

Business Handycard

Terms and Conditions

Westpac Fiji



September 2024



Terms and Conditions

The terms and conditions outlined in this brochure apply to all Westpac Business Handycard holders and to all transactions involving the use of your Westpac Business Handycard and Personal Identification Number (PIN). It is important that you read the terms and conditions carefully and retain them for future reference. Any use of your Westpac Business Handycard and PIN will be understood as your agreement to comply with them.

Separate terms and conditions (for example, relating to fees, charges and interest) apply to the Westpac deposit accounts that can be accessed using your card. If there is any inconsistency between these terms and conditions and other terms and conditions, these terms and conditions will prevail. The relevant provisions of the Customer Banking Agreement apply to the banking services provided under these terms and conditions.

‘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 Automatic Teller Machine.

‘Available balance’ means the current balance less any unsettled transactions (including cheques deposited that have not yet been cleared or Westpac Business Handycard transactions pending authorisation) plus any credit limit you may have on your account for accounts with overdraft arrangements.

‘Business day’ means any weekday when the Bank is open for business. If the Bank is closed, then that day will not be a business day. Saturday and Sunday are not classified as business days.

‘Card’ means each Westpac Business Handycard issued by us linked to an account an account holder holds with us.

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

‘Current balance’ means the total balance in your account which may include any uncleared funds.

‘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 banking terminal’ means any authorised terminal or device in which you can use your Card and PIN. This includes:

- Westpac branch terminals in Fiji;
- Westpac automatic teller machines in Fiji; automatic teller machines of other selected financial institutions in Fiji;
- Westpac and other banks’ Electronic Funds Transfer at Point of Sale (EFTPOS) terminals.

‘Electronic equipment’ includes electronic banking terminals, computers, televisions and telephones.

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

‘POS’ means point of sale.

‘Primary account’ means an account linked to a Westpac Business Handycard which can be accessed at an ATM or EFTPOS terminal.

What you can do with your card

A Westpac Business Handycard can be used to get access to the business account holder's funds at ATMs throughout Fiji and at outlets that have EFTPOS within Fiji.

At various retail and service outlets cardholders have the convenience of paying for goods and services by presenting a Westpac Business Handycard.

When a cardholder makes a transaction at an electronic banking terminal, the account holder authorises us to act on the instructions the cardholder enters into the terminal. When making a purchase at an electronic banking terminal the cardholder should ensure that the transaction amount is correct before they enter their PIN or otherwise use their card.

By entering their PIN, the cardholder indicates (on your behalf), your agreement that the transaction amount is correct.

The account holder may request any Westpac Business Handycard to be linked to up to one account. The primary account to which it is linked can be accessed by selecting the 'cheque or current' option at an electronic banking terminal. The linked account must be set up to allow each authorised signatory to act independently.

Issue of Westpac Business Handycard

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

Use of the different types of Westpac Business Handycard

The table below sets out how each type of Westpac Business Handycard holder can use their card.

Different ways of using your Westpac Westpac Business Handycard

At merchants in Fiji – by selecting the 'cheque'/'current' option (as displayed) and entering your PIN.

Withdraw cash at in-country ATMs (Westpac and non-Westpac) and Westpac branches only.

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

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

The following 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 in Fiji.

	Transactional Limit - Low Profile	Transactional Limit - Standard Profile	Transactional Limit - High Profile
EFTPOS purchases (Westpac & Non-Westpac)	\$500	\$5,000	\$20,000
ATM (Westpac & Non-Westpac)	\$500	\$2,000	\$2,000
Branch POS	\$500	\$5,000	\$20,000
International or Online purchases	Not available	Not available	Not available

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 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.

Authorising Westpac Business Handycard transactions

This section applies to your use of your card when the 'cheque'/'current' option is used to process the transaction.

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.

Delayed authorisations

Westpac Business Handycard POS transactions that use the 'cheque'/'current' option may take a number of days to be processed and debited to the 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 current balance may be greater than the available balance.

Please consider this whenever reconciling the account statement. 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.

Rules about your Westpac Business Handycard

Overdrawing the accounts

Using the 'cheque'/'current' option at an electronic banking terminal gives access to the available funds and does not provide any credit in respect of the account.

There is no agreed credit limit for your Westpac Business Handycard. However, it may be possible to overdraw the account.

If you do overdraw the account, we may charge interest and applicable fees and charges on any overdrawn amount.

Should use of your Westpac Business Handycard result in the account becoming overdrawn, please refer to the Deposit Accounts for Consumer and Business Customers Terms and Conditions available on the Westpac Fiji website: www.westpac.com.fj

Cards and PINs

Cards and PINs will be made available to you after the account is opened. Cards and PINs will be issued up to (five) 5 business days after an application is processed provided you meet the eligibility criteria (including identification requirements). A card is valid only if it has been signed by the cardholder and is used during the validity period shown on the card. Each cardholder must destroy any card that is no longer valid by immediately cutting it into several pieces and disposing of them securely.

A cardholder's PIN may be a four-digit number allocated to them by us.

A PIN is effectively an electronic signature that cannot be forged and therefore is much more secure than a written signature.

For information on liability for Westpac Business Handycard, Business Handycard usage and PIN protection please refer to 'Protecting cards and PINs' section in this document.

Card validity and expiry

When cardholders receive their card, for security reasons, they must sign it immediately. It should only be used within the date displayed on the card until the expiry date. As soon as a card expires, the account holder must ensure that each cardholder destroys the card by cutting it into several pieces and disposing of it securely.

Card cancellation

We may cancel a card at a time (without prior notice) to protect the account holder or us from material risks including fraud, unauthorised access or other losses, to manage criminal, regulatory and associated risk.

Once a cardholder is notified of the cancellation, they must not use their card. They must destroy it by immediately cutting it into several pieces and disposing of it securely.

You can also cancel any card by calling us on 132 032 or by returning the card to us.

For security reasons, we recommend that you or the person requesting the card cancellation advise the cardholder to destroy the physical card upon confirmation of the cancellation.

If you close your accounts or where the card has been cancelled, you (the account holder) will remain liable for transactions made using the card prior to or after its cancellation or closure of the accounts.

The cardholder may be liable to the account holder for any use of a card after the cardholder has received notice of its cancellation.

Card re-issue

We may re-issue or issue a new card upon your request.

We may not re-issue a card to you in circumstances where it is reasonable for us not to meet our regulatory obligations.

Withdrawals at branches and other financial institutions

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

Additionally, if you are a nominated cardholder and your card is being presented by a third party to conduct transactions on your behalf, your request will not be accepted.

All cards remain our property

All cards remain our property and the account holder and each cardholder are required to return the card to us on:

- our request;
- cancellation of a card;
- closure of all of the accounts which are linked to your card;
- termination of the account holder's authority to operate all accounts which are previously linked to the cards..

If all the accounts linked to the Westpac Business Handycard are closed, the cards will be cancelled.

What to do to dispute a Westpac Business Handycard transaction

- (a) When you make a transaction at any Electronic Banking Terminal, you authorise us to act on the instructions you enter into the terminal.
- (b) If you use your Card in an Electronic Banking Terminal which is not owned by us, we will process the transactions to your account as soon as we receive them.
- (c) When using your Card at an EFTPOS or other point of sale terminal, we will not be held responsible, unless required by law, for:
 - a Merchant refusing the Card;
 - any goods or services provided by a Merchant;
 - for deposits and withdrawals at any Instore Banking EFTPOS terminals, any errors in processing your instruction by the Merchant;
 - any other errors processed by the Merchant.

You may resolve any disputes involving goods or services directly with the Merchant.

- (d) In the event that an EFTPOS or other point of sale terminal malfunctions or is otherwise unavailable for use, the Merchant may provide alternative 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 your Account.

Statements

Cardholders should keep all voucher and transaction records given to them when using a card. The account holder can use these to verify the transactions on the business account.

What happens if an electronic banking terminal does not work?

We will be responsible to the account holder for any loss (except where below circumstances apply) which occurs because an electronic banking terminal accepts a cardholder's instructions but fails to carry out the transaction requested.

If a cardholder is aware or should have reasonably been 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 a cardholder's instructions or a card fails to work in the terminal.

Protecting cards and PINs

Protecting cards

To protect a card, each cardholder must:

- sign it as soon as they receive it;
- carry it with them whenever they can;
- regularly check that they still have the card;
- not give the card to anyone else, including a family member or friend.

Card and PIN

If a cardholder makes a record of their PIN they must keep it separate and well away from the card unless the PIN is reasonably disguised.

However, to minimise the risk of unauthorised transactions occurring on the account, it is best to keep the PIN record, even if disguised, separate and well apart from the card.

For example, a cardholder must not keep a card and undisguised PIN together:

- in a wallet, bag or briefcase even if in different compartments;
- in their car, even if in different areas of their car;
- in their office or at home in the same room;
- in any other situation where the card and PIN can be found and used.

Protecting a PIN

To protect the PIN, each cardholder must:

- try to memorise it;
- destroy our letter advising the PIN (if applicable);
- not write the PIN on the card, even if it is disguised;
- not keep a record of the PIN with or near the card;
- not tell anyone the PIN, including family members, and friends;
- if a cardholder selects their own PIN, not select a number or word that can be easily guessed, such as part of the data imprinted on the card, a previously selected PIN, consecutive numbers, one number repeated or numbers which form a pattern, or that can easily be associated with them, such as date of birth, part of your name, telephone number, driver's licence number and so forth;
- make sure that nobody watches when the PIN is entered at electronic banking terminals;
- never enter the 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 they approach an ATM or POS terminal;

- make sure that they do not leave anything behind when they complete a transaction including leaving the card unattended in or at an ATM;
- notify us immediately if the PIN mailer has not been received intact, or if a PIN change has taken place without being requested.


If a cardholder makes a record of their PIN they must either take reasonable steps to prevent unauthorised access to the record or ensure the record is reasonably disguised. We do not consider that they have made a reasonable attempt to disguise a PIN if they 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 the PIN.

Loss or theft of a card or PIN

A cardholder must immediately notify us if their card or PIN record is lost or stolen, or they suspect that unauthorised transactions have been made on any account. This will enable us to put a stop on the card straight away preventing or minimising losses resulting from unauthorised transactions and your potential liability for such losses (see “When the account holder is liable” below). The best way to contact us is by visiting a Westpac branch or calling our Call Centre on:

 132 032 if calling within Fiji;
+679 321 7800 if calling from overseas.

We will give the cardholder a notification number or some other form of acknowledgment which they should retain as evidence of the date and time of the report.

We may require the cardholder to confirm the report at one of our branches and complete certain documentation.

If a cardholder can't contact us by phone because our emergency telephone numbers are not available, the account holder will not be responsible for unauthorised use of the card which could have been prevented if the cardholder were able to contact us by phone.

The cardholder must, however, tell us of the loss or theft of the card within a reasonable time from the re-establishment of our telephone reporting facilities.

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 cardholder has not contributed to the loss.

The account holder will not be liable for losses resulting from unauthorised transactions that:

(for a transaction that requires the use of a card and/or PIN)

- are caused by the fraudulent or negligent conduct of our staff; or
- require the use of the card and/or PIN and happen before the cardholder receives their card and/or 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 the security of any PIN has been breached; or
- happen after you have requested us to cancel a card and have either returned the card to us, or taken all reasonable steps to have the card returned to us (see “Card cancellation”); or
- are made with a card 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 is liable to the Bank for:

- any non-observance of these terms and conditions by any cardholder; and
- use of a card or any transaction arising out of use of a card by any cardholder or by another person with the cardholder’s knowledge and consent.
- use of a card or any transaction arising out of use of a card by any cardholder who is no longer nominated to be issued with a Westpac Business Handycard or no longer required to have the card in their possession including where the cardholder is intending or has departed the organization or business and the Bank has not been immediately notified.

The account holder will be liable for losses resulting from transactions which are carried out by the cardholder, or by another person with the cardholder’s knowledge and consent.

The account holder will be liable for actual losses resulting from unauthorised transactions caused by the cardholder:

- unreasonably delaying notifications of their misuse, loss or theft of their card, their PIN becoming known to someone else; or
- engaging in fraud; or
- voluntarily disclosing their PIN to anyone, including a family member or friend; or
- keeping a record of a 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
- 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
- acting with carelessness in failing to protect their PIN.

When limited liability applies

The account holder will only be liable for losses resulting from unauthorised transactions to a limited extent, in circumstances where it is unclear whether the Cardholder and/or Account Holder contributed to the loss. The account holder's liability in such cases will be the least of:

- \$150; or
- the balance of the linked account(s), 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 PIN.

Changes to terms and conditions

We may change these terms and conditions at any time.

We will let you know in writing if we intend to:

- Change the terms and conditions, such as introduce new fees or impose, remove or adjust transaction limits which apply to the use of a card; or
- Increase fees relating solely to use of a card and PIN in an electronic banking terminal or to issuing an additional or replacement card or PIN; or
- Increase the account holder's liability for losses relating to electronic funds transfer transactions; or
- Impose, remove or adjust transaction limits which apply to the use of a card, an account or electronic banking terminals.

We will notify the account holder of the above and other changes to these terms and conditions by placing a notice in a major newspaper or by directly notifying the account holder 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 comes into effect.

However, advance notice may not be given when a change is necessitated by an immediate need to restore or maintain the security of our systems or of individual accounts. 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.

Provided the account holder has agreed to us doing so, we may notify the account holder of any of the above types of changes either by:

- (a) electronic communication to a device, electronic equipment or electronic address nominated by the account holder; or
- (b) making particulars of such changes available at our website and sending to your nominated electronic address a notification that the changes can be retrieved from www.westpac.com.fj
- (c) writing to the account holder (unless the account holder cannot reasonably be located)

The account holder may, at any business time, vary the device, electronic equipment or electronic address you have nominated or terminate your agreement to us notifying the account holder by either or both of the above electronic communication methods.

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.

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 Fiji 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 Westpac Business Handycard is being provided does not breach any Fiji 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.

What happens if your details change?

If the nominated Westpac Business Handycard cardholders to your business account change, please notify us as soon as possible.

This can be done easily by calling our Westpac Customer Service Call Centre on 132 032 or (679) 321 7800 8am - 6pm Business days only or visiting one of our branches or directly speaking to your Relationship Manager.

Please note that unless you have given us adequate prior notification of changes, we cannot be held responsible for any resulting errors or losses.

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 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.

You can contact us:

 Please call us from anywhere in Fiji on 132 032
If you are overseas, please call +679 321 7800

 Visit www.westpac.com.fj

 If you prefer to tell us in person, visit your nearest branch or speak directly to your Relationship Manager.

If you are still unhappy

If you are not satisfied with our response, you may refer your concern to the Chief Manager for further consideration and review. Please direct your complaint to the following address:

Chief Manager
Financial System Development Reserve Bank of Fiji
Private Mail Bag
Pratt Street
Suva

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 <https://www.westpac.com.fj/privacy-policy/> or by calling us on 132 032 or from outside Fiji: (679) 3217 800 or visit us in branch.

We're here to help



132 032



www.westpac.com.fj



Visit us in branch

Important customer notice:

Prior notice of 30 days would be given on any increase(s) or new fee(s) and charge(s).

