

# Group telephone banking

Terms and Conditions.



Effective date: October 2023



# We're here to help

📞 132 032

🌐 [westpac.com.au](https://westpac.com.au)

📍 Visit us in branch

## Accessibility support.

At any time, you can inform us how you would prefer to be contacted. If you are deaf and/or find it hard hearing or speaking with people who use a phone, you can reach us through the National Relay Service (NRS). To use the NRS, you can register by scanning the QR Code or visiting [accesshub.gov.au/about-the-nrs](https://accesshub.gov.au/about-the-nrs)



Visit [westpac.com.au/web-accessibility](https://westpac.com.au/web-accessibility) for further information on our accessible products and services for people with disability.

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# Introduction

## Your Bank.

The Group Telephone Banking service, formerly known as Business Telephone Banking service, is for customers who want other people to access their account or third-party accounts using a Telephone Banking Service and is provided to you by:

Westpac Banking Corporation ABN 33 007 457 141  
275 Kent Street  
Sydney NSW 2000





AFSL and Australian credit licence 233714

## Our Obligation to You.

It is our commitment to make all the details about your banking as clear as we possibly can. This Terms and Conditions booklet gives you all the information you need regarding the Group Telephone Banking service that we provide.

We encourage you to read this document carefully and keep it handy so you can refer to it when you have questions.

If there's anything in this document that you'd like to have clarified or know more about, simply contact us in any of these four ways:

-  Group Telephone Banking on 132 032 or 132 142 for Business Customers
-  [online@westpac.com.au](mailto:online@westpac.com.au)
-  GPO Box 3433, Sydney NSW 2001
-  Talk to your Relationship Manager or visit any of our branches

# Features

## Description.

Group Telephone Banking lets you check account balances, pay bills and transfer money automatically wherever and whenever you like, with just one call. If you need help, a Banking Representative is one push of a button away.

## What you can do using Group Telephone Banking.

Check account balances	✓
Pay bills using BPAY® and transfer funds between accounts	✓
Credit Card payments	✓
Obtain details of recent transactions	✓
Check BSB and Account Numbers	✓
Check interest earned	✓
Check the interest rate on a home loan	✓
Change addresses	✓ staff-assisted
Stop cheque payments	✓ staff-assisted
Request copies of statements	✓ staff-assisted
Talk to a Banking Representative	✓ staff-assisted
Report lost or stolen Westpac cards	✓ staff-assisted
Order statements	✓ staff-assisted
Order a cheque book	✓ staff-assisted
Open and close accounts (conditions apply)	✓ staff-assisted
Register for Online Banking	✓ staff-assisted

# Terms and Conditions of Use

## Access for Group Users of Telephone Banking.

Before you use Telephone Banking, you required to complete and execute an access authority form. By doing this, you are:

- agreeing to these terms and conditions; and
- authorising your contact person and group users to use the service owner's customer number.

You may be liable for the misuse of the service including transactions on the account holder's account(s) or any failure by you, a group user, or contact person to observe the Group Telephone Banking Terms and Conditions.

By providing the completed access authority form, you have also authorised us to:

1. form the groups of accounts as they appear on the access authority form.
2. allow a group user you have nominated to transact on the accounts you have indicated and at the access level you have chosen for the group user.

You acknowledge that the group user, by undertaking the transactions at the nominated access level, may incur transaction, service or other bank fees and charges as set out in the terms and conditions of the relevant product.

The Bank is authorised to accept and act on the instructions of the contact person with regard to:

- issuance of access codes to group users;
- acceptance of access codes by the contact person on behalf of group users;
- requesting re-issue of an access code(s) to group users in groups other than the group in which the contact person may be a group user;
- requesting suspension of groups;
- removing suspension of a group of which he/she is not a group user;
- receiving communications from the Bank.

The access code must be kept confidential, except that it can be disclosed to:

- the contact person and any authorised group users; and
- the Bank for the purposes of you, the contact person and any authorised group users obtaining access to Group Telephone Banking.

Where the correct customer number, group number and access code is given to us:

- we are entitled to act on any instruction received applicable to the nominated access level; and
- we will not be liable for acting on any such instruction except where the Bank acts fraudulently or with wilful misconduct or gross negligence or breaches our legal obligation to act fairly or reasonably under the Banking Code of Practice.

You or the contact person will advise the Bank as soon as possible to seek suspension of a group if a group user is no longer authorised by you to have access to a group.

You will advise the Bank (by completing an access authority form) as soon as possible to replace the contact person if the current contact person is no longer authorised by you to fulfil this role. You accept that the Bank may need to suspend groups or use of Group Telephone Banking pending appointment by you of a replacement contact person.

You or the contact person will advise the Bank as soon as possible if you become aware that an access code has become known to someone not authorised to know it. The Bank may require that access code to be changed and may temporarily suspend the group affected.

The Bank may, acting reasonably, suspend a group, combination of groups or your access to Group Telephone Banking at any time and without prior notice to you. This may happen if the Bank suspects a system or access violation, fraudulent or illegal activity or considers it necessary to prevent any loss to you or the Bank.

In the event of a group being suspended or access to Group Telephone Banking is denied, the contact person is to contact the Bank to discuss requirements to restore the service.

The Bank may require the contact person to answer certain verification questions prior to the Bank permitting the contact person to receive group users' access codes, or when the contact person is not able to correctly quote his/her own access code. If the contact person is not able to satisfactorily answer the verification questions, the Bank may suspend the contact person's access and group.



## Services available.

With Group Telephone Banking, you can obtain information about all of your linked accounts or other products and services and undertake banking transactions on all accounts (subject to the terms and conditions of the account) over the phone. The terms and conditions of the account you access using Group Telephone Banking continue to apply.

Please refer to the terms and conditions for your deposit account for details of all fees and charges for the use of Telephone Banking Services.

## Times of availability.

Self Service Telephone Banking available 24 hours a day, 7 days a week. Banker assisted Telephone Banking is provided 8am-8pm, Sydney time, Monday to Friday.<sup>1</sup> The Bank will do everything possible to ensure that Group Telephone Banking is available at the specified times. The Bank will also regularly correct and update information available to you.

We are not responsible for errors, inaccuracies, omissions or delays due to temporary failure of the Telephone Banking network, ancillary equipment or where the specific circumstances are outside of our control.

## Ensuring your security.

To ensure security of transactions you make through Group Telephone Banking we will provide you with a customer number and an access code to be quoted each time you use the service. If access is required for more than one user, you will also be provided with group numbers when you first access Group Telephone Banking.

Please ensure that you keep your access code in a safe place and do not tell or show it to an unauthorised person. You must take all necessary precautions to maintain confidentiality of your access code. We may cancel your access code without notice if we believe or suspect it is being misused. When accessing Group Telephone Banking from a telephone where numbers dialled may be recorded (for example, hotels for billing purposes), you must use the Group Telephone Banking staff-assisted service to avoid your access code being recorded.

1. Available for all business deposit accounts except Term Deposits and Farm Management Deposits. Not all staff assisted services are available on national public holidays.

You or the group user can change your access code at any time provided you correctly quote your current access code. You should change your access code when first issued and then periodically or when you believe that your access code has become known to others.

You must immediately notify us if you know or suspect that your access code has become known to someone else or you suspect that unauthorised transactions have been made on the account holder's account. Where this occurs please call Group Telephone Banking.

## Protecting your Access Code.

To protect your access code (your 'code') you must:

- try to memorise it;
- destroy any documentation we issue to you containing your code;
- not tell anyone your code, including family members, friends and our staff (except when completing a staff-assisted Group Telephone Banking enquiry or transaction);
- if you select your own code, do not select a number that can easily be guessed, such as a previously selected code, consecutive numbers, one number repeated, or numbers which form a pattern, or that can easily be associated with you, such as a number which represents a recognisable part of your date of birth, telephone number, driver's licence number and so forth;
- make sure that nobody watches you or hears you when you are entering or using your code.

If you select your own code, for security reasons you should endeavour to change it at regular intervals.

If you make a record of your code 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 your code if you only:

- record it in reverse order;
- record it as a series of numbers with any of them marked to indicate the code;
- record the code as a telephone number with the code in its correct sequence anywhere within the telephone number;

- record the code as a telephone number where no other telephone numbers are recorded;
- disguise the code as a date or as an amount.

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

You must ensure that the contact person and users comply with these requirements.

**Please note:** Liability for losses, including where liability is limited, resulting from unauthorised transactions is determined under the relevant provisions of the ePayments Code where that Code applies.

## Access to accounts.

You can use Group Telephone Banking to access those linked accounts held by the account holder and grouped under the service owner's customer number.

## Payments and their effective dates.

Unless otherwise advised by Westpac, information as to the state of the account holder's account(s) will reflect the position at the close of business on the previous business day.

## Your instructions to the Bank.

When you use Group Telephone Banking, your instructions will be carried out if they are permitted by the terms and conditions of the account holder's account(s). We cannot refuse an instruction once we acknowledge receipt of that instruction. However, we may defer action and seek further information from you, the contact person or group user or other parties before carrying out an instruction. In that case, you will be told promptly and will have the opportunity to respond.

## System cut-off times.

Current system cut-off times to receive same day value to the account holder's account are:

Service	System cut-off time
Funds transfer	7.30pm Sydney time on a Banking Day
Credit card payments	7.30pm Sydney time on a Banking Day
BPAY payments	6.00pm Sydney time on a Banking Day

If you make a transfer after these cut-off times your transaction will not be processed until the following business day.

## Transaction reference numbers/receipts.

Each time you or the group user make a transaction through Group Telephone Banking, we will provide a transaction reference number which acts as a receipt. We suggest that you write this number down. It will appear on your regular statements and should be quoted if you have any queries.

## Value limit on transfers.

As an additional security precaution, the Bank may impose a transaction value limit on amounts transferred from the account holder's account when using Group Telephone Banking. This may be done at any time without notice. When using self-service phone banking, currently you can generally transfer funds for amounts of up to \$100,000 per transaction. This amount is subject to change from time to time at our discretion. If you are using BPAY, currently you can generally pay up to \$10,000 per transaction. This amount is subject to change by BPAY or under the BPAY Scheme rules and is subject to change from time to time at our discretion.

## Call monitoring.

In order to monitor and improve quality and security, we may record transactions through Telephone Banking, subject to our privacy obligations.

## **Call costs.**

You can register for and use the service from anywhere in Australia which may incur call charges. Higher call charges may apply for overseas and mobile calls.

## **Cancelling your use of Group Telephone Banking.**

You may terminate the use of Group Telephone Banking by sending us a completed administration form available from our website or any branch. Alternatively, you can contact a Banking Representative on 132 032 who will complete the administration form and mail it to you to sign and return.

We may suspend or terminate your access to Group Telephone Banking or any other account access methods without giving you notice where we reasonably believe your access should be suspended or terminated. If you are travelling to a Sanctioned Jurisdiction, we may without giving you notice suspend your access to Group Telephone Banking or any other account access methods while you are in that jurisdiction.

## **Mistakes and concerns.**

If you think there has been a mistake in a transaction made through Group Telephone Banking please contact Group Telephone Banking and we will advise you of our dispute resolution procedure. For more information on how to do this, please refer to 'What to do if you have a problem or dispute'.

## Rules about BPAY.

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

## Future dated payments.

If we are unable to make a BPAY payment at the future payment date we will advise you.

A payment may not be able to be made due to insufficient funds, an invalid account or because the biller no longer participates in the BPAY Scheme.

## Correct and incorrect amounts.

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

- the amount you specified is greater than the required amount, then you must liaise directly with the biller to obtain a refund of the excess amount;
- the amount that you specified is less than the required amount, then you can make another BPAY payment to make up the difference; or
- if you do require a complete BPAY payment refund you can contact Group Telephone Banking.

## Delays.

Delays might occur if another participant in the BPAY Scheme is not complying with its obligations. The Bank cannot be responsible for such delays.

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

## **Other concerns and their solutions.**

Please tell the Bank promptly if:

- you become aware of any delays or mistakes in processing your BPAY payments; or
- you did not authorise a BPAY payment that has been made from the account holder's account; or
- you think that you have been fraudulently induced to make a BPAY payment.

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

### **If you suspect fraud.**

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

### **Consequential Loss.**

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

# Liability for unauthorised transactions (including BPAY)

## 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 a 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 code and happen before the user receives or selects their code(s), including a replacement or reissued code; or
- require the use of a code and happen after we have been notified that the security of the code has been breached; or
- are made with a code 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.

## 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 transaction caused by the user:

- engaging in fraud; or
- voluntarily disclosing any of their codes to anyone, including a family member or friend; or
- keeping a record of a code without making a reasonable attempt to disguise it, or to prevent unauthorised access to it; or
- selecting a code which represents their birth date, or being an alphabetical code which is a recognisable part of their name, after we have asked them not to select such a code and told them of the consequences of doing so; or



- acting with Extreme Carelessness in failing to protect their codes.

The account holder will also be liable for actual losses resulting from unauthorised transactions caused by the user unreasonably delaying notifying us of their code(s) becoming known to someone else. The account holder's liability will only extend to losses which occur between the time when the user became aware (or should reasonably have become aware) of their code(s) becoming known to someone else 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 their account(s) or the relevant access method;
- that portion of the losses incurred which exceed the balance of their account(s), including any pre-arranged credit;
- losses incurred on any accounts which the account holder and the Bank had not agreed could be accessed using the relevant access method.

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

## **When limited liability applies.**

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

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

Notwithstanding anything else in these terms and conditions, for transactions governed by the ePayments Code, we do not deny a user's right to claim consequential damages resulting from a malfunction of a system or equipment provided by a party to a shared electronic payments network that you are entitled to use pursuant

to these terms and conditions (such as a merchant or us) except where a user should reasonably have been aware that the system or equipment was unavailable or malfunctioning, in which case our liability for any loss arising from the equipment or system unavailability or malfunction is limited to:

- (a) correcting any errors; and
- (b) refunding any fees or charges imposed on the user

## **BPAY transactions.**

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

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

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

Where the account holder is liable and we have been unable to recover the loss of funds from the payee, the account holder must pay us the amount of the funds within 20 business days of us attempting to recover it from the payee.

For details on how to notify the Bank about breaches of security of your Telephone Banking access code or unauthorised Telephone Banking transactions, please refer to 'ensuring your security'.

# General Matters

## Banking Code.

The Banking Code sets out the standards of practice and service in the Australian banking industry for individual and small business customers, and their guarantors who are individuals.

The relevant provisions of the Banking Code apply to the banking services referred to in this document if you are a small business or an individual who isn't treated as a business under the Banking Code.

## The ePayments Code.

The ePayments Code governs certain electronic payments to or from the account holder's account where you are an individual. It does not apply to transactions performed using a facility that is designed primarily for use by a business and established for business purposes. We will comply with this code where it applies.

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

### Feedback and Complaints.

#### Delivering on our service promise.

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.

#### Our commitment to you.

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 5 Group days, 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. Should we be unable to resolve your concern at your first point of contact, we will then refer the complaint to our dedicated Customer Managers in our Customer Solutions team.

Our Customer Solutions Customer Managers are here to find a solution for you and will ensure that you're regularly updated about the progress we are making to resolve your complaint.

## You can contact us:

### **Over the phone.**

Please call us from anywhere in Australia on 132 032.

If you are overseas, please call +61 2 9155 7700.

### **By post**

You can write to us at:

Westpac Customer Solutions  
Reply Paid 5265, Sydney NSW 2001

### **In Branch**

If you prefer to tell us in person, go to our website to locate your nearest branch.

### **Online**

Email us at  
[westpaccustomersolutions@westpac.com.au](mailto:westpaccustomersolutions@westpac.com.au)

For further information go to our website and search 'Feedback and Complaints'.

## If you are still unhappy.

If you are not satisfied with our response or handling of your complaint, you can contact the external dispute resolution scheme, the Australian Financial Complaints Authority (AFCA).

### **Australian Financial Complaints Authority**

AFCA provides a free and independent service to resolve complaints by consumers and small businesses about financial firms (e.g. banks), where that complaint falls within AFCA's terms of reference.

The contact details for AFCA are set out below.

**Online:** [www.afca.org.au](http://www.afca.org.au)

**Email:** [info@afca.org.au](mailto:info@afca.org.au)

**Phone:** 1800 931 678 (free call)

**Mail:** Australian Financial Complaints Authority  
GPO Box 3  
Melbourne VIC 3001

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

If your address or other relevant details change, please notify us as soon as possible. If the account signatories change, please notify us as soon as possible by visiting any of our branches. Please note that unless you have given us adequate prior notification of account changes unfortunately we cannot be held responsible for any resulting errors or losses.

# Changes to terms and conditions

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

We'll always let you know if, for any reason, these terms and conditions change. We may also give you a shorter notice period (or no notice) where it's reasonable for us to manage a material and immediate risk. Advance notice may also not be given where a change has to be made because of an immediate need to restore or maintain the security of our systems or of individual accounts. We may notify you of changes as set out in the following table:

Type of change	Time frame	Method of notification
New fee or increase in fee for performing electronic transactions, or issuing or replacing a code	30 days in advance	In writing or electronically
Other new fee or increase to an existing fee relating to Telephone Banking	30 days in advance	In writing, electronically, or through media advertisement
Changes increasing your liability for electronic transactions	30 days in advance	In writing or electronically
Transaction limits on electronic transactions	30 days in advance	In writing or electronically

1. Account maintenance is no longer available, but is supported for customers who registered with this access level prior to 20 August 2007.

Type of change	Time frame	Method of notification
Government charges	In advance of the change, or reasonably promptly after the government, a government agency or representative body notifies us, unless the change has been publicised by a government agency, government or representative body	In writing, electronically, or through media advertisement
Any other change to a term or condition	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, electronically, or through media advertisement

By 'electronically', we mean by:

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

 [westpac.com.au](http://westpac.com.au)

# Definitions

**'access authority form'** is a written application or authority submitted by you to the Bank in a prescribed form detailing the accounts, groups, group users, access levels or contact person plus other details to enable the Bank to permit access to Group Telephone Banking by group users.

**'access level'** is the level of access granted by an account holder to a nominated group user of Group Telephone Banking, where the group user is allowed to perform the type of transactions nominated for the account(s) within their group. The following access levels apply:

	Activity	Value	Non-Value (information only)	Account Maintenance <sup>1</sup>
Self-Service	Funds transfers	✓	X	X
	Bill payments	✓	X	X
	Check home loan rate	✓	✓	✓
	Check interest earned	✓	✓	✓
	Check BSB and Account Numbers	✓	✓	✓
	Balance enquiries	✓	✓	✓
	Transaction details	✓	✓	✓
	Obtain information on Term Deposit Specials for amounts up to \$250,000	✓	✓	✓



	Activity	Value	Non-Value (information only)	Account Maintenance <sup>1</sup>
Staff Assisted	Order cheque/ deposit books	✓	X	✓
	Order voucher retrievals	✓	X	✓
	Duplicate statement requests	✓	X	✓
	Change statement cycle	✓	X	✓
	Tracing requests	✓	X	✓
	Stop cheques	✓	X	X
	Periodical payments	✓	X	X
	Term deposit advices	✓	X	X

1. Account maintenance is no longer available, but is supported for customers who registered with this access level prior to 20 August 2007.

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

**‘account holder’** is the person(s) in whose name an account is conducted and if there is more than one, means each of them separately and every two or more of them jointly.

**‘authority’** is a written acknowledgment, in the prescribed form, provided to the Bank by a customer permitting access to Group Telephone Banking by an authorised person.

**‘Banking Code’** means the Australian Banking Association’s banking code of practice as updated, and adopted by us, from time to time.

**‘Banking Day’** means a day that is not a Saturday or Sunday and which banks in Melbourne or Sydney are able

to effect settlement through the Reserve Bank of Australia, and typically excludes national public holidays.

**'BPAY'** is a registered trademark of BPAY Pty Ltd ABN 69 079 137 518.

**'contact person'** means the person nominated by the account holder(s) to perform Group Telephone Banking functions.

**'customer number'** means the 8-digit number given to identify you, the contact person and users by us.

**'Extreme Carelessness'** means a degree of carelessness that greatly exceeds what would normally be considered careless behaviour. An example of extreme carelessness is storing a user name and passcode for internet banking in a diary, computer or other personal electronic device that is not password protected.

**'group'** means the group of accounts nominated by you on the access authority form. This may include grouping the account holder's account(s) with the account(s) of a group user (to the extent nominated by you on the access authority form), and between which transactions at the authorised access level may take place.

**'group number'** means the 2-digit number provided to the contact person by the Bank and lodged by you with the Bank, which identifies the specific group to which a group user has access. There may be more than one group number belonging to each customer number.

**'group user'** means the person permitted by you and authorised by us to have access to the account holder's account(s) to conduct transactions according to the access level granted by you.

**'service'** refers to the Group Telephone Banking facility.

**'service owner'** means the owner of the customer number that is used to establish the service. Where the account holder has not licensed a third party to access the account holder's account using Telephone Banking on its behalf, the service owner is the Account Holder.

**'small business'** has the meaning given in the Banking Code.

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

**'you/your'** is either (1) the account holder(s) or (2) a person acting within the account holder's authority or a person authorised under legal instrument and is accepted by the Bank as appropriately appointed as a representative of the account holder.

# Anti-Money Laundering and Counter-Terrorism Financing Obligations

Please be advised that in order for us to meet our regulatory and compliance obligations we may change the levels of control and monitoring we perform at any time.

You should be aware that:

- Transactions may be delayed, blocked, frozen or refused where we have reasonable grounds to believe that they breach Australian law or sanctions (or the law or sanctions of any other country). Where transactions are delayed, blocked, frozen or refused, Westpac and its correspondents are not liable for any loss you suffer (including consequential loss) in connection with your use of Group Telephone Banking;
- we may from time to time require additional information from you to assist us in the above compliance process; and
- where legally obliged to do so, we 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 in or effect a transaction that may be in breach of Australian law or sanctions (or the law or sanctions of any other country); and
- (b) the underlying activity/product for which Group Telephone Banking is being provided does not breach any Australian law or sanctions (or the law or sanctions of any other country).

## **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.

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*Westpac acknowledges the traditional owners as the custodians of this land, recognising their connection to land, waters and community. We pay our respect to Australia's First Peoples, and to their Elders, past and present.*

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