

# RAMS DEBIT CARD

Conditions of Use

Effective 27 November 2023



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# Before you use your RAMS debit card

Please read these Conditions of Use. They apply to:

- all transactions initiated by you through an Electronic Banking Terminal by the combined use of your RAMS debit card and PIN; and
- all other transactions effected with the use of your RAMS debit card or your RAMS debit card number including eftpos Tap & Pay™ transactions in Australia where the transaction value is under \$100.

The activation of your RAMS debit card will be taken to signify your understanding and acceptance of these Conditions of Use.

If you fail to properly safeguard your RAMS debit card or PIN you may increase your liability for unauthorised use (refer to section 13 for a list of circumstances where you may be held liable for unauthorised use of your RAMS debit card).

If these Conditions of Use are not clear to you, contact us on 13 7267 *before* using your RAMS debit card or alternatively seek independent advice from your professional adviser.

Information on current fees and charges that apply in relation to the use of your RAMS debit card can be obtained by contacting us on 13 7267 or by visiting the RAMS Website at [www.rams.com.au](http://www.rams.com.au).

Words that are capitalised are defined in section 22 below.

## Important points to remember to safeguard your account

In order to safeguard your RAMS debit card and PIN we strongly recommend that you:

- sign your RAMS debit card immediately when you receive it;
- memorise your PIN and never store it with or near your RAMS debit card;
- never write your PIN on your RAMS debit card;
- never write or record your PIN on a device that is also needed to perform a transaction, or keep a record of the PIN on anything:
  - (i) carried with a device, or
  - (ii) liable to loss or theft simultaneously with a device;
- never lend your RAMS debit card to anyone;
- never voluntarily tell anyone your PIN or let anyone see it, including any family member or friend;
- don't choose a PIN that can be easily guessed, such as part of the data imprinted on your card, a previously selected PIN, consecutive numbers, one number repeated or numbers which form a pattern, or that can be easily associated with you, such as your date of birth, telephone number, driver's licence number and so forth (you can change a PIN via myRAMS);
- try to prevent anyone else seeing you enter your PIN into an ATM or eftpos Device (i.e. an "Electronic Banking Terminal");
- never leave your RAMS debit card unattended, e.g. in your car or at work;
- immediately report the loss, theft or unauthorised use of your RAMS debit card to the **24hr EMERGENCY HOTLINE on free call – 1800 621 199**;

- notify us immediately if your PIN mailer has not been received intact, or if you detect that your PIN has been changed by someone else;
- keep a record of the 24hr EMERGENCY HOTLINE telephone number with your usual list of emergency telephone numbers;
- examine your account statement as soon as you receive it to identify and report, as soon as possible, any instances of unauthorised use; and
- for security reasons, on the expiry date destroy your RAMS debit card by cutting it diagonally in half.

Refer to section 13 below for a list of circumstances where you may be held liable for losses caused by unauthorised transactions. Any liability for losses resulting from unauthorised transactions will be determined in accordance with section 13 below, rather than the security measures listed above, which are guidelines only.

## 1. Introduction

These Conditions of Use apply to:

- your use of your RAMS debit card when used in conjunction with a PIN in an Electronic Banking Terminal; and
- use of your RAMS debit card to purchase goods or services in circumstances where a PIN is not required, including for eftpos Tap & Pay transactions in Australia where the transaction value is under \$100.

The first time that you activate your RAMS debit card constitutes your agreement to the conditions set out in these Conditions of Use. If you do not agree with the terms of these Conditions of Use, do not activate your RAMS debit card or use it (or allow anyone else to use or activate your RAMS debit card).

Instead, return your RAMS debit card to us (cut in half for your protection).

## 2. Application of codes

We warrant that we will comply with the requirements of the ePayments Code (**the Code**) as established, amended or replaced from time to time by the Australian Securities and Investments Commission. You can find a copy of the Code on ASIC's website ([www.asic.gov.au](http://www.asic.gov.au)).

The Australian Banking Association's banking code of practice as updated, and adopted by us, from time to time (**Banking Code**) sets out the standards of practice and service in the Australian banking industry for individuals 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 booklet. This means that we will comply with the Banking Code, where it applies to the banking services provided to you.

You can view a copy of the Banking Code on RAMS' website **[www.rams.com.au](http://www.rams.com.au)** or ask us for a hard copy over the phone by ringing **13 RAMS, that's 13 7267**.

## 3. Signing your RAMS debit card

You agree to sign your RAMS debit card as soon as you receive it and before using it, as a means of preventing unauthorised use.

## 4. Reporting the loss or theft of your RAMS debit card

If you believe your RAMS debit card or PIN record has been lost or stolen, or your PIN has become known to someone else, you should IMMEDIATELY report this by contacting:

### **DURING NORMAL BUSINESS HOURS**

RAMS call 13 7267

Monday – Friday: 8:00am – 8:00pm (AEST)

Saturday – Sunday: 9:00am – 5:00pm (AEST)

National Public Holidays: 9:00am – 5:00pm (AEST)

Christmas Day Closed

If you're overseas please call +612 9647 6967

### **OUTSIDE NORMAL BUSINESS HOURS**

24hr EMERGENCY HOTLINE:

Freecall – 1800 621 199

If you call the 24hr EMERGENCY HOTLINE:

- you will be given a reference number which you should retain as evidence of the date and time of your report; and
- you should advise RAMS as soon as you can that you have made a report to the 24hr EMERGENCY HOTLINE.

If for any reason any of the above methods of notification are unavailable, you will not be liable for any losses occurring due to non-notification. You are required to continue to try to provide notification of your lost or stolen RAMS debit card by using one of the methods referred to above. Provided you continue to try and use reasonable endeavours having regard to your own individual circumstances to notify RAMS or the 24hr EMERGENCY HOTLINE, we will continue to be liable for any loss occurring as a result of further unauthorised use of your RAMS debit card.

If the loss, theft or misuse occurs outside Australia you must confirm the loss, theft or misuse of your RAMS debit card with RAMS by calling +612 9647 6967 or by priority paid mail as soon as possible.

If your RAMS debit card is reported as lost or stolen, we will issue to you a replacement RAMS debit card. You must give us a reasonable time to arrange the issue of a replacement RAMS debit card.

## 5. Using your RAMS debit card

We will advise you in writing:

- what transactions your RAMS debit card will enable you to perform at an Electronic Banking Terminal;
- where you can use your RAMS debit card to perform a transaction; and
- which Electronic Banking Terminal networks you may use.

As at the date of these Conditions of Use, your RAMS debit card cannot be used for any card-not-present transactions, including any mail, telephone or internet transactions.

You can use your RAMS debit card to purchase goods or services from merchants or withdraw cash from ATMs in the following ways:

**When overseas:**

- If you have a Cirrus logo on the back of your RAMS debit card, you can withdraw cash at eligible ATMs by pressing the 'savings' button (if applicable) and entering your PIN.

From 27 November 2023, new, replacement and reissued cards will no longer feature the Cirrus logo and you won't be able to use your RAMS debit card overseas.

**In Australia only:**

- inserting or swiping your RAMS debit card at an eftpos Device and pressing the 'cheque'/'savings'/'eftpos' option (if applicable) and entering your PIN;
- withdraw cash at the eftpos Device at some merchants – by pressing the 'cheque'/'savings' button (if applicable) and entering your PIN; and
- holding your RAMS debit card in front of the Contactless Terminal and waiting for the transaction to be confirmed. There is no need to sign or enter a PIN for purchases of under \$100.

We do not warrant or accept any responsibility if an Electronic Banking Terminal (whether or not that Electronic Banking Terminal displays Westpac Group Brand signs or promotional material) does not accept your RAMS debit card. You should always check with the relevant merchant that it will accept your RAMS debit card before purchasing any goods or services.

You may only use your RAMS debit card to perform transactions on your Linked Account.

We will debit your Linked Account (which will reduce the balance of your Linked Account) with the value of all transactions carried out:

- by using your RAMS debit card at an Electronic Banking Terminal; or
- when your RAMS debit card is presented to a merchant (or someone else on behalf of a merchant) in a way acceptable to us.

Fraudulent transactions can arise from use of your RAMS debit card or RAMS debit card number. Where you advise us that a transaction that has been debited (deducted) from your Linked Account is fraudulent, unauthorised or disputed, we will investigate and review that transaction in accordance with section 14 of these Conditions of Use.

We are not responsible in the event that you have a dispute regarding the goods or services purchased using your RAMS debit card. In the first instance, you should contact the merchant directly. If you cannot resolve the dispute with the merchant, we have the ability in certain circumstances to investigate disputed transactions on your behalf (refer to section 14 below for a list of circumstances when we can investigate disputed transactions) and attempt to obtain a refund for you.

If the Linked Account is in the name of more than one person (referred to as a joint account), then you and the joint account holder will be jointly and severally liable (in the first instance) for all transactions carried out by using your or the joint account holder's RAMS debit card or RAMS debit card number. This means that:

- your joint account holder will be liable to us (in the first instance) for all transactions that are carried out by use of your RAMS debit card or RAMS debit card number; and
- if applicable, you will be liable to us (in the first instance) for all transactions that are carried out by use of the joint account holder's RAMS debit card or RAMS debit card number.

It is an offence under Australian law to conduct transactions on an account which may lead to an actual or attempted evasion of a taxation law, or an offence under any other Commonwealth law or Territory law. Where we have reasonable grounds to suspect that such transaction(s) have occurred via your use of your RAMS debit card, we are obliged to report this to the Australian Transaction Reports and Analysis Centre (AUSTRAC). Should your RAMS debit card be used for unlawful purposes, we may restrict you from accessing any available funds in your Linked Account.

## 6. Transaction limits

You agree that you will **NOT** use your RAMS debit card to overdraw the balance in your Linked Account.

We may set temporary or permanent limits on the minimum and maximum amounts that you may withdraw from your Linked Account on any one day through an Electronic Banking Terminal.

A maximum daily transaction limit of \$1000 applies across:

- cash withdrawals through ATMs;
- transactions through Electronic Banking Terminals; and
- transactions at Bank@Post.

Where we impose a temporary minimum or maximum limit, we will use reasonable endeavours to notify you that we have imposed a temporary transaction limit. A temporary maximum transaction limit will usually be imposed in circumstances where transactions appear to be suspicious or fraudulent. Where we impose a new permanent minimum or maximum transaction limit, we will inform you of this change in accordance with the requirements set out in section 19 of these Conditions of Use.

Merchants offering eftpos facilities have the right to impose conditions on the use of such facilities. This can include imposing their own transaction limits or restrictions on the amount of cash or value that you may obtain by using your RAMS debit card.

## 7. Authorisations and processing of transactions

Certain transactions that you make using your RAMS debit card may need to be authorised by us before they can proceed. In these circumstances, prior to the transaction being completed, the relevant merchant's financial institution will obtain authorisation from us for the transaction to be processed. Once authorisation is obtained, it will reduce the amount of available funds in your Linked Account. If circumstances occur where authorisation is obtained by us but the relevant transaction is not completed, your available funds in your Linked Account may be reduced for a period of time.

Transactions will not necessarily be processed to your Linked Account on the same day they occur. The date that you conduct the transaction is referred to as the transaction date. Some transactions will be processed after the transaction date. This is usually due to the relevant merchant's financial institution not processing the relevant transaction on the transaction date.

We have the right to refuse authorisation for you to effect a transaction if:

- we have restricted access to your Linked Account in accordance with section 11 of these Conditions of Use;

- in accordance with section 21 of these Conditions of Use, we believe on reasonable grounds that the transaction is fraudulent or suspicious; or
- the transaction will result in you overdrawing your balance in your Linked Account.

## 8. Deposits at electronic banking terminals

We will credit your Linked Account (which will increase the balance of your Linked Account) with the value of any deposited money transactions processed at Electronic Banking Terminals.

Any deposit you make at an Electronic Banking Terminal will not be available for you to draw against until we have verified your deposit. You should note that not all Electronic Banking Terminals accept deposits.

Proceeds of cheques will not be available for you to draw against until cleared.

## 9. Renewal of your RAMS debit card

We reserve the right not to re-issue a card. We may issue a new card to you at any time. All re-issued cards are subject to the terms and conditions of the card. We will typically do this in circumstances where we consider that the security of your RAMS debit card or PIN may have been compromised or where we are required to issue new cards to all our cardholders as a result of any payment scheme rule changes. In these circumstances, you will not be charged any replacement card fee.

## 10. Cancellation and return of your RAMS debit card

The RAMS debit card always remains our property.

We may cancel your RAMS debit card and demand the return of the RAMS debit card issued to you:

- for security reasons where your RAMS debit card has been or we reasonably suspect to have been compromised and such compromise has been caused directly by you or a third party as a result of your conduct;
- if you breach these Conditions of Use or the terms and conditions of the Linked Account and you fail to remedy that default within 14 days after receiving a written notice from us requesting you to remedy the default;
- if you close your Linked Account;
- if you alter the authorities governing the use of your Linked Account (unless we agree otherwise).

We may also capture the RAMS debit card at any Electronic Banking Terminal.

In these circumstances, we will notify you that your RAMS debit card has been cancelled.

You may cancel your RAMS debit card at any time by giving by contacting RAMS on 13 7267. In these circumstances you must either return your RAMS debit card to us (cut in half for your protection) or confirm by telephone that your RAMS debit card has been destroyed and that you have disposed of the pieces securely.



We may restrict the ability for you to access any available funds from your Linked Account by using your RAMS debit card and prevent you from using your RAMS debit card in circumstances where:

- you are in default in accordance with these Conditions of Use; and
- we have notified you of this default and advised you that we will restrict access to your Linked Account through use of your RAMS debit card if you do not rectify the relevant default in accordance with the timeframes set out in the notice provided to you.

Where possible, we will provide you with at least seven days' notice of our intention to restrict the ability for you to access any available funds from your Linked Account by using your RAMS debit card.

## 11. Conditions after cancellation or expiry of your RAMS debit card

You must not use your RAMS debit card:

- after it has been cancelled or restricted; or
- after the expiry date shown on the face of the RAMS debit card.

In some circumstances:

- (a) your RAMS debit card may be used for store purchases which are below RAMS debit card floor limits and where no electronic approvals are in place; or
- (b) a transaction on your RAMS debit card may be processed manually.

If you use your RAMS debit card after it has been cancelled or restricted in these circumstances, then you will be liable for the value of any transaction as well as any reasonable costs we incur in collecting the amounts owing. Any such amounts are immediately due and owing upon demand by us.

## 12. Your liability in case your RAMS debit card is lost or stolen or in case of unauthorised use

- (1) You are not liable for any unauthorised use of your RAMS debit card:
  - (a) where the losses are caused by the fraudulent or negligent conduct of:
    - (i) us;
    - (ii) our employees or agents;
    - (iii) companies involved in networking arrangements; or
    - (iv) merchants or agents or employees of merchants;
  - (b) before you have actually received your RAMS debit card and/or PIN (including a reissued RAMS debit card and/or PIN);
  - (c) subject to section 11, where the losses relate to any component of your RAMS debit card or PIN being forged, faulty, expired or cancelled;
  - (d) where the losses are caused by the same transaction being incorrectly debited more than once to your Linked Account;

- (e) after you have reported your RAMS debit card lost or stolen or reported the breach of the security of your PIN;
  - (f) if you did not contribute to any unauthorised use of your RAMS debit card; or
  - (g) if the unauthorised transaction was made using your RAMS debit card information without use of your actual RAMS debit card or PIN.
- (2) For the purpose of section 12(1)(b), there is a presumption that you did not receive your RAMS debit card unless we can prove that you received your RAMS debit card by, for example, obtaining an acknowledgement of receipt from you or (if applicable) obtaining record of you activating your RAMS debit card.
- (3) For the purpose of section 12(1)(f), we will undertake an assessment to consider whether you have contributed to any loss caused by unauthorised use of your RAMS debit card. This assessment will include a review of whether you:
- (a) voluntarily disclosed your PIN to anyone, including a family member or friend;
  - (b) voluntarily allowed someone else to observe you entering your PIN into an Electronic Banking Terminal;
  - (c) wrote or indicated your PIN on your RAMS debit card;
  - (d) wrote or indicated your PIN (without making any reasonable attempt to disguise the PIN) on any article carried with your RAMS debit card or likely to be lost or stolen at the same time as your RAMS debit card;
  - (e) selected a PIN which represents your date of birth, after we have asked you not to select such a PIN and told you of the consequences of doing so;
  - (f) allowed anyone else to use your RAMS debit card;
  - (g) unreasonably delayed notification of:
    - (i) your RAMS debit card or PIN record being lost or stolen;
    - (ii) unauthorised use of your RAMS debit card; or
    - (iii) the fact that someone else knows your PIN; or
  - (h) in relation to a transaction carried out at an ATM, used an ATM that incorporated reasonable safety standards that mitigated the risk of a card being left in the ATM.
- (4) If we can prove on the balance of probability that you have contributed to the unauthorised use of your RAMS debit card under section 12(3), your liability will be the lesser of:
- (a) the actual loss when less than your account balance (including the unused portion of any credit limit provided by us under any pre-arranged credit facility);
  - (b) your account balance (including the unused portion of any credit limit provided by us under any pre-arranged credit facility);
  - (c) an amount calculated by adding the actual losses incurred for each day or for each relevant period, up to the current daily or other periodic withdrawal limit, on which unauthorised use occurred before you reported the loss, theft or unauthorised use of your RAMS debit card or breach of PIN security, up to

and including the day you make your report; or

- (d) the amount for which you would be held liable if any particular card scheme rules applied (if you wish to find out what card scheme rules apply to transactions made using your RAMS debit card, please contact us).
- (5) In assessing your liability under section 12(4)(c):
- (a) where your RAMS debit card has been lost or stolen, the number of days will be calculated by reference to the day when you should reasonably have become aware that it was lost or stolen; and
  - (b) the current daily withdrawal limit is the limit applicable at the time of the transaction by reference to the status and/or type of Electronic Banking Terminal at which the transaction occurred.
- (6) Where a PIN was required to perform the unauthorised transaction and it is unclear whether or not you have contributed to any loss caused by the unauthorised use of your RAMS debit card, your liability will be the lesser of:
- (a) \$150, or a lower figure determined by us;
  - (b) your account balance; or
  - (c) the actual loss at the time we are notified of the loss or theft of your RAMS debit card or the breach of your PIN security, excluding the portion of the losses incurred on any one day which exceeds any relevant daily transaction or other periodic transaction limit; or
  - (d) the amount for which you would be held liable if any particular card scheme rules applied (if you wish to find out what card scheme rules apply to transactions made using your RAMS debit card, please contact us).
- (7) In assessing your liability under this section 12:
- (a) we will consider all reasonable evidence including all reasonable explanations for an unauthorised use having occurred;
  - (b) the fact that an account is accessed with the correct PIN, while significant, is not of itself conclusive evidence that you have contributed to the loss;
  - (c) the use or security of any information required to perform a transaction that you are not required to keep secret (for example, your RAMS debit card number and the expiry date on the front of your RAMS debit card) is not relevant to your liability; and
  - (d) the portion of losses incurred that you and we had not agreed could be accessed using the RAMS debit card and/or PIN that was used to perform the unauthorised transaction shall be excluded from the calculation of your liability.
- (8) Your liability for losses occurring as a result of unauthorised use will be determined under the Code. The guidelines set out at the beginning of these Conditions of Use to safeguard your RAMS debit card and PIN, are the minimum suggested security measures you should take. If you disagree with our resolution process, you should contact us and request we review our decision in accordance with section 13.

## 13. Resolving errors and complaints

If you believe a transaction is wrong or unauthorised or your account statement contains any instances of unauthorised use or errors, you must immediately notify us or call the 24hr EMERGENCY HOTLINE as explained in section 4. As soon as you can, you must also provide us with the following:

- your name and address, account number and RAMS debit card number;
- details of the transaction or the error you consider is wrong or unauthorised;
- a copy of the account statement in which the unauthorised transaction or error first appeared;
- the names of other users authorised to operate the Linked Account;
- details of whether your RAMS debit card was signed and your PIN secure;
- the dollar amount and an explanation as to why you believe it is an unauthorised transaction or an error; and
- any other details we request.

If your complaint is immediately settled to your satisfaction or if it is settled to your satisfaction within 5 Business Days of receiving the relevant details from you, we may advise you of the outcome of your complaint by means other than in writing. If you wish, you may request that we provide you with a written response.

However, if we are unable to settle your complaint within 5 Business Days, we will advise you in writing of the procedures for further investigation and resolution and may request further relevant details from you. Within 21 days of receiving your complaint, we will:

- advise you in writing of the results of our investigations; or
- advise you in writing that we require further time (not exceeding a further 24 days) to complete our investigation.

An investigation will continue beyond 45 days only in exceptional circumstances, for example, if there are delays caused by other financial institutions or merchants involved in resolving the complaint or in circumstances where we investigate the relevant transaction under the relevant scheme rules that apply.

If we find that an error was made, we will make the appropriate adjustments to your Linked Account including interest and charges (if any) and we will advise you in writing of the amount of the adjustment.

When you are advised of the outcome of the investigation, we will:

- give you reasons, in writing, for our decision by reference to these Conditions of Use, the Code and any other relevant industry code of practice to which we are bound;
- advise you of any adjustments we have made to your Linked Account; and
- advise you in writing of other avenues of dispute resolution (including the Australian Financial Complaints Authority (AFCA), Consumer Affairs Agencies and Small Claims Courts) if you are not satisfied with our decision.

If you are not satisfied with our response or handling of your complaint, you may be able to lodge your complaint with AFCA, which is a free, independent external dispute resolution scheme. Their contact details are:

Australian Financial Complaints Authority

- Online: [www.afca.org.au](http://www.afca.org.au)
- Telephone: 1800 931 678
- Mail: Australian Financial Complaints Authority  
GPO Box 3, Melbourne VIC 3001

If we decide that you are liable for all or any part of a loss arising out of unauthorised use of your RAMS debit card, we will:

- give you copies of any documents or other evidence we relied upon; and
- advise you whether or not there was any system or equipment malfunction at the time of the transaction complained of.

If we fail to carry out these procedures or causes unreasonable delay, we may be liable for part or all of the amount of the disputed transaction where our failure or delay has prejudiced the outcome of the investigation.

You may wish to dispute a transaction in circumstances where:

- the transaction is not recognised by you;
- you did not authorise the transaction;
- you did not receive the goods or services to which the transaction relates;
- the transaction amount differs to the purchase amount;
- you did not receive the requested cash from an ATM (or you only received part of the cash requested); or
- you believe a transaction has been duplicated.

## 14. Malfunction

Other than to correct the error in your Linked Account and the refund of any charges or fees imposed on you as a result, we will NOT be liable to you for any loss caused by an Electronic Banking Terminal malfunctioning if you were aware, or should have been aware, that the terminal was unavailable for use or was malfunctioning.

Where an eftpos Device is not working, the merchant may provide alternative manual processing of the transaction. You will be required to present your RAMS debit card and sign a voucher. The voucher authorises us to debit your Linked Account with the amount of the transaction (which will reduce the balance in your Linked Account).

## 15. Statements and receipts

A transaction record slip will be available for each financial transaction carried out with your RAMS debit card at an Electronic Banking Terminal.

You should obtain, check and retain all transaction record slips issued to you for checking against your account statements for your Linked Account.

We will send you account statements at least every 6 months. You may request more frequent account statements. You may request a copy of your account statement at any time. Refer to your Linked Account terms and conditions for any fees and charges that may apply.

## 16. Fees and charges

We reserve the right to charge a fee for any transaction at an Electronic Banking Terminal or for issuing additional or replacement cards and we are authorised to debit your Linked Accounts with those fees (which will reduce the balance in your Linked Account). Refer to your Linked Account terms and conditions for fee information.

If you consider that we have incorrectly charged you a fee or charge, you may dispute this by contacting us on 13 7267 in accordance with section 13. Any incorrectly charged fee or charge will be reversed.

We will advise you of any applicable fees and charges at the time you apply for your RAMS debit card. These fees and charges may change from time to time and you will be notified of any new fees in accordance with section 18.

Information on current standard fees and charges is available on request.

## 17. Government fees and charges

We reserve the right to pass on to you any fees, charges, duties and taxes that are imposed on the use of your RAMS debit card by government or by any regulatory authority. We are also authorised to debit your Linked Account with those fees, charges, duties and taxes (which will reduce the balance in your Linked Account).

## 18. Changes to Conditions of Use

We reserve the right to change these Conditions of Use and to vary the fees and charges that apply to your RAMS debit card. If you wish to cancel your RAMS debit card as a result of any change or variation we make to these Conditions of Use, you must contact us to cancel your RAMS debit card. In these circumstances, you will not be charged any additional fees or charges associated with cancelling your RAMS debit card. If you retain and use your RAMS debit card after notification of any changes we have made to these Conditions of Use, your use of your RAMS debit card shall be subject to those changes.

We will provide 30 days advance notice, where a change to these Conditions of Use:

- introduces a new fee or charge or increases a fee or charge for issuing or replacing a RAMS debit card or PIN;
- introduces or increases a fee or charge for performing electronic transactions;
- increases your liability for losses relating to transactions; or
- introduces, removes or changes a transaction limit on electronic transactions, a facility or Electronic Banking Terminal.

You will be notified of any change or introduction of government fee or charge reasonably promptly after the government notifies us. However, we do not have to tell you if the government publicises the change.

We will notify you of any other changes to these Conditions of Use 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, we will give you at least 30 days' notice.

Advance notice may not be given where a change has to be made to immediately restore or maintain the security of our systems or of individual RAMS debit cards, accounts or facilities. We can also give you

a shorter notice period (or no notice) if it is reasonable for us to manage a material and immediate risk.

We may notify you of changes either through:

- a letter to your last known address;
- an email to your nominated email address;
- notices on, or sent with account statements (including electronic statements);
- notices on Electronic Banking Terminals;
- press advertisements; or
- a notice on the RAMS website.

In addition, in the last three cases, we will give you written advice of the changes at the time of your next account statement.

If a written notice is delivered to you personally, the date of delivery is the date you receive the notice.

## 19. Other general conditions

These Conditions of Use govern your RAMS debit card's access to your Linked Account. Each transaction on an account is also governed by the terms and conditions to which that account is subject. If there is any inconsistency between these Conditions of Use and the terms applicable to your Linked Account in relation to your RAMS debit card, these Conditions of Use prevail except to the extent that they are contrary to any applicable legislation, the Code or any relevant industry code of practice.

You may not assign your rights under these Conditions of Use to any other person. We may assign our rights or transfer the contract to another person where such assignment is to a related party or third party where such third party has a similar or more fair dispute resolution procedure than we do. If we assign or transfer the rights under these Conditions of Use, these Conditions of Use will apply to the transferee or assignee as if it were named as us. If we assign these Conditions of Use, we will provide you with notice and you will be able to cancel your RAMS debit card as a result of this assignment without being charged any fees or charges associated with us cancelling your RAMS debit card.

## 20. When we may delay or refuse transactions

### 20.1 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 Australian law or sanctions (or the law or sanctions of any other country); or
- your account, myRAMS 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. We and our correspondents are not liable for any loss you suffer (including consequential loss) in connection with the relevant product(s).

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

- 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
- the underlying activity for which any deposit product is being provided does not breach any Australian law or sanctions (or the law or sanctions of any other country).

You should also be aware that:

- 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 will 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. We may also provide your identifying information, including your TFN, to service providers we have appointed, to assist in maintaining and processing your account information.

## 20.2 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. If you receive a mistaken internet payment into your account we may be required to act in accordance with the ePayments Code.

## 21. Third party disclosure

We may collect your personal information:

- to identify you in accordance with the AML Legislation;
- to provide information about a product or service;
- to consider your request for a product or service;
- to provide you with a product or service;
- to assist in arrangements with other organisations in relation to the provision of a product or service or suspend its operation until it is provided;



- to perform administrative and operational tasks (including systems development and testing, staff training, and market or customer satisfaction research);
- to prevent or investigate any fraud or crime (or a suspected fraud or crime); and
- as required by relevant laws and scheme rules.

In some circumstances, we may collect your personal information from a third party service provider. For example, we may collect, from the provider of a payments platform where your transactions are stored, information about the transactions you undertake. We collect this information in order to manage the service we provide to you, consistent with this section 21.

If you do not provide some or all information requested, we may be unable to provide you with a product or service.

We will not collect sensitive information about you, such as health information, without your consent.

We may provide your information:

- to another member of the Westpac Group;
- to any outsourced service providers (for example mailing houses, fraud and anti-money laundering service providers, data switch service companies);
- to regulatory bodies, government agencies, law enforcement bodies and courts;
- to other parties as is authorised or required by law;
- to participants in the payments system and other financial institutions for the purpose of resolving disputes, errors or other matters arising out of your use of your RAMS debit card or third parties using your RAMS debit card or card information; or
- to credit reporting bodies or debt collection agencies. For more information on how we deal with credit reporting bodies and how we deal with your credit-related personal information, please refer to the Credit Reporting Policy on the RAMS website.

To facilitate transaction identification and to assist with the identification of suspicious or fraudulent transactions, your personal information and transaction details may be sent to countries other than Australia. As at the date of these Conditions of Use, these countries are likely to include the United Kingdom, the United States, Israel, Spain and the Netherlands. By using your RAMS debit card, you agree that your personal information and transaction details may be sent overseas for the purposes of assisting with the identification of suspicious or fraudulent transactions or as required by law.

In accordance with the Privacy Act 1988 (Cth), we must comply with the Australian Privacy Principles and any relevant code registered under that law. You have the right to lodge a complaint if you believe we have breached the Australian Privacy Principles or a relevant code. For details on how you may complain about a breach and how we deal with complaints, please refer to RAMS' Privacy statement which is available at [www.rams.com.au/about-rams/privacy-statement](http://www.rams.com.au/about-rams/privacy-statement).

## 22. Definitions

**AML Legislation** means the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth) and its associated rules, regulatory guides and regulations.

**ATM** means an automated teller machine.

**Business Day** means a day that we are open for business, excluding Saturdays, Sundays and public holidays.

**Contactless Terminal** means an Electronic Banking Terminal which can be used to make an eftpos Tap & Pay transaction.

**eftpos** means electronic funds transfer at point of sale.

**eftpos Device** means a terminal which you can use to make electronic payments using a card acceptable to the merchant (for example, your RAMS debit card) and includes a contactless terminal.

**eftpos Tap & Pay** means authorising a transaction by holding your RAMS debit card in front of a Contactless Terminal without having to insert or swipe the RAMS debit card into an Electronic Banking Terminal.

**Electronic Banking Terminal** means an ATM or eftpos Device.

**Linked Account** means a RAMS account (or accounts) you hold to which you may obtain access by use of the RAMS debit card. Westpac is the issuer of the Linked Account, and RAMS is authorised by Westpac to distribute the Linked Account.

**PIN** means your secret personal identification number relating to your RAMS debit card.

**RAMS** means RAMS Financial Group Pty Ltd ABN 30 105 207 538 AR 405465. RAMS is a wholly owned subsidiary and an authorised representative of Westpac.

**RAMS debit card** means a plastic debit card issued by us to enable electronic access to your Linked Account.

**RAMS debit card floor limit** means an amount above which a payment using an eftpos Device requires our approval in order for the transaction to be processed. Floor limits are set by merchants' financial institutions.

**RAMS debit card number** means a plastic debit card issued by us to enable electronic access to your Linked Account.

**RAMS Website** means [www.rams.com.au](http://www.rams.com.au)

**UMP** means Unisys Mortgage Processing (No. 1) Pty Ltd ABN 29 147 490 819.

**we, us** and **our** means Westpac.

**Westpac** means Westpac Banking Corporation ABN 33 007 457 141 AFSL and Australian credit licence 233714.

**Westpac Group Brand** means Westpac, St.George, Bank of Melbourne or BankSA.

**You or Your** means the person who has a Linked Account with RAMS and has been issued with a RAMS debit card.

## 23. Interpretation

For the purposes of these Conditions of Use, 'day' means a 24 hour period commencing at midnight Eastern Standard Time or Eastern Summer Time, as the case may be, in Sydney, New South Wales, Australia.

A reference to:

- one gender includes the other genders; and
- the singular includes the plural and the plural includes the singular.

The products described in this booklet are provided to you by:

Westpac Banking Corporation  
275 Kent St, Sydney NSW 2000

UMP is authorised to provide financial services, including call centre and other administrative services in relation to the RAMS debit card, as an authorised representative of Westpac Banking Corporation. UMP can be contacted through any of the following channels:

- Telephone: 13 7267
- Email: [service@ramsservices.com.au](mailto:service@ramsservices.com.au)
- Mail: Locked Bag 5001, Concord West, NSW 2138



For more information

☎ 13 RAMS, *that's* 13 7267

🔍 RAMS.com.au

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**RAMS WEBSITE:**

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