

# Business Visa Credit Card

Terms and Conditions.

Westpac PNG

# We're here to help



(675) 3220 888



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or visit us in branch

## Things you should know:

Your Credit Card Contract includes this Conditions of Use brochure, the letter which advises both your credit limit, and other prescribed information we are required to give you by law, and the pre-contractual statement, if any, contained in the brochure that accompanied your application form. Therefore it is important that you read all documents carefully and retain them for future reference.

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# 1.0 Conditions of Use

## 1.1 Introduction

- (a) These Conditions of Use, together with the other documents comprising the Credit Card Contract, govern the use and operation of your Credit Card, including the use of your Credit Card and PIN.
- (b) These Conditions of Use apply to the Primary Cardholder, any Supplementary Cardholder(s) and to all transactions involving the use of your Card or Card details.
- (c) These Conditions of Use do not, on their own, contain all the terms applying to your Credit Card, so it is important that you read all of the documents comprising the Credit Card Contract carefully and retain them for future reference.
- (d) If there is any inconsistency between these Conditions of Use and other terms and conditions, these Conditions of Use will prevail.
- (e) If you do not understand something in these Conditions of Use, please talk to our staff. They will be happy to help you.

## 1.2 When the Conditions of Use take effect

- (a) Either activation of the Card Account, or the first transaction on the Card Account (whichever comes first) will be taken as your agreement to comply with these Conditions of Use.
- (b) If you are a business cardholder, you acknowledge that any securities held (currently or in future) by the Bank to secure monies advanced under the Credit Card Contract can be applied against debts incurred on your Card should you fail to meet your obligations under the Conditions of Use.

## 1.3 Code of Banking Practice

Each of the relevant provision of the Code of Banking Practice in your location (if any) applies to the Cards.

## 2.0 Definitions

### In these Conditions of Use:

**"Account Holder"** means, the person(s) and/or business(es) in whose name the Card Account is conducted and who is (subject to these Conditions of Use) responsible for all transactions on the Card Account and includes the Primary Cardholder.

**"Annual Percentage Rate"** (interest rate) means the percentage rate or rates per annum applicable to the Westpac Business Visa Card, as shown In the letter which advises your credit limit and other prescribed information which we are required to give you by law.

**"Auto Pay"** means an automated collection feature designed to conveniently collect the full balance of the Westpac Business Visa Card from a Nominated Account by the due date.

**"Bank", "Westpac", "our", "we", "us"** means Westpac Banking Corporation (ABN 33 007 457 141) a corporation registered in New South Wales, Australia under the Corporations Act 2001 of Australia and having its principal place of business in Fiji at 1 Thomson Street, Suva.

**"Bank business days"** means any day on which the Bank in your location is open, not including weekends, public holidays or bank holidays. Saturday and Sunday are not classified as Bank business days even though some branches may be open for business.

**"Card", "Credit Card", "Westpac Business Visa Card"** means any credit card issued by us to you, for use on the Card Account from time to time.

**"Card Account"** Westpac Business Visa Card Account.

**"Cash Advance"** means any transaction treated by us as a cash advance, including transactions where you:

- draw cash from the Westpac Business Visa Card using an automatic teller machine or at a financial institution; or
- receive from a Merchant a cash substitute (including, but not limited to, using the Westpac Business Visa Card to purchase tokens, money orders, or to load value to a stored value card or facility); or
- use the Westpac Business Visa Card to pay bills through a third party where the Merchant does not accept credit card payments; or
- use the Westpac Business Visa Card to pay bills over the counter at a financial institution; or
- transfer, or arrange for the transfer of, funds from the Westpac Business Visa Card to another account.

Merchants enter into an agreement with their chosen financial institution, enabling the Merchant to accept payment for goods and services by credit card. Westpac, as the issuer of your Card, is only able to determine whether to treat a transaction you make with a Merchant on your Westpac Business Visa Card as a purchase or a cash advance, based on information (including the type of business conducted by the Merchant) provided by that financial institution in the course of processing the transaction. Cash Advance is not available on the Westpac Business Visa Card unless requested in writing by the Account Holder.

**"Closing Balance"** means the balance contained in your statement issued on the date of the statement.

**"Credit Card Contract"** includes these Conditions of Use, the letter which advises your credit limit and other prescribed information we are required to give you by law, and the pre-contractual statement, if any, contained in the brochure that accompanied your application form.

**"Credit Code"** means the Consumer Credit Code applicable in your location (if any).

**"Daily Percentage Rate"** means the rate determined by dividing the Annual Percentage Rate by 365.

**"eCommerce Transaction"** means a Credit Card transaction between a cardholder and a Merchant over the internet or other networks using a personal computer or other access device. Mail orders and telephone orders are excluded from this definition.

**"Electronic Banking Terminal"** means any authorised terminal or device in which you can use your Card and PIN. This includes:

- Westpac branch terminals in the Region;
- Westpac automatic teller machines (ATMs) in the Region;
- ATMs of other selected financial institutions in the Region;
- ATMs outside the Region bearing the scheme logo for your Card;
- electronic funds transfer at point of sale (EFTPOS) terminals;
- any other authorised terminal or device connected to the Bank's electronic banking system from time to time.

ATM access is not available on the Westpac Business Visa Card unless requested in writing by the Account Holder.

**"Electronic Equipment"** includes Electronic Banking Terminals, computers, televisions and telephones.

**"local currency"** means the official currency in your location.

**"Manual Signature Comparison"** means a method of authenticating your authority to make a transaction on the Card Account, involving verification by comparison of your manual signature with a written specimen signature, such as the signature that appears on your Card.

**“Merchant”** means a provider of goods or services who accepts payment by Card.

**“Nominated Account”** means a Westpac transactional account can be nominated for the purpose of collecting the full balance of the business card by the end of the billing cycle.

**“PIN”** means the personal identification number or word which has been allocated to you by us, for use with your Card in any Electronic Banking Terminal.

**“Primary Cardholder”** means the person who opens the Card Account with us.

**“the Region”** includes Cook Islands, Fiji, Papua New Guinea, Samoa, Solomon Islands, Tonga and Vanuatu.

**“Supplementary Cardholder”** means the person(s) who from time to time is/are issued with a Supplementary Card for use on the Card Account at the request of the Primary Cardholder.

**“unauthorised transaction”** means any transaction made without your knowledge or consent.

**“user” or “you”** means the Primary Cardholder and/or a Supplementary Cardholder, as appropriate.

**“Westpac Group”** means Westpac Banking Corporation and its related bodies corporate.

**“your location”** means the country, in the Region, in which your Credit Card was issued by us.



# 3.0 The Card and PIN

## 3.1 Types of Cards

**These Conditions of Use govern:**

- The Westpac Business Visa Card

## 3.2 Supplementary Cards

- (a) You (being the Primary Cardholder) can ask us to give a Supplementary Card and PIN to any person you nominate as your agent to operate on the Card Account, provided that person is over the age of 18 years. A Supplementary Cardholder must also comply with these Conditions of Use.
- (b) Where a Supplementary Card has been issued at your request:
- you authorise us to give the Supplementary Cardholder information about the Card Account for the purpose of their use of the Supplementary Card. In addition, you authorise us to act on the instructions of the Supplementary Cardholder in relation to the Card Account, except for a request for an increase to the credit limit on the Card Account, termination of the Card Account or the replacement of the Supplementary Card following cancellation of that Card by you;
  - you are responsible for the use of the Supplementary Card and you must pay for all transactions made by the Supplementary Cardholder, including any charges;
  - you can cancel the Supplementary Card by cutting it into several pieces and either returning them to us, or informing us by telephone that you have destroyed the Card and disposed of the pieces securely. You must then write to us to confirm cancellation of the Card. If you cannot destroy the Card, you should ask us to put a stop on the Card Account;
  - you should be careful in cases where you cannot destroy the Supplementary Card because, although a stop may have been placed on the Card Account, the Supplementary Card may have been placed on the Card Account, the Supplementary Card may still be used in some circumstances (for example, for store purchases below floor limits where no electronic approvals are in place);

- you will not be responsible for the continuing use of the Supplementary Card from the later of the date you advise us that you want the Supplementary Card cancelled, and when you have taken all reasonable steps to have the Supplementary Card returned to us. What constitutes taking all reasonable steps to have the Supplementary Card returned to us will vary, depending on the particular circumstances. At a minimum, it will require you to contact the Supplementary Cardholder, if at all possible, and request them to surrender the Supplementary Card to you, so that you can return it to us.
- (c) When a Supplementary Cardholder uses their Card to access accounts held by that Supplementary Cardholder, they are acting as a principal in their own right. You will not be responsible for any such use where you are not party to such an account.
- (d) As stated in paragraph (a) of this clause, a Supplementary Card is issued at your request to a nominated Supplementary Cardholder, as your agent to operate on the Card Account. On your death, the authority you have given the Supplementary Cardholder is automatically cancelled and the Supplementary Card can no longer be used to access either the Card Account or any accounts held by the Supplementary Cardholder.

### **3.3 Selection/Issue of PIN**

We will allocate a PIN to you when your Card is first issued. If the record of the PIN is lost or stolen, we may issue you with a new PIN and, in some circumstances, we may issue you with both a new Card and PIN.

### **3.4 Card reissue**

We may issue a new Card to you at any time. All such Cards are subject to these Conditions of Use. We reserve the right not to reissue a Card.

### 3.5 All Cards remain our property

You agree that your Card remains the property of the Bank and agree to return the Card to us on:

- our request; or
- cancellation of your Card; or
- closure of the Card Account; or
- termination of your authority to operate the Card Account.

## 4.0 Using the Cards

### 4.1 When can you use your Card?

- (a) Your Card is valid only if it has been signed by you and is used during the validity period shown on the face of the Card.
- (b) You must destroy any Card that is no longer valid by immediately cutting it into several pieces and disposing of them securely.

### 4.2 Where can you use your Card?

- (a) You can use your Westpac Business Visa Credit Card anywhere in the Region or globally wherever the Card is accepted.
- (b) You can use your Card at any Merchant directly or by mail order, telephone order, through the internet or at any financial institution or Electronic Banking Terminal displaying the applicable scheme sign for your Card.
- (c) If you use your Card outside your location, certain legal and regulatory requirements may apply (for example, Foreign Exchange Control Regulations). Details of such requirements, if any, may be obtained from our branches.

### 4.3 Foreign currency transactions

- (a) Any statement entries for purchases or Cash Advances/withdrawals made in a foreign currency includes the following three components:
  - the foreign currency transaction amount, converted into local currency by Visa International;
  - any fee that may be charged by Visa International to Westpac on foreign currency transactions, which will be passed on to you; and
  - a foreign currency transaction fee charged to you by Westpac, being a percentage of the local currency transaction amount.

A foreign currency transaction fee will apply to all international transactions, whether originally made in the currency your Card was issued, or converted from a foreign currency.

Details of these fees are set out in the letter which advises your credit limit and other prescribed information we are required to give you by law.

- (b) Transactions processed in foreign currencies will be converted into your local currency before they are listed on Card Account statements. Levies or fees may be charged by the applicable Credit Card scheme during the conversion process. 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 (Visa) processes Cash Advances, purchases, any other charges incurred and refunds transactions made in foreign currencies, and converts these transactions into local currency. Transactions that are made in United States dollars, Canadian dollars, New Zealand dollars, Singapore dollars, Pounds Sterling, Euros and Japanese Yen are converted directly into local currency. Transactions that are made in any other foreign currencies other than United States dollars are converted into United States dollars before being converted into 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.

Note: Exchange rates quoted by Westpac in your location will not be used to convert foreign currency transactions to the local currency equivalent.

#### **4.4 Purpose of use**

- (a) Your Westpac Business Visa Card must be used wholly or predominantly for business purposes or investment for business purposes. We reserve the right to determine, in any instance, whether use or proposed use of your Card has been or will be in accordance with this requirement.
- (b) You must not use your Card for any unlawful purpose, including the purchase of goods or services prohibited by the laws of your location and/or the laws of the location where the Card is used or where the goods or services are provided. We may not authorise your transactions where this would result in a breach of a legal or regulatory requirement. We may also suspend your use of the Card where your transactions have breached a legal or regulatory requirement.

- (c) You must also comply with any anti-money laundering or counter-terrorism financing laws in your location. In most, if not all, locations, the Bank is obliged to complete and render a suspicious transaction report to the regulator in your location if it has reasonable grounds to suspect that you have breached the relevant parts of the anti-money laundering or counter-terrorism financing laws in your location.

#### **4.5 Transactions at Electronic Banking Terminals**

- (a) You may use your Westpac Business Visa Card at any Electronic Banking Terminal to access your Card Account as follows:
  - (i) at ATMs for Cash Advances if requested;
  - (ii) at EFTPOS terminals in the Region to pay for goods and services provided by a merchant;
  - (iii) at any EFTPOS terminal where the Visa scheme logo is displayed.
- (b) When you make a transaction at any Electronic Banking Terminal, you authorise us to act on the instructions you enter into the terminal.
- (c) You should ensure that the transaction amount is correct before you sign vouchers or transaction records given to you by Merchants or financial institutions and before you enter your PIN at Electronic Banking Terminals. By signing a voucher or transaction record or entering your PIN at an Electronic Banking Terminal, you indicate your agreement that the transaction amount is correct.
- (d) Some Electronic Banking Terminals do not have an account selection facility. Where that is the case, any transaction will be processed to the Card Account.
- (e) In the event that an Electronic Banking Terminal malfunctions or is otherwise unavailable for use, the Merchant may provide alternative manual procedures to enable a transaction to be made. You will then be required to present your Card and sign a transaction voucher. A voucher signed by you authorises us to process the transaction to the Card Account.

## 4.6 Card acceptance

- (a) We are not responsible if a Merchant or financial institution refuses to accept a Card. Subject to any applicable law, we are not responsible for goods or services supplied to you. If you have a complaint or concern about goods or services purchased with your Card, you must resolve this directly with the Merchant.
- (b) Card promotional material displayed on any premises is not a warranty by us, by any other financial institutions, or by Merchants carrying on business there, that all goods and services available at those premises may be purchased with your Card.
- (c) The Credit Card Contract contains the entire agreement of the Card Account. Where your Card is being used to purchase goods or services from a Merchant, you should disregard any representation, warranty or statement which may be made in connection with the Credit Card Contract by the Merchant, its employees, agents or contractors.

## 4.7 Do transactions have to be authorised?

- (a) Certain transactions on the Card Account may need to be authorised by us before they can proceed. Prior to any transaction being completed, the Merchant or other person involved in the transaction may obtain an authorisation for the transaction. We may not authorise a transaction if:
  - the credit limit would be exceeded; or
  - the Primary Cardholder is behind in making payments to the Card Account.
- (b) We reserve the right to decline authorisation for any transaction on the Card Account.
- (c) Once an authorisation is obtained, it will reduce the amount of available funds in the Card Account. If the purchase or other transaction is not completed, the amount of available funds in the Card Account may continue to be reduced for up to four Bank business days after the authorisation is obtained.

## **4.8 Transaction records**

When you complete a transaction through an Electronic Banking Terminal you will receive a printed transaction record. Check your record carefully and retain it to aid in reconciling account statements. If a transaction record is unavailable, you will be notified prior to the completion of the transaction and given the choice of proceeding.

## **4.9 Processing date and posting of transactions**

- (a) Transactions at our Electronic Banking Terminals may be processed to the Card Account on the day that you made the transaction or the following Bank business day.
- (b) If you use your Card in an Electronic Banking Terminal which is not owned by us, we will process the transaction to the Card Account as soon as we receive it. However, transactions may be assigned an effective date in accordance with clause 7.4.
- (c) When, on the same day, multiple transactions are made on the Card Account, or are received by us for processing to the Card Account, debit transactions (such as purchases and Cash Advances) are posted to your account before credit transactions (such as payments). This is the case, even where a credit transaction is made before a debit transaction, and it appears from an account balance enquiry made immediately after the credit transaction that the credit transaction has already been posted to the account.

## **4.10 Transaction Information**

To facilitate the processing of Card transactions, information relating to your Card details and transaction details may be processed by Visa in countries other than in the Region. By using your Card, you agree that information regarding the transaction may be processed outside the Region.

## 4.11 Anti-Money Laundering and Counter-Terrorism Financing Obligations

In order for us to meet our regulatory and compliance obligations relating to anti-money laundering and counter-terrorism financing, we will be increasing the levels of control and monitoring our performance. You should be aware that:

- transactions may be delayed, blocked or refused where we have reasonable grounds to believe that they breach the laws or sanctions of your location (or the law or sanctions of any other country);
- where transactions are delayed, blocked, frozen or refused, Westpac and its correspondents are not liable for any loss you suffer (including consequential loss) howsoever caused in connection with your Card;
- we may from time to time require additional information from you to assist us in the above compliance process;
- where legally obliged 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.

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

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

## 5.0 The Card Account

### 5.1 How much credit can you obtain?

- (a) We will notify you in writing of the amount of credit that applies to the Card Account. This is called the "credit limit".
- (b) Transactions made by you must not exceed the credit limit without our prior approval. However, transactions may, at our discretion, be allowed to proceed even though they will cause the credit limit to be exceeded. Remember, the credit limit applies to the Card Account – there is not a separate credit limit for each Supplementary Card issued on the Card Account.
- (c) If the credit limit is exceeded, any amount in excess of the credit limit is payable immediately.



## 5.2 How much cash can you obtain?

- (a) The minimum amount of any Cash Advance may vary between financial institutions.
- (b) Before a Cash Advance is processed, you may be required to provide the following identification:

In **your location** either:

A passport or driver's licence bearing your photo; or any two of the following items:

- identity card bearing your photo;
- driver's licence without a photo;
- another debit or credit card bearing your signature;
- employee identity card, union card or student card bearing your signature;
- pensioner identification card; and
- any other identification requirements required under law in your location.

**If you are overseas**, some banks may require a passport or other identification before a Cash Advance is processed.

## 5.3 Amounts that are charged to the Card Account

The Card Account will be charged with, and accordingly the Primary Cardholder is required to pay us:

- the amount for goods and services bought directly from a Merchant or by mail order, telephone order or through the internet;
- the amount of all Cash Advances;
- the fees and charges in accordance with clauses 7.1 and 7.3; and
- interest charges imposed on Cash Advances and purchases in accordance with clause 7.2.

# 6.0 The Statements

## 6.1 How do you know how much you owe?

- (a) A statement for the Card Account will be issued each month to the Primary Cardholder. The date your statement is issued is called the "statement date" and the period from one statement date to the next statement date is called the "statement cycle".

(b) Each month we will issue your statement to you on the statement date if:

- there are any amounts owing by you or to you; or
- there have been any amounts debited or credited to the Card Account during the statement cycle.

Your statement will be mailed to you. For relationship managed customers, your statement may be delivered by your relationship manager.

(c) Amounts shown on your statement will be expressed in local currency and must be settled in your location in local currency. There is no facility for payment to be made overseas, other than by transferring funds using our Telephone Banking or Internet Banking services.

(d) A statement will not be issued to you on the statement date where:

- the debt has been written off, even though you will remain liable; or
- the Account Holder has died or is insolvent and the Account Holder's personal representative or trustee in bankruptcy has not requested a statement of account; then Westpac will be otherwise excused from sending the Account Holder a statement by law.

(e) You should keep all vouchers and transaction records given to you or to any Supplementary Cardholder by Merchants and financial institutions, or issued by Electronic Banking Terminals, to help you check statements on the Card Account.

## **6.2 If you think there is a mistake**

(a) You agree that the amount shown on any sales voucher, Cash Advance voucher or transaction record is sufficient evidence of the cash price of the goods or services or the amount of the Cash Advance to which that voucher or transaction record relates.

(b) You should check each statement carefully as soon as you receive it. If you wish to dispute an amount charged to the Card Account you should provide us with written notice of your dispute before the due date shown on your statement. If you do not dispute an amount shown on a statement by the due date, our ability to obtain a refund (if applicable) may be restricted under Visa scheme rules.

Please refer to clause 9.1 for details of how to notify us of disputed transactions.

Please read clause 10.2 to obtain details of your liability where unauthorised transactions are made on a Card Account.

# 7.0 The Charges

## 7.1 Fees and charges

- (a) Subject to all applicable laws, we may charge the Card Account with any fees or charges. The Annual Percentage Rate and other fees and charges applying to the Card Account are variable in accordance with clause 12.3.
- (b) The Card Account will be charged with an annual card fee (where an annual card fee is applicable) before the first Cash Advance or purchase transaction, unless the Card Account features a waiver of the first year's annual card fee. The fee is then charged on the anniversary of when the first fees were charged.
- (c) Other fees and charges may apply as outlined in the letter which advises the credit limit and other prescribed information which we are required to give you by law.

## 7.2 Interest charges

- (a) Interest charges on Cash Advances and (subject to the interest free period conditions) on purchases will be calculated in accordance with clause 7.2.1 and charged for each statement cycle at the statement date. Details of the interest charges will be shown on your statement.
- (b) Information on current interest rates and fees and charges applying to our Credit Cards is available on request.

### 7.2.1 Calculation of interest charges

- (a) Cash Advances and purchases outstanding at the beginning of the statement cycle and recorded during the statement cycle are separately assessed for interest charges, under different conditions:

#### 7.2.2 Cash Advances

If a Cash Advance is made after the start of the statement cycle to which the statement relates, the interest charge on the Cash Advance is calculated from the date the transaction is made or from the date assigned to the transaction in accordance with clause 7.4 (the "transaction date") until the amount is paid in full. If the transaction date was before the start of the statement cycle to which the statement relates, the interest charge on the Cash Advance is calculated from the first day of that statement cycle until the amount is paid in full.

### 7.2.3 Purchases

If a purchase is made after the start of the statement cycle to which the statement relates, the interest charge on the purchase is calculated from the transaction date until the amount is paid in full, unless the purchase is eligible to obtain the benefit of an interest free period. If the transaction date was before the start of the statement cycle to which the statement relates, the interest charge on the purchase is calculated from the first day of that statement cycle until the amount is paid in full, unless the purchase is eligible to obtain the benefit of an interest free period.

- (a) The interest charges on Cash Advances and purchases (not receiving the benefit of an interest free period) are calculated daily, by applying the Daily Percentage Rate separately to the unpaid daily balances of Cash Advances and purchases. The total amount of interest charges debited to the Card Account is the sum of the interest charges on Cash Advances and purchases for the number of days in the statement cycle and may include adjustments relating to prior statement cycles.

### 7.2.4 Accounts with interest free period for purchases

- (a) All of the Card Accounts below offer an interest-free period for purchases, subject to the conditions described in this clause:
- Westpac Business Visa Card.
- (b) What is an interest free period?
- An interest free period consists of:
- (i) the 'initial interest free days' which start from the transaction date and end on the statement date; and
  - (ii) 'further interest free days' which start after the statement date and end on the due date or payment date (whichever comes first).
- (c) When does the 'initial interest free days' condition apply? The 'initial interest free days' will apply to a purchase if you pay the closing balance in full by the due date shown on the statement preceding that purchase.
- (d) When does the 'further interest free days' condition apply? A purchase will have 'further interest free days' only if:
- (i) you have paid the closing balance in full by the due date shown on the statement preceding the purchase (i.e. the 'initial interest free days' condition has been met; and
  - (ii) you pay the closing balance in full by the due date shown on the statement recording the purchase.

- (e) How many 'further interest free days' apply to the Card account?
- Up to 15 days for Westpac Business Visa Cards.
- (f) What happens if payment is not made in full?
- If you do not pay the full amount of the closing balance by the due date shown on your statement, unpaid purchases outstanding as well as all new purchases will be included in the calculation of the interest charge.

## 7.3 Government charges

Subject to any applicable law, the Card Account will be charged with:

- all or any contract stamp duty payable in respect of the Credit Card Contract; and
- any government duties, taxes, rates, levies or charges, now or in the future, in your location charged upon or in relation to the use of your Card or transactions debited or credited to the Card Account, whether or not you are primarily liable for such duties, taxes, rates, levies or charges.

## 7.4 Effective date and adjustments

- (a) We may assign any date we consider appropriate to a debit or a credit to the Card Account, but in the case of a debit, that date must not be earlier than the date on which the relevant transaction occurred. If we do this we may make consequential amendments (for example, to interest).
- (b) You are liable to us for the amount of any purchase or Cash Advance from the date we assign to the transaction under this clause, and the credit we provide under those amounts is payable under these Conditions of Use.

# 8.0 The Payments

## 8.1 How Auto Pay Works

Repayments will be completed using Auto Pay. An account will be nominated for each business card (it can be the same account for all cards) and the full balance will be collected monthly by the end of the billing cycle.

- (a) Three days before end of billing cycle, a sweep will commence to collect funds for each card from the Nominated Account. If the sweep fails due to insufficient funds, it will be re-run for two more days. If all funds are collected there will be no interest charged. By the third day if unsuccessful, the account will be charged fees/interest at applicable rate and relationship manager will manage the collection of funds. If successful and the nominated account is overdrawn, applicable fees will apply as per the terms and conditions of the nominated account.

## 9.0 Errors/Disputes and Resolutions

### 9.1 How to report a lost or stolen Card or PIN or unauthorised transactions

(a) What to do.

You must immediately notify us if your Card or PIN record is lost or stolen, or you suspect that unauthorised transactions have been made on your Card Account. We will give you a notification number or some other form of acknowledgment which you should retain as evidence of the date and time of your report. Where your report is made by telephone, we may require you to confirm it at one of our branches and complete certain documentation.

(b) How to tell us.

- if any Card is lost or stolen in your location or overseas, the best way to contact us is to telephone us using the number listed on the inside cover of these Conditions of Use. You may call in at one of our branches in your location, but we prefer that you telephone us immediately so that we can put a stop on your Card straight away.
- you must tell us of the loss or theft of your Card immediately or within a reasonable time if you cannot contact us immediately. We will not be responsible for any loss or damage, if you fail to notify us as above. If you can't contact us by phone because our telephone numbers are not available, you will not be responsible for unauthorised use of your Card or PIN which could have been prevented if you were able to contact us by phone, provided you tell us of the loss, theft or misuse of your Card or PIN within a reasonable time from the re-establishment of our telephone reporting facilities.

### 9.2 Investigating and resolving problems

- (a) If you have a problem or complaint, we aim to resolve it at your first point of contact with us. If we cannot do so, we will escalate to your account manager.
- (b) If you feel we did not act fairly in the way we handled your complaint or in the way we resolved your complaint, you can ask your branch manager to review the matter for you. Your branch manager's role is to act independently as possible to make sure that Westpac has treated you fairly.

# 10.0 Unauthorised Transactions

## 10.1 Protecting your Card and PIN

- (a) Because anyone who has your Card and PIN can make transactions on your Card Account, you must take special care to protect them.
- (b) 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.
- (c) If you make a record of your PIN; you must keep it separate and well away from your Card, even if it is well disguise minimise the risk of unauthorised transactions occurring your account. 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
- (d) and used. To protect your PIN you must:
- try to memorise it; found
  - 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, friends and our staff;
  - make sure that nobody watches you enter your PIN at Electronic Banking Terminals;
  - 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 Electronic Banking Terminal;
  - make sure that you do not leave anything behind when you complete a transaction, including leaving your Card unattended in or at an Electronic Banking Terminal;
  - notify us immediately if your PIN mailer has not been received intact, or if a PIN change has taken place without being requested.



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

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

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

## **10.2 Liability for unauthorised transactions**

### **10.2.1 Transactions not involving Manual Signature Comparison**

This clause 10.2.1 explains the Account Holder's liability for losses resulting from unauthorised transactions which are initiated through Electronic Equipment and do not involve Manual Signature Comparison.

(a) When the Account Holder is not liable

- (i) 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.
- (ii) 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 who are linked to the EFTPOS system or of their agents or employees; or
  - happen before the User receives their Card or receives or selects their PIN, including a replacement or reissued Card or PIN; or
  - happen after we have been notified that a Card has been misused, lost or stolen or that PIN security has been breached; or
  - are made with a Card or PIN that is forged, faulty, expired or cancelled (as applicable); or
  - is the result of the same transaction being incorrectly debited more than once to the same account.

(b) When the Account Holder is liable

- (i) 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.
- (ii) The Account Holder will be liable for actual losses resulting from unauthorised transactions caused by the User:
  - engaging in fraud; or
  - voluntarily disclosing their PIN to anyone, including a family member or friend; or
  - keeping a record of their PIN:
  - without making a reasonable attempt to disguise it or to prevent unauthorised access to it; and
  - in a way that it could be lost or stolen with their Card; or
  - writing their PIN or a disguised record of their PIN on their Card; or
  - acting with extreme carelessness in failing to protect their PIN.
  - authorising card transactions in advance against subsequent charges for the purchase of goods or services.
- (iii) The Account Holder will also be liable for actual losses resulting from unauthorised transactions caused by the User delaying notifying us of the misuse, loss or theft of their Card, or of their PIN 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.
- (iv) 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 Account;
  - that portion of the losses incurred which exceed the balance of their Card Account, including any pre-arranged credit;
  - losses incurred on any accounts which the Account Holder and the Bank had not agreed could be accessed using the Card and PIN.
- (v) The Account Holder's liability is subject to Westpac proving on the balance of probability that the User contributed to the losses in one or more of the ways listed above.

(c) When limited liability applies

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

- the balance of the Card Account, including any pre-arranged credit; or
- the actual loss at the time we are notified of the misuse, loss or theft of the Card or of the PIN becoming known to someone else (excluding that portion of the loss incurred on any one day which exceeds the applicable daily transaction limit).

### **10.2.2 Other unauthorised transactions**

The Account Holder will not be liable for losses resulting from unauthorised transactions made on the Card Account, provided the Card Account is in good standing and the User:

- has exercised vigilant care in safeguarding their Card from risk of loss, theft or unauthorised use; and
- immediately and without delay takes reasonable steps to notify us upon discovery of the loss, theft or unauthorised use of their Card, in terms of clause 9.1(a); and
- has not reported two or more incidents of unauthorised use in the preceding 12 months; and
- has complied with the Credit Card Contract.

Notwithstanding the above, the Account Holder will not be liable for losses resulting from unauthorised transactions made on a Card Account after we receive notice from the User in terms of clause 9.1(a). Until we receive such notice, the Account Holder may be liable for losses resulting from unauthorised transactions which were not initiated through Electronic Equipment and/or involved Manual Signature Comparison.

### **10.2.3 eCommerce Transactions**

If an unauthorised transaction is an eCommerce Transaction and we are notified that the transaction is unauthorised by the due date shown on the Card Account statement, the Account Holder will not be liable for the amount of the transaction.

# 11.0 Our Responsibilities and Liabilities

## 11.1 Electronic banking access

- (a) We will maintain electronic banking access to the Card Account at all times unless:
- an Electronic Banking Terminal malfunctions or is unavailable for use; or
  - a Merchant refuses to accept your Card.
- (b) We reserve the right at any time to alter the types of accounts which may be operated, or the types of transactions which may be undertaken, or the types of Electronic Banking Terminals which may be accessed, using your Card and PIN.

## 11.2 What happens if an Electronic Banking Terminal does not work?

- (a) We will be responsible to you for any loss which occurs because an Electronic Banking Terminal accepts your instructions but fails to carry out the transaction requested.
- (b) If you are aware that the Electronic Banking Terminal is unavailable for use or not operating properly, we will only be responsible for correcting the relevant account and refunding any fees or charges.
- (c) We will not be responsible if an Electronic Banking Terminal does not accept your instructions or your Card fails to work in the terminal.

# 12.0 General Information about the Credit Facility

## 12.1 Cancellation and termination

- (a) (i) We may cancel your Card at any time without prior notice.
- (ii) You (being the Account Holder) may terminate the Card Account at any time by giving us written notification.
- (iii) We may terminate the Card Account if you did not follow these Conditions of Use or gave us false information to cause us to open the Card Account.
- (iv) Please refer to clause 3.2 (b) for details of how to cancel a Supplementary Card.
- (b) Where a Card has been cancelled by us or the Card Account has been terminated:
- you agree to cut the Card(s) into several pieces and either return them to us, or inform us by telephone that you have destroyed the Card(s) and disposed of the pieces securely;
  - you must cancel any periodical payment arrangements which are linked to the Card Account.

Where a Card has been cancelled by us, you must continue to make at least the minimum payment each month until the balance of the Card Account is paid in full. Fees, charges and interest charges will continue to be debited to the Card Account.

Where the Card Account has been terminated, you must immediately pay us the full balance of the account; including (where applicable) any amount reasonably expended by us in collecting payments.

- (c) You will remain liable for transactions debited to the Card Account which were made prior to termination. You will also be liable for standing order authority transactions which have not been cancelled by you prior to termination. These transactions may, for example, have been made by mail order, telephone order or through the internet.
- (d) You may have to pay reasonable enforcement expenses under these Conditions of Use, including any amount reasonably incurred by the use of our staff and facilities, in the event of a breach of the Credit Card Contract.

## 12.2 Stopping the Card Account

We may block, or place a stop on, the Card Account if it is transacted on in such a way that we suspect fraudulent use of your Card, but have been unable to contact you to confirm our suspicion.

## 12.3 Variation

We may change these Conditions of Use at any time by notifying the Account Holder in the following manner, unless the laws in your location provide otherwise, in which case, we will notify you according to those laws.

### (a) Changes to the Annual Percentage Rate

- we may notify you of an increase to the Annual Percentage Rate by written notice 30 days before the change takes effect. Alternatively, notice may be given by publishing the change in a newspaper circulating in your location. In this case, we will confirm the change 30 days before takes effect.
- written notice will be given 7 days before we reduce the Annual Percentage Rate that applies to the Card Account.

### (b) Changes to the method of calculation or application of interest charges.

We may notify you of a change in the manner in which interest is calculated or applied (including a change in or the abolition of any interest free period) by giving you written notice no later than 30 days before the change takes effect.

### (c) Changes to credit fees and charges:

- we will notify you of any change to the amount of credit fee or charge, the introduction of a new credit fee or charge or a change in the frequency or the time for payment of a credit fee or charge by giving you written notice no later than 30 days before the change takes effect. Alternatively, notice may be given by publishing the change in a newspaper circulating in your location where we are increasing the amount of a credit fee or charge or introducing a new credit fee or charge. In this case, we will confirm the change 30 days before the change takes effect.
- where the change reduces or abolishes a credit fee or charge or extends the time for payment of credit fee or charge, we will advise you of the change before or when your next statement of account is sent after the change takes effect.

(d) Changes to repayments

- we may notify you of a change in the amount or frequency or time for payment of or a change in the method of calculation of repayments by giving you written notice no later than 30 days before the change takes effect.
- where the change reduces repayments or extends time for payment, we will advise you of the change before or when your next statement of account is sent after the change takes effect.

(di) Other Changes

- we may notify you of any other change by giving you written notice no later than 30 days before the change takes effect. Such changes may include:
- imposing or increasing fees relating solely to your use of a Card and PIN in an Electronic Banking Terminal, or to issuing you with an additional or replacement Card or PIN;
- increasing your liability for losses relating to electronic funds transfer transactions;
- imposing, removing or adjusting transaction limits which apply to the use of your Card, an account or Electronic Banking Terminals.
- where the change reduces your obligations or extends the time for payment, we will advise you of the change 30 days before the change takes effect.

(dii) When advance notice of a change may not be given.

We may not notify you in advance when a change is necessitated by an immediate need to restore or maintain the security of our systems or of individual accounts.

(diii) Electronic notification and notices by advertisement

Where permitted by applicable legislation and industry codes, written notice under this clause 12.3 may be given:

- (i) electronically i.e. by electronic communication to your nominated electronic address, or by making particulars of changes available at our website:

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

- (ii) by advertising of changes in a daily local newspaper.

## 13.0 Other

### 13.1 Marketing Consent

We will use your personal information to send you offers for products and services we believe may be of interest and value to you ( including by email, SMS or other means) unless you have previously told us that you do not want to receive marketing offers from us. The products and services offered may be provided by us or one of our third-party partners. If you do not want to receive direct marketing offers from us, you can let us know using the contact details in our Privacy Statement [www.westpac.com.pg/privacy/](http://www.westpac.com.pg/privacy/) or follow the opt-out instructions in the message.

### 13.2 Change of name or address

You agree to promptly notify us of any change to your name or address. If you fail to notify us of your change of address, you may prejudice your rights under the Credit Card Contract.

### 13.3 Certificate of balance

A certificate signed by one of our officers stating the balance of the Card Account will be sufficient evidence of the amount of the Account Holders liability to us at the date of issuing that certificate.

### 13.4 Set off - no deduction

If you (being the Account Holder) have money in any account with us (other than the Card Account) we can, but need not, use it to pay amounts owing under the Credit Card Contract. If the Card Account has a positive (credit) balance, we may also use all or part of that balance to clear debts which you owe us in other loan or deposit accounts. If we do this, the balance of the account from which we have taken the money will reduce by the amount used for this purpose.

To the maximum extent allowed by law, you give up any right to set off any amounts we owe you (for example, credit balances in your other accounts or any deposit) against amounts you owe under the Credit Card Contract. You will need to pay any money you are required to pay under the Credit Card Contract without deducting amounts you claim are owing to you by us or any other person.



### **13.5 Exercising our rights**

If we fail to exercise or delay in exercising any of our rights under these Conditions of Use, that failure or delay does not constitute a waiver of our rights. We may exercise our rights under these Conditions of Use at any time, despite any previous failure or delay on our part.

### **13.6 Governing law**

These Conditions of Use are governed by the laws of your location.

### **13.7 Non-assignment**

You may not assign your rights under the Credit Card Contract to another person.

The Bank may transfer the Credit Card Contract to someone else. If the Bank wants to do so it can give anyone all information that privacy laws allow it to give. If the Bank transfers the Credit Card Contract, the Credit Card Contract will apply to the transferee as if it were the Bank.

### **13.8 Notice that credit information be given to a credit reporting agency**

Subject to any laws in your location that say otherwise, you acknowledge that the Bank can give a credit reporting agency certain personal information about you.

This information includes: your identification; that credit has been applied for and the amount; that the Bank is a current credit provider to you; details of payments which become overdue for more than 60 days and for which collection activity has commenced; that payments are no longer overdue; that in the Bank's opinion you have committed a serious credit infringement; and that the credit provided to you by the Bank has been paid or discharged.

### **13.9 Confidentiality**

Unless you have expressly authorised the Bank in these Conditions of Use to release your personal information, the Bank will keep your personal information with strict confidentiality unless disclosure is required by the law or ordered by the Court of competent jurisdiction. If the Bank discloses your information under a disclose order, we will notify you in writing.

### 13.10 Privacy Statement

Our Privacy Statement explains how we collect, use and disclose your personal information and credit-related information (if applicable). Our Privacy Statement also provides information about how someone can access and correct personal information and make a complaint and is available at **<http://www.westpac.com.pg/privacy/>** or by calling us on (675) 322 0888 or visit us in branch.

