.
2. Authorised nominated cardholders or individuals only – minimum age 18 years.
3. Each nominated cardholder needs to meet our KYC requirements.

### Getting started

You may link your Westpac Business Visa Debit card to the eligible business transaction account.

The account holder may ask us to issue a maximum of five (5) cards to persons they nominate as cardholders to the account.

Certain conditions will apply when selecting the daily transaction profile limits that will be linked to a card.

By nominating a cardholder, the account holder authorises the cardholder to act on their behalf to make a replacement request for the cardholder's existing card that is lost, damaged or stolen.



Additionally, by authorising an account signatory, the account holder also authorises the account signatory to act on their behalf to make a replacement request for an existing card (relating to the account which the account signatory is authorised to operate) that is lost, damaged or stolen.

The account holder must ensure that each cardholder is given a copy of these terms and conditions. The first time a cardholder signs a card or authorises a transaction on the account they automatically agree to these terms and conditions.

The account holder must ensure that the Bank is immediately notified in the event a cardholder is no longer nominated to be issued with a Westpac Business Visa Debit card or no longer required to have the card in their possession (including where the cardholder is intending or has departed the organization or business). The account holder must immediately return the card to us (cut in half) or destroy it immediately by cutting it into several pieces and disposing of it securely.

If a cardholder does not agree with these terms and conditions, they should not sign the card or carry out the transaction. Instead, they must return the card to us (cut in half for the cardholder's and the account holder's protection).

## **Accessing your account**

You can use your Westpac Business Visa Debit card in the following ways:

- at merchants in Papua New Guinea or overseas – by tapping/dipping your card and/or entering your PIN;
- at merchants in Papua New Guinea – by tapping your card against a contactless terminal and waiting for the transaction to be confirmed. You will be prompted to enter the PIN;
- at merchants overseas – by holding your card in front of a contactless terminal and waiting for the transaction to be confirmed. You may not need to enter a PIN or sign for small value transactions;
- on the internet – by using the Westpac Business Visa Debit card number, expiry date and where requested, the CVC;
- withdraw cash at ATMs;

Note: Some merchants may apply a surcharge to purchases. This should be drawn to your attention before you proceed with the transaction. This surcharge amount will be added to your purchase amount and debited from your account as one transaction.

## ATMs

What you can do	<ul style="list-style-type: none"> <li>• Check your balance</li> <li>• Withdraw funds</li> <li>• Other features may be available at select ATMs (e.g., making deposits).</li> </ul> <p>ATM features are subject to change. Refer to the ATM device you're using or visit your local branch for more details.</p>
Limits or restrictions	<ul style="list-style-type: none"> <li>• Limits or restrictions may apply to:               <ol style="list-style-type: none"> <li>1. Daily cash withdrawal limit</li> <li>2. Minimum withdrawal, subject to note denominations and cash availability</li> <li>3. Other restrictions may also apply at non-Westpac branded ATMs, which should be disclosed at the specific ATM device.</li> </ol> </li> </ul>
Fees that may be charged	<ul style="list-style-type: none"> <li>• ATM operator fees may apply (disclosed on-screen at the time of the transaction) when you access your accounts at non-Westpac branded or non-Westpac partner ATMs (including overseas bank ATMs). This fee will be debited on the day (or next business day) of the transaction and itemised separately or added to the transaction amount on your statement.</li> <li>• An overseas withdrawal fee may be charged the day (or next business day) in which the transaction occurred and is in addition to any foreign currency conversion fee.</li> <li>• Some overseas banks may also apply a surcharge for withdrawals (which should be brought to your attention before proceeding with the transaction) which will be added to the withdrawal amount, converted to Papua New Guinean Kina and debited to your account as one transaction.</li> </ul>
Fees that may be charged	<p>Overseas withdrawal fees are not charged for balance enquiries or cash withdrawals made at Global Alliance ATMs.</p>

## **What can you do with electronic banking terminals?**

- Make purchases worldwide without cash.
- Withdraw cash at the same time from your linked account (where available).
- Get a printed receipt.
- Wide network of acceptance.

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 Westpac Business Visa Debit card.

The Bank's cards are accepted at any POS terminal location in Papua New Guinea. When you make a transaction at an ATM or POS terminal, you authorise us to act on the instructions you enter into the terminal. The Bank's cards are accepted at any POS terminal location in Papua New Guinea. When making a purchase you should ensure that the transaction amount is correct before you enter your PIN or hold your card in front of a contactless terminal. By doing so, you indicate your agreement that the transaction amount is correct. You should wait until the POS terminal, including the contactless terminal, shows the transaction confirmation.

## **Westpac Business Visa Debit card acceptance**

A Westpac Business Visa Debit card may be accepted worldwide by financial institutions, merchants and ATMs displaying the Visa symbol.

Westpac does not accept any liability:

- a) on goods or services purchased with a Westpac Business Visa Debit card; and
  - b) for any financial institution or merchant displaying a Visa or eftpos symbol refusing to accept or honour a Westpac Business Visa Debit card;
- The price the merchant charges for goods and services purchased with a Westpac Business Visa Debit card may vary from the price a merchant charges for the same goods and services purchased with cash.
  - Any complaints about goods or services purchased with a Westpac Business Visa Debit card must be resolved directly with the merchant concerned.

# Authorising Westpac Business Visa Debit card transactions

The following clauses apply to transactions processed through Visa.

## **Pre-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.

The merchant may then request a subsequent authorisation for the final (actual) amount of goods and services once they have been supplied. This may have the effect of reducing your balance further by the sum of two authorisation amounts until that final amount is processed.

## **Delayed authorisations.**

Transactions may take some weeks to be processed and debited to your account. Merchants may also delay completing your transaction, our temporary hold for the transaction amount may expire and the funds are returned to your available balance. 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 and you should always ensure sufficient available balance in your account to complete all your transactions to avoid taking your account into negative balance (or further into negative balance) or beyond any formal overdraft arrangement to avoid any fees and charges that may apply.

For example, you use your card to check into a hotel by inserting your card at an electronic banking terminal at the reception desk. A request for authorisation for the anticipated amount will be processed to your account to cover the hotel stay. If, during the stay, further authorisations are received, these amounts may appear as individual authorisations and temporarily reduce the available balance in the account until the final amount is processed. The final amount processed upon checkout could differ from the originally requested authorisation.

## **Your Card**

### **Card validity and expiry.**

When cardholders receive their Westpac Business Visa Debit card, for security reasons, they must sign it immediately. It should only be used until the expiry date. As soon as a card expires, ensure that you destroy it, by cutting it into several pieces and disposing of them securely.

### **Daily limits.**

Three (3) different daily transaction limits will apply to a card when the card is used for the transaction types listed in the table below.

The table sets out the default limits by transaction type that the cardholder can transact or debit from the business account linked to the card on a daily basis. These limits apply when the card is used within or outside of Papua New Guinea (PNG).

<b>Transaction Type</b>	<b>Transactional Limit - Low Profile (PGK)</b>	<b>Transactional Limit - Standard Profile (PGK)</b>	<b>Transactional Limit - High Profile (PGK)</b>
Transactions made through POS (within PNG)	1,000	5,000	20,000
Transactions made through POS (outside PNG)	0	5,000	20,000
Cash back at a POS terminal (within PNG)	1,000	5,000	20,000
Online purchases	0	5,000	20,000
Cash withdrawals through ATM (within and outside PNG)	0	2,000	2,000
Cash withdrawals in Branch (within PNG)	0	5,000	20,000
Maximum number of cards allowed per account	5	5	2

The daily transaction profile limit for a card must be selected for each nominated card by the account holder or account signatory.

In deciding whether a limit needs to be increased or decreased, bear in mind that the higher the limit, the more funds will be able to be withdrawn through Electronic banking terminals within or outside of Papua New Guinea by any unauthorised person who may come into possession of a Card, or Card and PIN.

We may modify the daily transactional limit or limits linked to your card without prior notice (no notice) where it's reasonable for us to manage a material and immediate risk.

## **Card cancellation.**

We may also cancel your card at any time (without prior notice) to protect you or us from material risks including fraud, unauthorised or other losses, to manage criminal, regulatory and associated risk.

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 Westpac 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; and
- 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.

## **Card re-issue.**

We may issue a new card to you a month before the expiry date mentioned on the face of the card or upon your request. All re-issued cards are subject to the terms and conditions of the card. We may not re-issue a card to you only in circumstances where it is reasonable for us not to and to meet our regulatory obligations. Westpac may not reissue due to pro-long non-activity on the card.

## **Withdrawals at branches and other financial institutions.**

The minimum withdrawal amount may vary between financial institutions. Before a cash withdrawal is processed in Papua New Guinea you may be required to provide a second form of identification, such as a passport or driver's licence. Overseas passport will be required.

## **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 were previously linked to your card;
- if the account(s) linked to the Westpac Business Visa Debit card is closed, the card will be automatically cancelled.

## **Do transactions have to be authorised?**

All transactions on the account will need to be authorised before they can be completed by us, the merchant, or other persons involved in the transaction. For example, we may choose not to authorise a transaction if there are insufficient funds available in the account for the transaction.

Once we authorise your transaction, we will place a temporary hold for the pending transaction amount. This means, even though the current balance of your account is a certain amount, you may find you have a reduced or zero available balance later.

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.

Once the transaction is presented by the merchant and completed, the reduction of funds for the transaction will be reflected in your account.



## Overseas transactions.

Customers can access their funds (depending on the nominated daily transaction limit loaded on the card) in their linked default account at any international ATM or POS terminals where the Visa logo is displayed, by following the prompts on the electronic equipment. You may need to have a PIN to use with your card.

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

Transaction fees apply to transactions at overseas ATMs (except for ATMs participating in the Global ATM Alliance). If the amount of the transaction is more than your available balance, the transaction will be declined.

Regulatory limits may apply to international transactions depending on the exchange control regulations in your country. You are advised to contact the bank for information about any such overseas transactions limits before travelling overseas.

Any statement entries for purchases made in a foreign currency include the following two components:

- the foreign currency transaction amount, converted into local currency by the Visa International Service Association (Visa)
- a foreign currency transaction fee charged to you by Westpac, being a percentage of the local currency transaction amount.

Transactions processed in foreign currencies will be converted into your local currency before they are listed on account statements. In most cases, the rate applied to the refund of purchase transactions will differ from the original rate applied to the purchase.

The method of conversion is as follows:

Visa International Service Association (Visa) processes withdrawals, purchases, any other charges incurred and refunds made in foreign currencies, and converts these transactions into local currency. Transactions that are made in foreign currencies other than United States dollars are converted into United States dollars before being converted into your local currency.

The exchange rate used for the conversion is a wholesale market exchange rate selected by Visa from within a range of wholesale market rates in effect the day before they process the transaction.

## **Dynamic Currency Conversion.**

You may be offered the option to pay for goods or services or make ATM cash withdrawals in your card's billing currency (also known as "home currency") instead of the merchant's local currency when you travel internationally. This practice is known as Dynamic Currency Conversion (DCC), where the transaction amount is converted from the merchant's local currency to your billing currency, enabling you the cardholder to know the exact price of the transaction or cash withdrawal in your home currency. This option may also be presented to you when shopping online if the merchant is in another country.

## **Disputed transactions.**

If you need to dispute a transaction, you should contact us as soon as possible. You can raise a dispute in branch, or by contacting us using the number on the back of your card. We may ask you to provide information in writing to support your dispute.

We must comply with card scheme rules which set out dispute procedures and notification timeframes. If you don't notify us promptly, we may not be able to investigate your dispute.

In some circumstances, card scheme rules allow us to charge a transaction on the account back to the merchant with whom you made the transaction. This is known as a chargeback. You should report a disputed transaction to us as soon as possible so that we may reasonably claim a chargeback right.

## **Statements.**

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

# 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.

There may be times when we will, 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. When making this type of change, we will act reasonably in the circumstances. See page 4 for information about notice we will give you if we make any such change.

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

We will be responsible to the account holder 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, such as where your card is faulty, or an electronic banking terminal malfunctions or is unavailable.

## Your PIN.

Your PIN is a four-digit number allocated to you by us. You have the option of changing your PIN to one of your own choice at any time through any of our Westpac ATMs (including where your record of the PIN has been lost or stolen).

If you are travelling overseas you will need to have a four-digit PIN, as not all countries have the same ATM system.

## **Protecting your Card, your PIN and other passwords.**

### **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.

### **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.

### **Protecting your PIN**

To protect your PIN, you must:

- try to memorise them;
- destroy our letter telling you your PIN (if applicable);
- 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 PIN, including family members, and friends;
- if you select your own PIN, 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, part of your name, 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 PIN 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 POS 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.

## **Loss, theft or misuse of a card or PIN.**

You must immediately notify us if your card or PIN record is lost, stolen or misused, 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 the section of this booklet 'Liability for unauthorised transactions'). The best way to contact us is by visiting a Westpac branch or calling us via the phone numbers listed below.

- For cards or PINs, call our Customer Service Call Centre on +675 322 0888
- If your Westpac Business Visa Debit card is lost overseas, you may report the loss to Visa Risk Management team on +679 3217601 or email on [fjvisarisk@westpac.com.au](mailto:fjvisarisk@westpac.com.au)

# Liability for unauthorised transactions

## 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 (i.e. providers of goods or services) who are linked to the electronic funds transfer system or of their agents or employees; or
- require the use of a card or other device and happen before the user receives their card or other Device, or PIN (including a replacement or reissued card or device). For the avoidance of doubt, receiving a PIN includes setting a PIN for the first time when a card is first issued; or
- require the use of a card or other device and happen after we have been notified that the card or other device has been misused, lost or stolen; or
- require the use of a card and happen after you have requested us to cancel the card and have either returned the card to us, or taken all reasonable steps to have the card returned to us; or
- are made with a card, or with any other device or identifier that is forged, faulty, expired or cancelled; or
- are the result of the same transaction being incorrectly debited more than once to the same account; or
- are electronic transactions made using an identifier without a device.

## **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 PINs or passwords to anyone, including a family member or friend; or
- keeping a record of a PIN or other password: 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 (in the case of a PIN); or
- keeping a record of a PIN: without making a reasonable attempt to disguise it or to prevent unauthorised access to it; and
- writing their PIN on their card; or
- selecting a PIN 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 PIN and told them of the consequences of doing so; or
- leaving a card in an ATM (provided the ATM incorporates reasonable safety standards that mitigate the risk of a card being left in the ATM); or
- acting with extreme carelessness in failing to protect their PIN.

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 other device, or of their PIN(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 device;
- that portion of the losses incurred which exceed the balance of their account(s), including any prearranged credit;
- losses incurred on any accounts which the account holder and the Bank had not agreed could be accessed using the relevant device.
- losses occurring after we have been notified that the card or other device has been misused, lost or stolen or that the security of the PIN has been breached.

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.

## Overdrawing your accounts

Using your Westpac Business Visa Debit card gives you access to the funds available in your account including pre-approved arranged overdraft credit in place.

It may be possible to overdraw your account.

If you do overdraw your account, we may charge you interest on any overdrawn amount.

Should the use of your Westpac Business Visa Debit card result in your account becoming overdrawn, please refer to 'Overdrawing your accounts' in the terms and conditions applying to your account.

## When we may delay or refuse transactions

In some circumstances, including where we consider it reasonably necessary to meet our regulatory and compliance obligations (including those relating to anti-money laundering and counter-terrorism financing) or to manage associated risk, we may, without giving you notice:

- block or place a stop on your card; and/or
- delay, block, freeze or refuse a transaction.



Examples of when we may take these measures include where we have reasonable grounds to believe that:

- a transaction may breach Fiji law or sanctions (or the law or sanctions of any other country); or
- a transaction involves a payment to, from or through a sanctioned jurisdiction; or
- your account and/or card is being used in a manner we reasonably consider is unsatisfactory, fraudulently or in a way that might cause you or us to lose money; or
- you do not provide us with any document or information we reasonably request from you.

We may take these measures for as long as we reasonably need. Westpac and its correspondents are not liable for any loss you suffer (including consequential loss) in connection with your account.<sup>16</sup> You provide Westpac the following undertakings and indemnify Westpac against any potential losses arising from any breach by you of such undertakings:

- you must not initiate, engage in or effect a transaction that may be in breach of PNG law or sanctions (or the law or sanctions of any other country) or that involves a payment to, from or through a sanctioned jurisdiction; and
- the underlying activity for which the Westpac Business Handycard is being provided does not breach any PNG law or sanctions (or the law or sanctions of any country).

You should also be aware that:

- we may from time to time require additional information from you to assist us to comply with our regulatory and compliance obligations or to manage associated risk; and
- where legally permitted to do so, we may 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.

## Payments made in error

Where we reasonably believe that a payment made to your account may be a payment made in error, we may, without your consent, deduct from your account an amount no greater than the payment amount made in error and return it to the understood source of origin or as required by law, code or regulation. A payment made in error includes a fraudulent payment, a payment as a result of a scam affecting you or another person, an over payment, a duplicate payment or a payment error made by us. We will take steps, acting reasonably, to contact you in relation to a payment made in error where we consider it relates to a scam or fraud, unless we are unable.

## General matters

### **What to do if you have a problem or dispute.**

#### **Getting your complaint heard.**

We're constantly striving to provide the best possible service, and we'll do our best to resolve any concern you have efficiently and fairly. If you're ever unhappy about something we've done or perhaps not done, please give us the opportunity to put things right.

Our aim is to resolve your complaint within a reasonable time frame, and where possible we will resolve your complaint on the spot. If we need additional time to get back to you, we will let you know.

We will ensure that you're regularly updated about the progress we are making to resolve your complaint.

## **Please talk to us first.**

We aim to resolve your complaint at your first point of contact. So please raise your complaint with any of the people handling your banking.

You can contact us between the hours of 8am-6pm on business days from anywhere by:

Telephone: +675 322 0888

Email: PNGCallCentre@westpac.com.au

Fax: (675) 322 0636

Mail: P O Box 706, Port Moresby, NCD, Papua New Guinea

## **What happens if your details change?**

If your address or other relevant details change regarding your Business Visa Debit Card, please notify us as soon as possible.

This can be done easily by calling our Call Centre Team or visiting any of our branch.

Please note that unless you give us adequate prior notification of changes to your relevant details, unfortunately we will not be responsible for any resulting errors or losses.

## **Privacy.**

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

- calling Telephone Banking on +675 322 0888
- asking at any of our branches
- visiting Westpac PNG website : [www.westpac.com.pg/privacy/](http://www.westpac.com.pg/privacy/)

## **Duty of Confidentiality.**

The Bank 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.

# We're here to help

Our Customer Care team is ready to assist between the hours of 8am-6pm on business days.



(675) 322 0888



[PNGCallCentre@westpac.com.au](mailto:PNGCallCentre@westpac.com.au)



[www.westpac.com.pg](http://www.westpac.com.pg)