

Terms and Conditions

- for Suncorp Accounts
- for Continuing Credit Accounts

Effective Date: 30 November 2009

This document also forms part of the Product Disclosure Statement for Fixed Term Deposits.

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Terms and Conditions for Suncorp Accounts

1. Introduction

1.1 About this Document

This document contains terms and conditions that apply to accounts provided by Suncorp. If you have or apply for an overdraft, line of credit or credit card facility, this document may also form part of your credit contract, which contains additional conditions.

Before you open any account with us and make any transactions, you should read this document and any other documents we give you containing particular conditions and other information.

We have tried to keep this document as brief and as easy to understand as possible. Many of the words that have particular banking or legal meaning are described in clause 1.4.

There are fees and charges that apply to accounts provided by Suncorp and transactions on those accounts. Please read this document and the Schedule of Fees and Charges carefully to find out when and how we may impose fees and charges.

To find information quickly, please refer to the table of contents at the front of this document. Headings used are a guide only.

Updating Information

The information contained in this document is current as at the effective date. Information may change from time to time. If there is new information you can find out about it in one or more of the following ways:-

- we may send you a notice in writing;
- in a press advertisement;
- from our website at www.suncorp.com.au; or
- by phoning 13 11 55 and asking one of our consultants.

1.2 Acceptance of Terms and Conditions

You agree that you accept these Terms and Conditions and that they apply to you and your account when:

- (a) You or a person authorised by you initiates or makes a transaction on your account; or
- (b) You or a person authorised by you accepts these Terms and Conditions in writing.

1.3 Product Disclosure Statement (PDS)

This document forms part of the Product Disclosure Statement for Fixed Term Deposits. These documents should be read together.

1.4 Definitions and Interpretation

In this document, unless the context requires or indicates otherwise, the following words, abbreviations and phrases have the following meanings irrespective of whether or not the first letter/s of those words, abbreviations or phrases are in upper or lower case:

“**Access Method**” means:

- (a) a method authorised by us for use by you and accepted by us as authority for us to act on an instruction given through electronic equipment to debit or credit an account; and
- (b) comprises the use of one or more components including (but not limited to) devices, identifiers, codes or a combination of these, and does not include a method requiring the user’s manual signature where the comparison of the appearance of that manual signature with a written specimen signature is the principal intended means of authenticating a user’s authority to give the instruction (whether or not that means is used in a particular transaction).

“**Account**” includes any of the following accounts with Suncorp:

- (a) a savings account;
- (b) a term deposit;
- (c) a cheque or card account;
- (d) an account which has a facility limit;
- (e) a loan account; or
- (f) another account which we allow you to withdraw and deposit money.

“**ATM**” means an Automatic Teller Machine.

“**Australian Eastern Standard Time**” means the time in Brisbane, Australia.

“**Available Balance**” means the amount in your account we allow you to withdraw.

“**Bank Code**” is similar to a BSB number and is used to identify financial institutions (Not all banks have a Bank Code).

“**Banking Business Day**” means any day on which banks in Melbourne or Sydney are able to effect settlement through the Reserve Bank of Australia.

“**Biller**” means the recipient of funds you pay using the BPAY® service.

“**BPAY® Payments**” means funds transfers made using the BPAY® service referred to in clause 25.

“**BSB**” means a six (6) digit number used to identify account institutions.

“**Bulk Electronic Clearing System**” or “**BECS**” means the system known as the Bulk Electronic Clearing System that has the role of managing the conduct of the exchange and settlement of bulk electronic low value transactions in Australia.

“**Business Casual Overdraft Reference Rate**” means our Business Casual Overdraft Reference Rate of interest that is applied to overdrawn Suncorp Business Accounts. Please note that this rate is subject to change from time to time. The current Business Casual Overdraft Reference Rate is available by phoning 13 11 55 or by contacting any of our branches.

“**Business Day**” means a day which is Monday to Friday on which branches of Suncorp are open for business in Brisbane.

“Business Payments” means an electronic file containing multiple funds transfer transactions that we allow you to initiate via our Internet banking.

“Card” means the card we give you to use with or without your PIN at an electronic terminal and includes any debit or credit card we give you.

“Cardholder” means any person to whom a Card is issued.

“Casual Overdraft Reference Rate” means our Casual Overdraft Reference Rate of interest that is applied to overdrawn Suncorp Personal Accounts. Please note that this rate is subject to change from time to time. The current Casual Overdraft Reference Rate is available by phoning 13 11 55 or by contacting any of our branches.

“Cheque” means a written order to us on our cheque form to pay a certain amount of money from your account.

“Cleared Funds” means an amount of money in your account we allow you to withdraw.

“Code” means any industry Code of practice that we adopt or subscribe to that applies to us, your account or a transaction (for example, this currently includes the EFT Code and the Code of Banking Practice).

“Credit Card” means a card we provide to you that allows you to authorise transactions that are processed by a credit card scheme.

“Credit Card Scheme” means a formal arrangement between participants, that allows credit card transactions to be processed in accordance with a set of rules (eg. VISA, Mastercard, Bankcard).

“Credit Card Transaction” means a transaction you authorise that is processed by a credit card scheme.

“Deposit Accounts” means any accounts into which moneys can be deposited and can be:

- (a) a savings account with or without a credit limit;
- (b) a term deposit;
- (c) a cheque or card account with or without a credit limit (but excluding credit card accounts).

“Direct Debit” has the meaning provided for in clause 26.2.

“Direct Debit User” means a person or corporation you authorise to process a Direct Debit to your account.

“Direct Debit System” means the system that allows Direct Debits to be effected.

“EFT Code” means the Electronic Funds Transfer Code of Conduct applying to electronic banking and being subscribed to by Suncorp.

“EFT Transaction” has the meaning provided for in clause 20.1.

“Electronic Banking” means a banking service that allows a funds transfer by giving an instruction, through electronic equipment and an access method, to debit or credit an account.

“Electronic Equipment” means any electronic device (approved by us) through which a transaction can be effected and includes an electronic terminal, telephone, computer and computer equipment.

“Electronic Terminal” means any electronic device (approved by us) that accepts an instruction, through electronic equipment and an access method, to debit or credit an account. They include:

- (a) Automatic Teller Machines (ATMs);
- (b) cash registers;
- (c) Point of Sale equipment (POS);
- (d) remote banking equipment;
- (e) electronic funds transfer point of sale devices (EFTPOS);

“External Transfers” means funds transfers that are sent from us to another institution electronically.

“External Transfer Password” or **“ETP”** means the secret code described in clause 24.4 required to perform External Transfers using Internet banking.

“Facility Limit” means any loan, overdraft, credit card limit or line of credit limit we agree in writing to give you.

“Funds Transfer” means a transfer of funds from one account to another, either yours or a third party whether both accounts are held at Suncorp or one account is held at another financial institution external to Suncorp.

“Global Payments” means the system that processes Online Telegraphic Transfers via Internet Banking.

“Government Fees and Charges” means all money the Government charges that relates to an account, transactions, facility limit or loan. This includes stamp duty, registration fees, financial institutions duty and account debits tax.

“Internet Banking” means banking services specified in clause 23.

“Internet Banking Password” or **“IBP”** means the secret code described in clause 23.

“Merchant” means a business that accepts payment for goods and services through electronic banking or through the use of a card.

“Non-Personal Accounts” means an account which is used for purposes other than personal or domestic purposes.

“Online Telegraphic Transfer” means a Telegraphic Transfer sent via Global Payments.

“Particular Conditions” means the terms and conditions that relate to specific accounts and services in addition to these Terms and Conditions which we notify you of (from time to time) that apply to your account.

“Payer” means a person who initiates a transfer of funds.

“Payee” means a person to whom a cheque is made payable.

“Person” means an individual, an estate of an individual, a corporation or other authority or association (incorporated or unincorporated).

“Personal Accounts” means an account used for personal or domestic purposes.

“PIN” means the Personal Identification Number you use at an electronic terminal.

“Product Disclosure Statement” or **“PDS”** means the document made up of these Terms and Conditions and the relevant Product Disclosure Statement titled Product Features.

“Schedule of Fees and Charges” means each document we issue that includes some or all of the fees and charges applicable to your account and transactions on your

account, including without limitation any relevant Product Information Document, Product Disclosure Document, Lending Fees and Charges booklet, Credit Contract or other similar document.

“**Secret Code**” has the meaning provided for in clause 20.1.

“**Security**” or “**Securities**” means any mortgage, guarantee, agreement, instrument or other document held by us to secure a loan.

“**Suncorp**” means Suncorp-Metway Ltd ABN 66 010 831 722 AFSL 229882, its successors and assigns.

“**TAC**” or “**Telephone Access Code**” means the telephone access code you use for Telephone Banking.

“**Telegraphic Transfer**” means a funds transfer sent electronically to an overseas bank account held with an external financial institution.

“**Telephone Banking**” means banking services we provide by use of a telephone and a TAC.

“**Term Deposit**” means money deposited for a fixed period of time.

“**Terms and Conditions**” means:

- (a) the contents of this document (where applicable);
- (b) changes made to this document;
- (c) conditions set out by law;
- (d) conditions in the loan contract; and
- (e) fees and charges and interest rates specified by us.

“**Transaction**” means any fees, charges, deposits, withdrawals, credit or debit instructions or advice made from or added to your account in any way.

“**Unpaid Daily Balance**” means the closing balance of your account owing each day.

“**we**”, “**our**” or “**us**” means Suncorp.

“**you**” or “**your**” means the person who has an account with us. It can also include a partnership, trust, company or corporation. If more than one person has the account, “**you**” includes all those people - singly and as a group. “**Your**” is used in the same way. All references to “**you**” and “**your**” include the successors, administrators or assigns of you or that person.

Any reference to “**includes**” is given by way of example and is not intended to limit the term it applies to.

Singular references include the plural and vice versa.

We may exercise our rights, powers and discretions in any manner we think fit but nothing in these Terms and Conditions shall oblige us to do so, and in particular, a reference that we may do something shall not be construed as requiring us to do something.

The parties say that it is their intention that, in the interpretation of these Terms and Conditions:

- (a) if possible, words which have an ordinary meaning are given that meaning;
- (b) these Terms and Conditions are to be interpreted broadly;
- (c) if a general term is used, it must be given a broad meaning; and
- (d) general terms must not be limited because of any rules of interpretation.

There are some words, abbreviations and phrases that apply to particular products or services we provide or may provide, that are defined in certain clauses of these Terms and Conditions. Where those words, abbreviations and phrases are defined in a particular clause of these Terms and Conditions those meanings only apply to the particular clause they appear in and will prevail over any equivalent word, abbreviation or phrase in this clause.

Any clause in these Terms and Conditions for a particular product or service we provide or may provide that is inconsistent with any other clause or provision of these Terms and Conditions shall prevail to the extent of the inconsistency to the extent allowed by law.

1.5 More Information

If you have any questions about this document, or wish to obtain details of our interest rates or fees and charges please contact any branch or telephone 13 11 55.

1.6 Privacy Statement

Suncorp-Metway Limited is a member of the Suncorp Group.

The Privacy Act 1988 (Cth) requires us to inform you:

Purpose of collection

Personal information is information about an identifiable individual and includes facts or an opinion about you which identifies you or by which your identity can be reasonably determined. The collection of your personal information is essential to enable us to conduct our business of offering and providing you with our range of financial products and services.

We collect personal information for the purposes of:

- identifying and protecting you when you do business with us;
- establishing your requirements and providing the appropriate product or service;
- setting up, administering and managing our products and services;
- assessing and investigating, and if accepted, managing a claim made by you under one or more of our products; and
- training and developing our staff and representatives.

We may be required by law to collect your personal information. These include, but are not limited to, anti-money laundering and taxation laws.

Consequences if personal information is not provided

If we request personal information about you and you do not provide it, we may not be able to provide you with the financial product or service that you request, or provide you with the full range of services we offer.

Disclosure

We use and disclose your personal information for the purposes we collected it.

We may also use and disclose your personal information for a secondary purpose that is related to the purpose for which we collected it. This would happen in cases where you would reasonably expect us to use or disclose your personal information for that secondary purpose.

When necessary and in connection with purposes of collection, we may disclose your personal information to and/or collect your personal information from:

- other companies within the Suncorp group;
- where required or authorised under our relationship with our joint venture companies;
- information technology providers, including hardware and software vendors and consultants such as programmers;
- research and development service providers;
- your advisers, agents or representatives;
- our advisers, agents or representatives;
- if required or authorised to do so, regulatory bodies and government agencies;
- financial advisers;
- lenders' mortgage insurers and valuers;
- credit reporting agencies;
- legal and other professional advisers;
- printers and mail house service providers;
- manufacturers for plastic card production (e.g. debit and credit cards).

In the case of sensitive information, any secondary purpose, use or disclosure will be directly related to the purpose of collection.

Disclosure overseas

There are also instances where we may have to send your personal information overseas or collect personal information from overseas. These instances include:

- sending your personal information to companies in the Suncorp group;
- when you have asked us to do so;
- when we are authorised or required by law to do so;
- when we have outsourced a business activity or function to an overseas service provider with whom we have a contractual arrangement;
- certain electronic transactions; or
- when it is necessary in order to facilitate a transaction on your behalf.

We will only send your personal information overseas or collect personal information about you from overseas for the purposes in this statement.

Access

You can request access to the personal information we hold about you by contacting us.

In some circumstances, we are able to deny your request for access to personal information. If we deny your request for access, we will tell you why.

If accessing your personal information will take an extended period of time, we will inform you of the likely delay. For more detailed requests for access to personal information, for example, access to information held in archives, a fee may be charged to cover the associated cost of retrieval and supplying this information.

Marketing

We would like to use and disclose your personal information to keep you up to date with the range of products and services available from Suncorp. Generally, our companies in the Suncorp group will use and disclose your personal information for Suncorp's marketing purposes.

If you do not want us to use and disclose your personal information for the purpose of marketing products and services to you, you should contact us and tell us.

Contact

Please contact us to:

- change your mind at any time about receiving marketing material;
- request access to the personal information we hold about you; or
- obtain more information about our privacy practices by asking for a copy of our Privacy Policy.

You can contact us by calling 13 11 55 or contacting us at suncorp.com.au or by visiting any of our branches.

Our Privacy Policy can also be found on our website at suncorp.com.au

1.7 Interception and recording of communications

You agree and acknowledge that we can intercept, record, read or view by any means any communication you may have with or make to us by any means. Communication includes but is not limited to any telephone communication, email, facsimile and any other form of electronic or wireless communication.

1.8 Problems and Complaints

Most problems can be solved by simply talking to staff at your local Suncorp branch or telephoning our call centre on 13 11 55.

However we can also help you with any complaints you might have and we would like to hear about these.

If you have a complaint concerning any of our products or services, please tell us.

You can tell us in any of the following ways:

Telephone: **1800 689 762** (FREE CALL)

Send us a fax on: 1300 767 337 (cost of a local call)

Write to us at: Reply Paid 1453
Suncorp Customer Relations Unit (RE058)
GPO Box 1453
BRISBANE QLD 4001

Email us at: customer.relations@suncorp.com.au

or contact us in person at any branch.

If our branch or call centre cannot resolve your complaint within 24 hours, our Customer Relations team will acknowledge your complaint within 3 days and endeavour to resolve it within 21 days.

For further information on our complaints handling procedure, please contact us on 13 11 55 or in person at any branch.

If you are dissatisfied with the outcome of your complaint or the way in which it was handled please let us know.

Alternatively, you may contact the Financial Ombudsman Service (FOS). The FOS provides an independent service to help you resolve your banking complaint where we have been unable to do so through our complaints resolution process. The FOS is a free service for customers with complaints involving less than \$280,000. Certain small businesses may also be eligible to utilise the services of FOS.

You can contact FOS by:

telephoning: 1300 78 08 08 (for the cost of a local call*)

writing to: FOS GPO Box 3 MELBOURNE VIC 3001

visiting: www.fos.org.au

email: info@fos.org.au

1.9 Financial Difficulty

We advise you to inform us promptly if you are in financial difficulty and you have a credit facility with us.

1.10 Laws and Codes of Practice

Where applicable, the Code of Banking Practice and the Electronic Funds Transfer Code of Conduct (EFT Code) apply to your accounts and our services.

We agree to follow the rules of the EFT Code for EFT transactions made in Australia and we give you a warranty that we will do so.

You have certain rights at law, which cannot be limited or excluded. Nothing in these Terms and Conditions limits or excludes those rights, however, Suncorp's liability is limited to the maximum extent permitted by law.

If any provision in this document is or becomes invalid, unenforceable or breaches any mandatory law or applicable Code then it is deleted and will not affect the remaining parts of this document.

1.11 Changing the Terms and Conditions

Subject to the law, we can change, add to, delete or vary these Terms and Conditions at any time. For example, we can change:

- (a) interest rates and the way we calculate interest;
- (b) fees and charges; or
- (c) when we charge or pay interest.

1.12 Telling You About the Changes

Where we change the Terms and Conditions we will give you the period of notice set down by law, the EFT Code, the Code of Banking Practice or any other applicable code. If no period of notice is needed, we can make changes, variations, additions or deletions immediately and you might not be told of these before they happen.

We can give you notice in any way permitted by law or a code including:

- (a) advice on or with your statement;
- (b) a notice on electronic equipment;
- (c) press ads; or
- (d) a letter.

* A higher charge may apply for public telephones or mobile phones.

1.13 Notices from Us

Any notice or other document may be given by us by sending it to the last address you gave us. Except where it contravenes a law or the EFT Code, if we send it to your last known address, it is taken to have been received on the date it would have been delivered in the ordinary course of the post.

A certificate signed by an officer of Suncorp is evidence of the postage date and that the mail was posted on the date stated in the certificate.

1.14 Giving Us Instructions

We can act on instructions from you (including those given by telephone or in any other electronic form). We can ask you to prove your identity and give us an acceptable indemnity before we act on your instructions. We can also delay or refuse to act on your instructions.

1.15 Changing Your Details

You must tell us promptly if you or any person authorised to make transactions on your account changes name, signature, residential or postal address or phone number. We may require you to tell us in writing. If you or an additional cardholder to your account changes signature, you must ask us to change our records of those signatures in respect of all relevant accounts.

If you ask us to change the name of your account, we need to see satisfactory evidence of the change of name, which may include one of the following:

- (a) a marriage certificate; or
- (b) the relevant original signed deed poll.

If an organisation, business or corporation changes its name or account signatories, we will need to see a certified copy of the:

- (a) Change of name certificate and current business or company search;
- (b) Resolution of the meeting of the organisation which decided on a change of name; and
- (c) minutes of meetings, resolutions or some other satisfactory evidence.

If we become aware of any changes to your account details we can take reasonable steps to amend our account records without notice to you.

1.16 Ownership of Cards, Cheques and Access Methods

We own all cards, passbooks, cheques, cheque books and access methods we issue you. Only you should use these (unless we first agree otherwise). We can cancel a card, passbook, cheque, cheque book, access method or other service at any time.

We can ask you to return any card, access method, passbook or cheque book immediately if:

- (a) you close your account;
- (b) you break the Terms and Conditions;
- (c) we close your account; or
- (d) we have security or other valid reasons for doing so.

If we take any of these steps and ask for payment, you agree to pay our costs.

1.17 Loss or Damage if You Break these Terms and Conditions

Subject to these Terms and Conditions, you agree to pay us for any loss, damage or costs we might have, if:

- (a) you do not follow any law or regulation that applies to your account or transactions on your account;
- (b) you do not use cards or cheques correctly;
- (c) you do not follow our terms and conditions or particular conditions;
- (d) an overseas transaction you initiated is dishonoured, returned or cannot be processed; or
- (e) there is any breach by you as a trustee or director.

We are not responsible for any loss if a card, cheque book, term deposit certificate or passbook is lost, stolen or misused except where we agree in these Terms and Conditions or where by law or a Code you are not responsible for any loss.

1.18 Our Rights

We can exercise our rights at any time within the limits of the law. If we delay in exercising our rights or do not exercise our rights, this does not mean we give up those rights.

We can transfer our responsibility for, or our interest in, your account at any time to any person without telling you.

2. General

2.1 About Your Terms and Conditions

If we give you any particular conditions in writing that differ from these general Terms and Conditions then, with the exception of clause 20 (EFT Transactions), those particular conditions will apply to the extent they differ.

2.2 Opening Accounts

Any person may open an account.

Providing our account opening requirements are satisfied you can also open accounts in the name of a company, body corporate, club, association, business etc. or as trustee for another party. Joint accounts can be opened by two or more persons or entities.

An account must be opened in the name of the correct legal entity. You need to complete our application form which gives us the details we need to set up an account for you and anyone else who will use the account. You must also give us any information we require about you. We may require you to provide or sign other documents before we can open your account.

We can choose not to open an account without giving you a reason.

2.3 Identity

By law, we must be sure of your identity and hold certain information about you and other relevant parties (for example, beneficiaries, shareholders) before you open an account. Otherwise, we may not be able to open an account for you. So we can comply with the law, you must provide any information and/or documentation we request.

In addition, from time to time we may request further information and/or documentation from you to assist the Bank in meeting its legal obligations. You must provide such information and/or documentation when requested.

2.4 Taxation

The Commonwealth Income Tax Assessment Act determines whether any interest you earn will be taxable. The Act also provides authority to collect customers' Tax File Numbers and ABNs which we must quote to the Australian Tax Office. We will not quote Tax File Numbers or ABNs to anyone else. You can decide whether or not to give us your Tax File Number or ABN when you open an account with us. If you choose not to tell us your Tax File Number or ABN, we must by law deduct from any interest we pay you, an amount of tax calculated at the top marginal rate and send it to the Australian Taxation Office.

Children under 16, pensioners and others who do not have to lodge tax returns can claim an exemption from having to supply a Tax File Number. If you live outside Australia non-resident withholding tax will be deducted from any interest your account earns unless you have an exemption. You can ask the Australian Taxation Office for an exemption if you are living overseas temporarily or if you are a member of the armed forces serving overseas. If you have an approved exemption you should tell us. For any advice in this regard we suggest that you obtain independent advice from your tax advisor or accountant.

For more information about Tax File Number regulations, contact the Australian Taxation Office on 13 28 61.

2.5 Commission

We can pay or receive a commission from other people for some accounts you open or types of transactions you make. Where we are required to do so by law, we will tell you about this commission and if this commission can be calculated, we will tell you how much it is and to whom it was paid (or who paid it).

2.6 Interest

Details of our current interest rates are available by phoning 13 11 55, accessing our Internet site or from any Suncorp branch.

Interest rates are described as annual percentage rates.

We divide each annual percentage rate by 365 to get a daily percentage rate. For accounts other than offset accounts, we calculate interest on a daily basis by applying the daily percentage rate to the balance in your account at the end of each day.

For stepped interest rates, different interest rates will apply to different parts of the account balance. Stepped interest is calculated by applying the appropriate rate to the portion of the balance applicable for that rate (for example the portion of the balance your account up to \$4,999 may have a different interest rate to that part of the balance over \$5,000).

For tiered interest rates, when the balance rises above a nominated level, the interest rate assigned to the nominated level applies to the whole balance.

The sum of the interest calculated is paid to you:

- (a) on the monthly, quarterly, semi-annual or annual anniversary of the opening of your account, at the end of each month or at such other time as may be agreed. We will tell you in writing of the frequency interest is paid on your account;

- (b) on the day your deposit account is closed or transferred to another product;
- (c) on the last day of your term deposit investment period.

Interest will be credited to your account unless we agree otherwise.

3. Deposits

3.1 Making Deposits to Your Account

Deposits made to accounts are not available until we receive and process them and they are cleared.

You can deposit funds to your account in one of the following ways:

- (a) by cash, cheque or money order at any of our branches or agencies but you must produce your passbook, card, or state your account number;
- (b) by automatic direct deposit but you should organise the direct deposit with the organisation that will be making the payments;
- (c) by posting cheques or money orders with your account number to us in which case you should send it to the following address:

Suncorp Banking Operations Payment Processing RE045
GPO Box 1453
BRISBANE QLD 4001.

The date we deposit the cheque or money order to your account will be the date we process it to your account after we receive it;

- (d) by Internet Banking, Telephone Banking and Funds Transfer ;
- (e) by cash or cheque at any bank (please quote BSB 484-799 and your account number) but you may have to pay a fee or charge to that bank.

3.2 Depositing Cheques and Money Orders into Your Account

3.2.1 Clearance Times

When you deposit a cheque or a money order to your account, including a bank cheque, we usually require (3) three business days after the cheque or money order is deposited, before we let you withdraw the funds.

Generally, cheques (including bank cheques) and money orders deposited to your account are not available until the amount of the cheque or money order is collected by us from the bank or institution on which the cheque or money order is drawn.

This means that the cheque or money order deposit does not immediately become part of your available balance.

The clearance time is only a guide as it may take longer for the cheque or money order to be collected. A cheque or money order may still be dishonoured after the 3 business days have expired (see 3.3 Cheque dishonours below).

3.2.2 Withdrawal Before the Cheque Has Been Collected

By making funds available it does not mean cheques or money orders deposited to your account have been collected.

3.2.3 Cheques or Money Orders Which Are Not Collected

If we are unable to collect the proceeds of the cheque or money order, we may recover the funds from your account. Examples of when a cheque or money order may not be collected is where it is lost, stolen or destroyed in transit or dishonoured or returned to us unpaid for any reason.

3.2.4 Collection of Overseas Cheques

Collection times on overseas cheques can vary depending on the country where they are collected from. We usually require (20) twenty business days to collect overseas cheques.

3.2.5 Special Clearance

If you need to withdraw from the proceeds of a cheque urgently you should ask for a special clearance. This means we deal directly with the other institution on which the cheque is drawn in arranging clearance and we can allow you to withdraw the funds sooner, provided the cheque is cleared.

We charge a fee for a special clearance.

We cannot arrange a special clearance on cheques drawn on institutions outside of Australia.

3.2.6 Interest on Deposited Cheques

We pay interest on cheques from the date they are deposited unless the cheque is returned unpaid or dishonoured. No interest is paid on the amount of unpaid or dishonoured cheques.

3.3 Cheque Dishonours

We will tell you if a cheque you deposit to your account has been dishonoured. The amount of the cheque will be debited from your account. If this results in your account becoming overdrawn, an overdrawn service fee will be charged. (Refer to the Schedule of Fees and Charges for more information).

If you write a cheque for more than the amount of cleared funds in your account, we may dishonour it and return it unpaid to the institution through which it was deposited. A dishonour fee may be charged. If we pay the cheque and your account becomes overdrawn, an overdrawn service fee may apply (see clause 17 Overdrawing your account).

3.4 Bank Cheques

A Bank Cheque is not cash. It is a written order from a bank to pay a certain amount of money on demand. Only Suncorp customers can buy a bank cheque from Suncorp.

In some cases bank cheques may not be paid. For example, this can happen if:

- (a) it is forged or stolen;
- (b) the bank is not paid in full for the cheque;
- (c) it is significantly altered; or
- (d) a Court orders the payment to be stopped.

Bank cheques deposited to your account will not be immediately available for withdrawal and we usually require (3) business days before we let you withdraw the funds.

3.5 Holds on your account

We place on hold any funds in your account where we form a reasonable belief that:

- another party may have an entitlement to some or all of those funds;
- funds have been transferred or deposited into your account in error;
- there is a dispute between account holders or signatories to the account;
- there is any cause for suspicion or concern in relation to the funds in your account;
- you have breached any terms and conditions relating to your account and the bank may suffer a loss if funds are withdrawn from your account

4. Withdrawals

4.1 How to Withdraw Funds

Withdrawals in our branches using your passbook must be made on our official withdrawal form. Withdrawals in our branches using a card may be made on presentation of your card. Withdrawal forms must be signed by the authorised signatory/ies to the account. If the signatures do not match our records or the number of signatory/ies is not in accordance with our records, we may refuse to process the withdrawal. We can ask for identification including passwords.

You can also withdraw in other ways, for example, at any ATM within Australia that accepts Suncorp cards, through EFTPOS, at any Suncorp branch, agency or by mail to:

Suncorp Banking Operations Services & Processing RE032
GPO Box 1453
BRISBANE QLD 4001.

At some ATMs you will only be able to withdraw or transact from an account we have nominated as your primary Suncorp account. There are fees and charges that are payable on different types of withdrawals and fee-free limits. Refer to the Schedule of Fees and Charges for details on fees that apply to different types of withdrawals and fee-free limits.

4.2 Withdrawal Limits

We can apply and vary a daily or periodic transaction limit on the number or value of withdrawals you make using different access methods on any one day. Limits on your account will not apply when a withdrawal is processed at one of our branches by one of our cashiers (except for cash withdrawals - refer clause 4.3 Cash Availability).

If we apply or vary a daily or periodic transaction limit to your account, we may advise you of the details, any changes made to the limit and the accounts and access methods that the limit will apply to.

The combined cash daily withdrawal limit for ATMs and EFTPOS cash-out withdrawals is \$1000 per day per card. You will be notified of any changes to our daily limits. The minimum and maximum withdrawal at other ATMs may be determined by the owner of that ATM.

For Internet Banking, a combined daily limit of \$5,000 will apply for External Transfers, Online Telegraphic Transfers, Business Payments, and for funds transferred using the "Other Suncorp Account" transfer type, unless we agree on another amount with you. Funds transferred using BPAY® and funds transferred to another of your Suncorp accounts using the "My Suncorp Account" transfer type (whether you hold this account alone or

with others), will not be included in the daily limit for Internet Banking. You will be notified of any changes to our daily limits.

4.3 Cash Availability

We can limit or vary the amount of cash you can withdraw from your account.

If you want to withdraw more than \$5,000 in cash at any time, you must let us know at least 24 hours in advance. You can tell us by contacting the branch where you wish to collect the cash, or by phoning 13 11 55. This is because we do not hold large amounts of cash in our branches. You can withdraw any amount without notice if you take the funds in the form of a cheque. We may charge a fee for this.

4.4 When are Deposits Available?

Cash deposits to your account will be available when we process them. This means that the cash deposit becomes part of your available balance which we allow you to withdraw.

If you deposit cheques or money orders to your account, the proceeds are generally not available until they have been collected in the manner outlined in clauses 3.2 and 3.4.

In some circumstances we may be able to give you earlier access to the deposited funds by arranging a special clearance (see clause 3.2.5). Please ask at the time of deposit if you want to be able to access the funds sooner. By making the funds available we do not guarantee clearance of the cheque.

4.5 Deductions We Can Make From Your Account

We can make deductions from your account allowed by law or under these Terms and Conditions including:

- (a) cash or cheque withdrawals;
- (b) government fees and charges (see clause 16.5);
- (c) any fees we charge or which we pay for you;
- (d) any interest due;
- (e) any electronic funds transfer transactions;
- (f) credit card transactions;
- (g) a direct debit authorised by you;
- (h) any transfers you make using Telephone or Internet Banking;
- (i) BPAY® transactions; and
- (j) other debit transactions and adjustments, including any deduction in exercise of our right of set off or account combination under clause 6.

If there is more than one deduction on any one day, we decide the order in which these are made.

4.6 Automatic Payments and Payments Between Institutions

You can ask to have money transferred to other accounts, between accounts, and to third parties, and to accounts with other institutions. We can charge a fee for these transfers if we agree to provide them.

Where the transfer is to or from another institution, we are not liable to you for any time taken before those funds are transferred to or from the other institution or if the transfer is not made. In some instances the funds may not be transferred until the second business day after a weekend or public holiday.

If you arrange to send a payment to us or ask us to send a payment to another institution we will direct the transaction electronically to the intended account using only the BSB and account number information you give us. The account name will not be used to validate that the transaction has been posted to the correct account.

It is your responsibility to ensure you provide the correct BSB and account number details when you request any transfer payment. We are not liable to you for transactions that are directed to an account number you give us that is incorrect.

We will keep transferring the agreed amount of money until:

- (a) you cancel the service in writing or by calling 13 11 55;
- (b) we get a letter from an appropriate authority stating that the account holder is insolvent or mentally unsound;
- (c) we get a letter saying the account holder died (if the account is in one name);
- (d) you tell us in writing to change the amount or frequency;
- (e) automatic payment has been unsuccessful on (3) three prior occasions;
- (f) you instruct us in some other manner and we agree; or
- (g) we elect to stop transferring the agreed amount.

We will only transfer moneys if there are enough cleared funds in the account. If there is only enough money to make some payments, we decide when and what payments to make. If you have insufficient funds in your account when an automatic payment is due we will try to make the payment for (3) three consecutive business days. If the payment is unsuccessful on the third consecutive business day, we will not make any further attempts to make that payment. We can charge you a fee (in addition to any other fees) when a transfer is unsuccessful. If your automatic payment can't be made for any other reason, we will advise you that the payment has failed. The Internet Banking daily transaction limit may prevent an automatic transfer from occurring (see section 23.8).

If we have been unable to successfully make your automatic payment on (3) three consecutive due dates we may cancel the authority and may not attempt to make further payments unless you provide us with a new authority to do so.

We are not liable if any payment or transfer is made, not made, cancelled or dishonoured by us.

4.7 Telegraphic Transfer - Overseas & Foreign Currency

Conditions:

- Suncorp ("the Bank") may use overseas banks ("correspondents") to act on its behalf for the purpose of this Telegraphic Transfer Application. The Bank assumes no responsibility for circumstances beyond its control. In the absence of its proven negligence, the Bank shall not be liable for any loss or damage suffered as a result of the Bank acting on these instructions in good faith.
- Subject to circumstances beyond the Bank's control (e.g. international communications failure and/or problems or delays in the processing of the Bank's payment message by the overseas bank), money sent overseas will normally be

available for payment to the beneficiary between two to five business days from when the Bank has processed your instructions. Payment of the transferred money to the beneficiary is the responsibility of overseas banks and the timing of the payment is therefore beyond the Bank's control. All enquiries to overseas banks concerning payments will be at the cost of the sender.

- If we have reasonable grounds for thinking that your overseas transaction breaks any laws applying at the time, we can refuse to process it.
- I/We acknowledge that, in order to complete this transaction, it will be necessary for the Bank to transfer certain personal information including my/our name and address outside Australia. I/We consent to such transfer.

Charges by Overseas Banks:

- In addition to any fees and charges levied by the Bank, the processing of this payment to the beneficiary will be subject to fees and charges imposed by overseas banks involved in the transaction. There may be more than one overseas bank involved, each of which may seek reimbursement for its services. The Bank will instruct overseas banks to deduct their fees from the payment. In some instances, the Bank may receive a rebate from the overseas bank for the reimbursement.
- Where such fees and charges are deducted, you must assume that the beneficiary will receive a lesser amount than the amount sent. If, for whatever reason the overseas bank fails to observe these instructions, the customer will reimburse the Bank for any fees or charges which an overseas bank may separately levy against the bank.

5. Foreign Currency Transactions

5.1 Exchange Rate

Transactions processed (including fees) in foreign currency may be converted to Australian dollars using the exchange rate specified by us, or our agent, at the time of processing.

For foreign currency transactions made using a VISA card, the exchange rate between the transaction currency and Australian dollar is a wholesale market rate selected by VISA from within a range of wholesale rates in effect on day prior to the processing date plus the percentage that we charge for Foreign Currency Conversion Fee.

We will not be responsible for any losses as a result of fluctuations in exchange rates between when the overseas transaction was effected or requested and when the exchange rate was applied.

5.2 Legal Requirements

Use of a card overseas is subject to any laws that apply. If we have reasonable grounds for thinking that your overseas transaction breaks any law applying at the time, we can refuse to process it.

5.3 Cheques Drawn Outside Australia

If you deposit a cheque to your account which is drawn on an overseas institution and that cheque is returned or dishonoured, you are liable for differences in the Australian dollar value of the cheque resulting from fluctuations in exchange rates between when the cheque was deposited to your account and when the cheque was returned or dishonoured.

We may choose to collect the amount of overseas cheques from the drawee bank prior to depositing the proceeds to your account. This is referred to as sending the cheques for collection.

5.4 Foreign Fees and Surcharges

Some overseas institutions may impose fees or a surcharge when you make a transaction with them or when an overseas cheque is to be paid. There may be more than one overseas bank involved, each of which may seek reimbursement for its services. We will instruct overseas banks to deduct their fees for their services from the payment. In some instances, we may receive a rebate from the overseas bank for that reimbursement. We are not liable for, nor shall we reimburse any such fee or charge including fees deducted from the value of a cheque, Telegraphic Transfers or Online Telegraphic Transfers. Where such fees and charges are deducted, you must assume that the recipient will receive a lesser amount than the amount sent. You will reimburse us for any fees or charges which an overseas bank may separately levy against us. By requesting this transaction you give us permission to debit these fees directly from your account.

5.5 Foreign Currency Transactions

- (a) Amounts on statements of account are expressed in Australian dollars unless another currency is indicated.
- (b) Foreign currency transactions are transactions made in a currency other than in Australian dollars and include a purchase or cash advance made outside Australia and transactions made in Australia in a foreign currency (eg. an Internet purchase).
- (c) If a cardholder makes a foreign currency transaction, the transaction will be converted to Australian dollars on the date it is processed by the card scheme.
- (d) The exchange rate between the transaction currency and Australian dollars is a wholesale market rate selected by VISA from within a range of wholesale rates in effect on day prior to the processing date plus the percentage that we charge for the Foreign Currency Conversion Fee.
- (e) If the transaction involves a Transfer, External Transfer, Online Telegraphic Transfer or Business Payment you should also have particular regard to the warnings in clauses 23 and 24 of this document.

6. Set-Off and Account Combination

You agree that we can set off and/or apply the credit balance of any account that you have with us against any debt owed by you to us, without your prior consent.

This does not apply to some accounts regulated by the Consumer Credit Code, where we will have all rights available to us at law.

If you have more than one account with us, we can combine these accounts (including accounts you own jointly with other people) if we need extra money to cover one of your transactions. For example, if you write a cheque and there are insufficient cleared funds to cover it in your account we can transfer money from another of your accounts to make up the difference. We can charge a fee for this service.

You should not assume that we will combine accounts ie. you should not overdraw one account when you have funds in another, as we may not combine these accounts.

7. Joint Accounts

7.1 How to Operate a Joint Account

A joint account is held by more than one person. All account holders need to agree on who has access to the account and how. We need this advice in writing.

If you have access to your account by a card, any one of you alone can operate the account.

If you have access to your account by a passbook only or a cheque book only, you can choose whether:

- (a) one or more of you is allowed to sign on your own to operate the account;
- (b) two or more of you must sign jointly; or
- (c) all of you must sign to operate the account.

If you have access to your account by passbook only or a cheque book only and you want to change how you can operate on the account then you must tell us. In some cases we may need all account holders to tell us and in some cases we may require you to tell us in writing. If one of you asks us to change the authority to operate so that all of you must sign, we may do so.

If we become aware of a dispute, we may change the way the account can be accessed and require that all of you must sign.

If one of you dies, any funds in the account belong to the remaining joint owners.

7.2 Stopping Operating on a Joint Account

The joint account cannot be accessed if any one of the account holders asks us in writing to stop transactions and we agree. After that, all account holders must agree in writing to any further transactions being done by any account holder or operator (except for deposits).

Where we stop transactions under this clause, all cards, Telephone Banking access, Internet Banking access and cheque books will be cancelled. Account holders must return all cards and unused cheques to us. Until these are returned, all account holders, together and as individuals, are responsible for all transactions and, subject to clauses 20.5 and 20.14 to 20.16 (inclusive), EFT transactions on the account, interest charges, fees and charges. This means that each account holder could be liable for the whole of any amount that is owed to us on the account.

8. Third Party Operators and Powers of Attorney

8.1 Appointing a Third Party to Operate

If we agree, you can appoint someone to open and access your accounts. To do this, you and that person must complete the correct form. The form specifies what the person you appoint can do and which accounts they can access. The person you appoint may be allowed to make deposits and withdrawals in branches, write cheques and conduct other transactions on the account, such as Telephone Banking or Internet Banking.

We can refuse to accept instructions from any person you appoint.

If you want to change or cancel the appointment of the person, you must complete a new form. The appointment will also cease if we are notified that you have died or have become mentally incapacitated.

8.2 Power of Attorney

You can appoint a person to be your attorney under a power of attorney to transact on your account.

We must have the original or an acceptable certified copy of the original Power of Attorney before an attorney can access an account.

You must tell us as soon as possible if you cancel or revoke the power of attorney, or if it otherwise ends. If you do not tell us about this, we will still be treating the power of attorney as current.

We can refuse to accept instructions from an attorney appointed by you.

8.3 Risks with Appointing Third Parties and Powers of Attorney

You appoint a third party operator or an attorney at your own risk.

You are responsible for any transactions that person makes on your account (including cheques drawn), even if you do not know about them.

You must not give your card, PIN, Telephone Access Code, any password or other secret code or access method we give you to the appointed person or anyone else. We may issue a card, PIN, Telephone Access Code, password or other secret code or access method to the appointed person if you have authorised a third party/attorney to operate your account. If you cancel the appointment of the person, you must recover any card or cheque book and return it to us. Until the card and or cheque book (if any) is returned to us and cancelled, you are responsible for transactions made using the card or cheque book.

We are not responsible for the third party/attorney or the way that a third party/attorney accesses an account. Subject to law, we are not liable for any loss or damage caused by a person you have authorised to operate on your account.

9. Trust Accounts

If you are the trustee of an account, you:

- (a) must act according to the terms of the trust and for the benefit of the trust and its beneficiaries;
- (b) must not misuse the trust funds or use any rights you have against the trust funds;
- (c) agree to these Terms and Conditions as trustee and in your own personal capacity;
- (d) must be the only trustee (unless we agree to something different in writing);
- (e) must not breach the terms of the trust for as long as you have the account.

All transactions must follow the trust's guidelines. You must be authorised as trustee to agree to these Terms and Conditions and any particular conditions.

Unless you tell us in writing to the contrary we will assume you are the only person who owns or otherwise has any interest in any account.

10. Companies, Partnerships and Incorporated Associations

If the account holder is a company, partnership or incorporated association we may accept requests from the company, partnership or incorporated association in the way the rules of the company, partnership or incorporated association or the law allows.

If any director, partner or authorised office holder requests that a hold be placed on the account, we can do this. We may require this request to be in writing. After that, the hold can only be removed or further transactions allowed, where we are instructed in writing:

- (a) for a company, by any two directors, unless it is a sole director company, in which case, where we are instructed in writing by the sole director;
- (b) for a partnership; by all current account signatories, in accordance with the rules of the partnership or as the law allows, as we in our absolute discretion decide;
- (c) for an incorporated association, by all current account signatories, in accordance with the rules of the incorporated association or as the law allows, as we in our absolute discretion decide.

If you request us to change the way an account is operated, you need to provide appropriate authority satisfactory to us, before we can make any changes. If we become aware of a dispute, we may place a hold on the account or change the way the account is operated.

11. Statements

11.1 When We Issue Statements

Statements are available on all deposit accounts except for passbook accounts and term deposits. If you have a term deposit or passbook access only, you may not receive statements. (Refer to clause 12 for information on passbooks).

At least once every 6 months, or where otherwise required by a law or code we will give you a statement showing all transactions on your account (except for passbook accounts and term deposits). We will not give you a statement if the law permits us not to do so.

You can ask for a statement of your account at any time. However, you must produce suitable identification. We will give the statement to you as soon as possible unless the law permits us not to do so. You can also ask for copies of previous statements. We can charge a fee to provide statements.

You can ask for a statement to be sent:

- | | |
|------------------|--------------------|
| (a) daily; | (d) monthly; |
| (b) weekly; | (e) quarterly; or |
| (c) fortnightly; | (f) each 6 months. |

You can tell us which option you prefer. You may be charged a fee if you choose to be provided with more statements than we usually provide on that type of account.

11.2 Errors on Statements, Mistakes and Unauthorised Transactions

You must read statements and other records of your accounts and either contact us on telephone number 13 11 55 or write to us promptly if there is a mistake, if information is missing or if statements show transactions you did not make.

If you detect an error or believe a transaction was not authorised by you or that an amount has been credited to your account that you may not be entitled to, you must notify us as soon as you become aware of the transaction.

Where moneys have been transferred by you from your account to another account by mistake, you are solely responsible in relation to correcting that error and any loss suffered.

Where moneys have been transferred to your account by someone else or you by mistake, you agree:

- (a) we may in our sole and absolute discretion disclose to the payer and the payer's bank, the name and number of your account where your account has been incorrectly credited;
- (b) in the event of a dispute we may pay the funds to a court pending resolution of any dispute;
- (c) we may in our absolute discretion on forming a reasonable opinion that your account has been incorrectly credited in error, freeze that amount in your account or reverse those funds from your account or deduct the amount of those moneys from your account.

We are not responsible for any loss you may suffer due to errors, inaccuracies or omissions in relation to authorised but mistaken instructions given to us for the operation of your account.

Investigation and resolution of credit card transactions are governed by the rules of the credit card schemes. Some other transactions are governed by the EFT Code.

We will comply with the requirements of any law, code or scheme applying to any disputed transaction.

12. Passbook Accounts

If you have a passbook, it is your record of all activity on your account.

It is important that you always produce it when you deposit or withdraw funds.

If your passbook is not updated we may cancel your passbook and instead, automatically issue statements recording your account activity. If we do this, we may send you a statement immediately and you will no longer be able to update your passbook.

If you wish to use Electronic Banking services from an account where a passbook is used to record account activity, you will have to cancel your passbook and request that we issue statements recording your account activity. This is to ensure we are able to comply with the EFT Code. We will then issue you with statements detailing your account activity and you will not be able to obtain a passbook.

13. Lost or Stolen Cards, Passbooks, Cheques or Secret Access Codes etc

If your card, passbook, cheque book, PIN, Telephone Access Code, Internet Banking Password, External Transfer Password or any password or secret code or any access method is stolen, lost or misused, or you suspect is being misused, **telephone us immediately. We may require you to confirm the details in writing.**

The Hotline number is 1800 775 020.

If you fail to notify us promptly when you become aware that your card, passbook, cheque book, PIN, Telephone Access Code, Internet Banking Password, any password or secret code or any access method is stolen, lost or misused, or you suspect is stolen, lost or being misused then, subject to clauses 20.5 and 20.14 to 20.16 (inclusive), you will be liable for any unauthorised transactions processed to your account.

Any items stolen must be reported to the police as the police report may be required by us if you wish to make a claim that a transaction on your account was not authorised by you.

14. Loan Offset Facility

Loan Offset facilities are only available while you have an eligible loan with us. You can find out more information about the types of loans which can be linked to an offset facility by calling 13 11 55, accessing our Internet site or from any branch.

A fee may be charged to link your offset facility to a loan. If you have selected a Loan Offset facility you will not be entitled to, and will not be paid interest on that account.

If you have a 100% Offset facility, the total balance of your linked account/s excluding any flexiRate balances, is fully offset against the balance of your linked loan before interest is charged on the reduced balance of that linked loan account.

If you have a partial offset facility, a lower interest rate is applied to the amount of your linked loan account balance which is equivalent to the total balance of your linked accounts, excluding any flexiRate balances.

The offset benefit is the difference between the interest (calculated at the annual percentage rate) which would have applied on your actual loan balance (had there been no offset) and the lower interest charge calculated after taking into account the balance of your offset account. The offset benefit is calculated each day based on the balance of your offset account at the time that interest is calculated on your loan (not the end of day balance). The lower interest charge accrues each day and is applied to your loan account whenever interest is debited. If your linked loan is in arrears, the offset benefit does not include any default interest which applies to your loan account. If you close or pay out your linked loan account, you will no longer be eligible for a loan offset facility.

If you have a Ready Access or Home Loan Reducer account and you close or pay out your linked home loan, you will no longer be eligible for an offset benefit. In this instance we will change your home loan offset account to a standard transaction account. We will give you notice before your home loan offset account is changed to a standard transaction account. Ready Access and Home Loan Reducer Offset Accounts are no longer offered.

15. Closing Your Account

You can ask us to close your account. Your account can only be closed in accordance with the authority to operate the account that we hold.

If more than one account holder is required to operate the account, then that number of persons is required to authorise the account to be closed. If you have deposited any cheques to your account, you cannot close your account until they have been cleared. If the account is a cheque account, you cannot close it or discontinue to have cheque book access if there are unrepresented cheques. You must return all unused cheques. If any cheques are presented to us after the account has been closed or cheque access discontinued, we may not pay them.

If a card or cards has/have been issued in respect of the account, we will not close the account until you have returned the card/all cards to us, and all outstanding transactions have been processed.

You must contact any relevant direct debit user and cancel any direct debit arrangements you have authorised and or any regular deductions made via a credit card scheme prior to the account being closed. If transactions are received after the account is closed, they will

be either returned or posted to the account. If we post them to your account we will notify you of the amount owing and you must pay us that amount.

You must pay us for any fees or interest that results from transactions being posted to your account after the account has been closed.

We can close your account immediately without telling you first if:

- (a) you break the Terms and Conditions;
- (b) you exceed your facility limit;
- (c) we have security reasons to do so or we have satisfied ourselves that there are other valid commercial reasons for doing so;
- (d) we need to by law;
- (e) you have given us false or misleading information; or
- (f) you act in a manner that in our reasonable opinion threatens the security of our staff or property or any other person.

Under other circumstances, we will give you reasonable notice if we intend to close your account.

If your account is closed, you agree to:

- (a) follow our rules for closing accounts;
- (b) complete any forms or indemnities we need;
- (c) return all cards, passbooks and unused cheques;
- (d) repay any reasonable costs we have in closing your account; and
- (e) meet any responsibilities you had under these Terms and Conditions and particular conditions before your account was closed.

When your account is closed, any credit balance and any accrued interest will be paid to you. If there are any outstanding fees, charges or other amounts owing to us we will deduct these first.

16. Fees and Charges

16.1 About Fees and Charges

When you use your account, cheque or card, we can impose a fee or charge. We can also impose a fee or charge to keep your account and on any transaction made to the account. In charging any fee or charge we will comply with:

- (a) the law;
- (b) the EFT Code (if applicable);
- (c) the Code of Banking Practice (if applicable).

You must pay these fees and charges when we specify in any agreement or earlier if we ask you to pay them.

16.2 Exemptions from Fees and Charges

In certain circumstances Suncorp may exempt customers or refund particular fees and charges. The circumstances when we may do this are outlined in the Schedule of Fees and Charges.

We can change the exemption and refund terms and conditions at any time.

16.3 Information and Queries About Our Fees and Charges

You can get information about our standard fees and charges and the fees and charges that apply to your account by phoning 13 11 55 or from any Suncorp branch or office.

There is a Schedule of Fees and Charges for each banking service.

Details of fees and charges for loans and credit facilities are included in your credit contract.

16.4 Changing the Fees and Charges

We can change, vary, add or remove fees and charges that apply to your account at any time. We will comply with any particular conditions in changing the fees and charges. We can also introduce new fees and charges.

16.5 Government Charges

In the future various governments may impose taxes, fees, charges and duties on accounts and transactions to accounts. If this occurs, you will be required to pay all such taxes, fees, charges and duties and your account statement will show government taxes, fees, duties and charges as a separate item and your account will be debited on the monthly anniversary of the opening date of your account.

17. Overdrawing

17.1 What is Overdrawing an Account?

Your account may become overdrawn for a number of reasons.

When the amount of withdrawals or other transactions posted to your account is more than the available balance in your account, your account will become overdrawn.

When items which have been deposited to your account are returned or dishonoured, your account may become overdrawn.

Because we may allow you to withdraw from your account, this does not mean the funds have been collected nor that we have provided credit with your prior agreement.

17.2 Dishonouring a Transaction

If you do not have enough cleared funds in your account to cover any transaction, we can dishonour the transaction, draw money from your other accounts or process the transaction to your account, even if this means that your account might become overdrawn.

We are not liable to you or any other person if we decide to process a transaction that overdraws your account or if we dishonour a transaction. We can decide on whether we pay or dishonour each transaction individually.

If we process a transaction to your account that results in the account becoming overdrawn we can charge fees and interest.

17.3 Your Responsibilities

Any deductions to your account should not be greater than the available balance of your account, unless we agree in writing. You must repay any overdrawn amount, including any fees or interest payable in accordance with clause 17.9 below. We can withdraw money from your other accounts to cover the amount overdrawn.

17.4 Disclosing your Details

You agree we can give information about you and your accounts to any credit reporting agency or other financial institution if you seek or obtain credit or overdraw your account.

17.5 Interest

If you overdraw an account which does not have a credit limit, we may charge interest on the unpaid daily balance at our Casual Overdraft Reference Rate for personal accounts and our Business Casual Overdraft Reference Rate for non-personal accounts. The current interest rates are available at any Suncorp branch, call 13 11 55, or visit www.suncorp.com.au.

Interest is charged to your account monthly in arrears. You must pay this interest when we ask you to.

17.6 Fees

We can charge a service fee for each time a transaction overdraws or continues to overdraw your account. We can charge an administration fee each month your account is overdrawn.

17.7 Securities and Mortgages

When we are legally entitled to do so, we can use any mortgage or other security we hold to secure any overdrawn amount. We do not have to release that mortgage or security until the overdrawn amount is repaid.

17.8 Costs of Recovery

You agree to pay reasonable enforcement expenses (including all legal costs on the higher of an indemnity or a solicitor and own client basis) we incur or sustain in recovering or attempting to recover overdrawn amounts.

17.9 Repayment

Where you make a transaction or draw a cheque and you do not have sufficient clear funds in your account to cover the transaction at the time it is processed, we may process the transaction in accordance with your original request. Also, we may let you overdraw your account without an express agreement. If we do either or both of these, you must repay the whole amount owing plus interest and fees when we ask for it or within 60 days from the time the account was overdrawn - whichever comes first.

If you do not repay the whole amount owing, we may take legal action against you.

18. Term Deposits

18.1 What is a Term Deposit?

A term deposit is money banked in an account for a fixed time.

18.2 Terms and Conditions

You agree to leave the deposit with us for the period of the term deposit.

The funds will be available the day the term matures.

Generally we agree not to change the interest rate for the period of the term deposit unless you break the fixed term early. If this happens, you may lose some or all of the interest. Any interest adjustment may be effected by us in the deduction of interest from the deposit.

18.3 Interest

Interest is calculated from the day you make the term deposit, up to the day of maturity (or before this if it is broken early)(see clause 2.6). At a minimum, interest will be paid annually.

18.4 Maturity and Renewal

At maturity, the term deposit will be renewed by us automatically for the same or similar period and at the then current interest rate unless you tell us not to or we do not offer term deposits for the same or similar periods. You should tell us in writing or by telephone before the term deposit matures if you want to make any changes. Negotiated term deposits do not automatically renew at maturity.

18.5 Payment

Subject to law, any money due to you at maturity may be paid to you or to the account you choose in the manner nominated by you or in the absence of any nomination by you, in a manner we decide at our discretion.

18.6 Our Right of Refusal

We can choose not to accept a term deposit at any time.

19. Cheque Facility

19.1 What is a Cheque Facility?

This is a payment facility where you can make payments from an account using a cheque book. You need to apply on our form for this. If we agree to provide you with a cheque facility, we will give you a cheque book. We will not give you a cheque facility unless you are 18 years of age or over.

19.2 Terms and Conditions

The terms and conditions in this clause 19 only apply to cheques drawn on your accounts with us.

You agree to write cheques only on the cheque forms that we give you, or on forms that have been approved by us.

When we receive a cheque written out by you, you acknowledge that the cheque is a request from you to pay funds from your account, even if the request results in your account becoming overdrawn.

You agree to write cheques only if you have enough cleared funds in your account to cover them. The date on the cheque must be the day the cheque was written.

In order to reduce the risk of unauthorised alterations being made to cheques you write, you should:

- (a) always complete all of the sections of the cheque form;
- (b) always complete each section of the cheque form as close to the existing wording as possible. For example, complete the dollar amount as close to the dollar sign as possible.

If you make a mistake when completing the cheque form, any alterations you make should be made clearly and initialled by you, or you should destroy the cheque and complete a new one.

19.3 Paying Cheques

We can decide to pay or not to pay a cheque, including a post dated or stale cheque. If you do not have enough available balance in your account to cover the cheque, we can dishonour the cheque, draw money from your other accounts or honour the cheque.

We can charge you a fee for this.

We are not liable to you or any other person if we decide to pay, not to pay, or treat a cheque, including a post dated cheque in any other way.

19.4 Stopping Payment on Your Cheque

You can stop payment of an unpaid cheque by completing our form for this (which may include an indemnity for loss) if we require a form or, if we agree, by telephone prior to the cheque being posted to your account.

19.5 Non-Payment of Cheques

Cheques presented after your account is closed or your cheque book is cancelled can be dishonoured. You must not write a cheque after we tell you not to. If you do, the cheque might be dishonoured and we may charge you a fee for this.

19.6 Cheque Books

We will issue you a new cheque book:

- (a) when you ask for one; or
- (b) after a set number of cheques are presented to us.

We can withdraw or stop the issue of a cheque book or demand that it is returned at any time.

19.7 Lost, Misused or Stolen Cheques and Cheque Books

As your account can be accessed by your cheque book, you should always keep it in a safe place. You must not leave signed blank cheques in your cheque book.

If your cheque book is stolen, lost or misused, **you must telephone us immediately and follow up with the details in writing. The Hotline number is 1800 775 020.**

19.8 Cheque Crossings

You cross a cheque by drawing two parallel lines on its front. A crossed cheque means the cheque must be paid into a bank account. Even when a cheque is crossed the payee can still transfer the payment to another person.

When you write “not negotiable” between the lines on a crossed cheque it is an extra safety measure. It means that when the cheque is transferred to another party, the person who obtains the cheque has the same rights as the person who transferred it to that person. For example, your cheque may be stolen and then passed on to an innocent third party. The innocent party may then obtain payment of the cheque. If the cheque is crossed “not negotiable” the innocent person never receives any rights to the cheque (or to payment) as the thief had no right to pass the stolen cheque to the innocent third party. In this case, you should be able to recover the amount paid on your cheque from the innocent third party.

When you cross a cheque and write the words “account payee only” between the lines, this tells the bank to pay the cheque only into the payee’s bank account.

If the words “or bearer” are written on the cheque, the person presenting the cheque for payment can be paid, even if it is not the payee or someone the payee has named in writing. If you cross out “or bearer” the cheque can only be negotiated by the payee or someone the payee has named in writing by endorsing the reverse of the cheque.

Suncorp will only pay cash to the payee if you tell us to do so. You may request Suncorp to pay cash to the payee of the cheque by writing the words “please pay cash”, accompanied by your signature, after the name of the payee on the cheque. Suncorp may refuse to pay the payee cash for any reason.

20. EFT Transactions

20.1 What is an EFT Transaction?

EFT stands for electronic funds transfer. EFT transactions are funds transfers initiated by giving an instruction, through electronic equipment and using an access method, to Suncorp (directly or indirectly) to debit or credit an account.

Examples of some EFT Transactions are when you use ATMs or EFTPOS to do your transactions, transactions completed using Telephone Banking or Internet Banking or BPAY® transactions.

You should know about the terms and conditions that apply to EFT Transactions before you use electronic equipment, your card or an access method.

Your “secret code” is your PIN, Telephone Access Code, Internet Banking Password, Internet Banking Customer ID, External Transfer Password or other secret code or particular access method we give you as your secret code.

20.2 Terms and Conditions

This clause 20 applies only to EFT transactions. If these provisions do not agree in any way with the other provisions concerning EFT transactions in this document or in any particular conditions, what is written in this clause applies unless those other provisions specifically say so.

Clause 20 does not apply to:

- (a) that part of a funds transfer which is the debiting of and transfer of value from; or
- (b) that part of a funds transfer which is the receipt of value and the crediting of that value to;

an account that is designed primarily for use by a business and established primarily for business purposes.

20.3 Signing Your Card

You must sign the panel on the card as soon as you get the card. Where a signature is required to authorise a transaction, we may not allow transactions to be processed if you do not sign the card.

20.4 Your Secret Code or Codes

Your secret code is a key to your account when you use certain electronic equipment. Your secret code is valuable and should be kept secret. This includes secret codes such as your PIN, Telephone Access Code, Internet Banking Password, Internet Banking Customer ID or External Transfer Password.

20.5 Reporting Lost, Stolen or Misused Cards or Secret Access Codes

If your card is lost, stolen or misused, or you think someone knows your secret code, telephone us immediately. **We may require you to confirm the details in writing.**

The Hotline number is 1800 775 020.

When you tell us your card has been lost, stolen or misused, you might be given a notification number. Keep this as evidence of the time and date you told us.

20.6 Guidelines for Selecting Your Secret Code

If we allow you to select your secret code, you should not select a numeric code that represents your date of birth, a series of consecutive or the same numbers of your driver's licence number or an alphabetical code that is a recognisable part of your name.

Your liability for losses arising from unauthorised transactions will be determined under the EFT Code (refer to clauses 20.14 to 20.16 (inclusive) of the Terms and Conditions).

20.7 Guidelines for Recording Your Secret Code

You can record your secret code to help you remember it but it must be reasonably disguised. You should NOT:

- (a) put your secret code on your card even if you disguise it;
- (b) reverse the order of the secret code;
- (c) say a disguised number is your secret code;
- (d) disguise your secret code as a telephone number;
- (e) replace your secret code with letters (e.g. A=1, B=2, C=3);
- (f) write numbers that contain the same sequence of numbers as your secret code;
- (g) record it on a computer or electronic device where it can easily be retrieved;
- (h) keep a record of it in close proximity to where it can be obtained with the access method (for example next to your card).

These are only examples. There are other ways that you should not use to disguise secret codes so as to make your secret code obvious to another person.

Your liability for losses arising from an unauthorised transaction will be determined under the EFT Code (refer to clauses 20.14 to 20.16 of the Terms and Conditions).

20.8 Deposits to an ATM

If we provide facilities which allow you to deposit at our ATMs we:

- (a) might not collect it immediately;
- (b) will not add it to your available balance until we check it;
- (c) must process and clear any cheques; and
- (d) in the event of any discrepancy between the amount you deposit and the amount we collect we will notify you of the difference as soon as possible.

20.9 EFT Transactions at Electronic Equipment

We can limit the amount of your EFT transactions using electronic equipment, your card or any access method we provide in any single transaction or in any set period (e.g. daily or weekly) or we can limit the total that can be withdrawn using a particular access method in any one day. The denomination of the notes you get is decided by the owner of the electronic equipment.

20.10 Using Your Card

You can use your card at financial institutions and merchants that accept your card.

You can use your card according to these Terms and Conditions and subject to any credit limit for:

- (a) cash advances and withdrawals from Suncorp electronic equipment or Suncorp branches;
- (b) cash advances and withdrawals from Non-Suncorp electronic equipment where the owner allows these transactions;
- (c) purchases from businesses where the owner allows purchases to be made by EFTPOS; and
- (d) making deposits in some Suncorp ATMs.

We are not liable if anyone refuses to accept or honour your card or for the quality, performance or other matters in relation to goods and services bought with your card unless this is required by law or a code or is covered by these Terms and Conditions.

You must resolve any complaint relating solely to goods or services (and not the underlying EFT transaction) with the person you purchased the goods and services from.

Your card will be invalid after the expiry date specified on the card.

20.11 Queries on EFT Transactions, Receipts and Sales Vouchers

If you have a question about the details on a transaction receipt relating to purchases from businesses using EFTPOS, contact our branch with the details. We may try to get a copy of the sales voucher for you from the business you dealt with or its financial institution. We can charge you a fee for this service. We are not liable if we can't get you this copy.

If you have a question about an EFT transaction (including any entry on a statement), take a note of the details and call 13 11 55 or contact any Suncorp branch as soon as possible.

We need to know details about the type of electronic terminal, location and problem experienced. We will investigate the problem and if we can't solve the problem immediately, we will tell you in writing of the steps we will take and how we intend to solve the problem.

If we have not finished our investigation within 21 days of receiving your complaint, we will tell you in writing that we need more time. If you are not satisfied with any decision that we make, you can contact our Customer Relations Unit. Our contact information is located under the Problems and Complaints clause of this document (clause 1.8).

20.12 Electronic Equipment Faults

If any electronic equipment used to effect an EFT transaction is faulty and you suffer any loss, you must telephone us immediately and follow up with the details in writing. We will look into the problem as soon as possible. You might have to give us more information if we need it. We will correct any errors made in your account and repay any associated fees or charges.

We are not liable if you can't make a transaction because the electronic equipment:

- (a) was not working properly and you should have been reasonably aware that it was not working properly;
- (b) did not recognise your card for any reason other than faulty electronic equipment;

- (c) kept your card for any reason other than faulty electronic equipment;
- (d) did not work because of your deliberate or negligent act;
- (e) was not used according to these Terms and Conditions or any particular conditions;
- (f) was faulty in a way that was outside our control or the electronic equipment owner's control and you should have been reasonably aware that it was faulty; or
- (g) was not designed to handle the kind of transaction you wanted to make.

20.13 Other Party's Terms and Conditions

Other financial institutions or merchants might add extra rules or limits on the way you use your card or on transactions you make with your card.

20.14 When You Are Not Liable for Any Losses

An unauthorised transaction, that is a transaction you do not authorise, does not include any transaction carried out by you or by anyone performing a transaction with your knowledge and consent.

Where you do not authorise a transaction, you will not be responsible for losses which are:

- (a) caused by fraudulent or negligent conduct of our staff or agents of ours or companies involved in networking arrangements or merchants or their agents or employees;
- (b) losses relating to any components of an access method that are forged, faulty, expired, or cancelled;
- (c) losses that arise from a transaction which required the use of any device or code forming part of your access method and that occurred before you received any device or code or reissued device or code; or
- (d) losses that are caused by the same transaction being incorrectly debited more than once to the same account.

You will not be liable for unauthorised transactions that occur after you have notified us that your card, PIN, Telephone Access Code, Internet Banking Password, Internet Banking Customer ID, External Transfer Password or any other access method or secret code that we gave you has been lost, stolen or misused or that the security of the access method or secret codes has been breached.

Where it is clear that you have not contributed to any loss caused by unauthorised transactions you will not be liable.

20.15 When You are Liable for Losses

Where clause 20.14 does not apply, you will be liable for losses resulting from unauthorised transactions in the following circumstances:

- (a) where on the balance of probability we can prove that you contributed to the losses through fraud;
- (b) where on the balance of probability we can prove you contravened our requirements outlined in clause 20.16;
- (c) where you unreasonably delayed notification to us after you became aware (or should have reasonably been aware) of the loss, theft or misuse of your card or secret code we gave you; or

- (d) where an access method involves more than one secret code and you contravene the requirements of clause 20.16 by voluntarily disclosing or keeping a record of one or more of the secret codes but not all the codes in the access method. You will only be liable under clause 20.15(d) if on the balance of probability your contravention of clause 20.16 was the dominant contributing cause of the losses.

The losses that you will be liable for will be the losses incurred before you told us that the secret code that we gave you has been lost, stolen or misused or that the security of the access method or secret codes has been breached.

In respect to losses arising from unauthorised transactions you will not be liable for :

- (a) that portion of losses incurred on any one day which exceeds any applicable daily transaction limit or any periodic transaction limit;
- (b) the portion of losses that exceeds the balance of that account (including any pre arranged credit limit);
- (c) all losses on an account where you had not previously agreed that account could be accessed using your card or secret code.

Where a secret code or access method was required to perform the unauthorised transactions and none of the circumstances outlined in clauses 20.14 and 20.15 apply, you will be liable for the lesser of:

- (a) \$150.00; or
- (b) the balance of those accounts (including any pre arranged credit limit) the unauthorised transactions were transferred from and which you agreed may be accessed by the use of your card, secret code or other access method used to perform the unauthorised transaction; or
- (c) the actual loss at the time you notified us that your card, secret code or any other access method had been misused, lost or stolen or that the security of the secret codes had been breached (excluding any loss which exceeds on any one day any applicable daily transaction limit or any periodic transaction limit).

In instances where we have not exercised our rights under any credit card scheme to charge back any unauthorised transactions pursuant to clause 21.5 you will not be liable for any amount greater than the amount you would have to have paid to us had we exercised those rights.

20.16 Our Requirements of You to Protect Your Account Against Unauthorised Transactions

You must:

- (a) never voluntarily disclose your PIN, Telephone Access Code, Internet Banking Password, External Transfer Password or any other access method or secret code to anyone, including a family member or friend; or
- (b) where the access method also utilises a device (for example your Card), not indicate one or more of the secret codes on the outside of the device, or keep a record of one or more of the secret codes (without making any reasonable attempt to protect the security of the secret code records) on the one article, or on several articles, carried with the device or liable to loss or theft simultaneously with the device; or
- (c) where the access method comprises a secret code or secret codes without a device, not keep a record of all the secret codes (without making any reasonable

attempt to protect the security of the secret code records) on the one article, or on several articles so that they are liable to loss or theft simultaneously; or

- (d) where we permit you to select or change a secret code (and, immediately before your selection or change of the secret code, we specifically instruct you not to select a numeric secret code which represents your birth date or an alphabetical secret code which is a recognisable part of your name and we warn you of the consequences of such a selection) not select such a numeric or alphabetical secret code; or
- (e) not act with extreme carelessness in failing to protect the security of all the secret codes.

For the purposes of this clause, a reasonable attempt to protect the security of a secret code record includes either or both of:

- (a) making any reasonable attempt to disguise the secret code(s) within the record;
- (b) taking reasonable steps to prevent unauthorised access to the secret code record.

Notwithstanding the conditions for the purposes of determining your liability for any losses resulting from unauthorised transactions using an electronic device and an access method we will comply with the requirements of the EFT Code.

20.17 Changes to EFT Terms and Conditions

We will tell you in writing at least 30 days before we change or vary the terms and conditions by:

- (a) introducing or increasing charges for electronic banking transactions or additional or replacement access methods including cards;
- (b) increasing your liability for losses in relation to electronic banking; or
- (c) restricting your ability to make electronic transactions on your account.

We can make other changes, variations, additions or deletions immediately and without telling you first except when this would be against the EFT Code or the law.

Subject to law, we can tell you about other changes in electronic banking by using:

- (a) a notice on or with your statement;
- (b) a notice on Automatic Teller Machines or at our branches;
- (c) by secure message services on our Internet Banking service (if you have agreed to this method);
- (d) press ads; or
- (e) a letter.

If we tell you using a notice on an ATM, at a branch or in the press, we may also include a notice before, with or on your next statement after the change, variation, addition or deletion takes effect.

20.18 Changing Your Secret Code

You can change your secret code whenever you wish. Contact us on 13 11 25 or at any branch and we will advise you how you can change your secret code.

For security reasons, you should change your secret code from time to time, however you must not change a secret code to the same number as another secret code we have given you.

21. Card Transactions

21.1 When These Terms and Conditions Apply

These special terms and conditions apply only to card transactions which you select to be processed by a credit card scheme (for example a VISA transaction). We will give you particular conditions relating to the account that can be accessed by using a credit card.

Some credit card transactions will also be EFT transactions within the meaning of clause 20.1. In such instances, where these credit card transactions special terms and conditions do not agree with the EFT transaction provisions contained in clauses 20.1 to 20.18 (inclusive), the EFT transaction provisions apply.

21.2 What is a Credit Card Transaction

A credit card transaction is defined in clause 1.4 and includes a transaction authorised or done by you to purchase goods or services from merchants displaying a credit card scheme symbol (such as VISA). You can also authorise or effect a credit card transaction to obtain cash from some ATMs that display a credit card symbol.

We may provide you with a credit card that displays a logo for the credit card scheme, a place for your signature and a credit card number. You can apply to have a credit card, which you can use to access one or more of your accounts with us. An account does not need to have a facility limit to be accessed by a credit card.

We can refuse to provide you with a credit card and also restrict the types of accounts that can be linked to a credit card.

When you authorise or effect a credit card transaction you agree to be bound by the rules of the credit card scheme.

21.3 Lost or Stolen Credit Cards

If your credit card is lost or stolen, or if you believe your card has or may be used to initiate transactions not authorised by you, **you must contact us immediately.**

The Hotline number is 1800 775 020.

You may be liable for unauthorised credit card transactions that occur prior to you reporting your card as lost or stolen.

We may charge a fee to replace lost or stolen cards.

21.4 How You Authorise a Credit Card Transaction

You can authorise or effect a credit card transaction to purchase goods and services from a merchant by providing your card (a card present transaction) and signing an appropriate transaction receipt.

You can also authorise a credit card transaction to purchase goods and services by quoting your card number only to some merchants who are authorised by their bank to process card not present transactions. (Card not present transactions are usually initiated by you using a telephone, mail order or the Internet).

You should not authorise a credit card transaction, particularly a card not present transaction where you are unsure or unaware of the quality, legitimacy and stability or permanence of the merchant.

You should also ensure you understand and agree with the merchant's policy on the return or refund of goods or services purchased.

21.5 Stopping/Cancelling a Recurring Transaction on a Visa Card.

A recurring transaction on a Visa Card can only be stopped or cancelled by the authorised cardholder. You need to contact the merchant and cancel your authority/instruction for the recurring transaction before it is processed. You should keep a record of the cancellation.

21.6 Chargeback Rights

You have different rights under the rules of the credit card schemes to dispute certain credit card transactions. Where you believe a transaction was not authorised or processed in accordance with your authority or there was some other problem with the transaction, the merchant you dealt with or the goods or services you purchased with your credit card, you may have a right to recover the value of the transaction in accordance with the rule of the appropriate credit card scheme.

If you authorise and request us to do so we will exercise any rights you have under the rules of the schemes.

21.7 Liability for Credit Card Transactions

IMPORTANT

If you wish to dispute a credit card transaction that has been processed to your account you must tell us within 120 days of the transaction being processed.

If the date you advise us is more than 120 days from when the transaction was processed we may not be able to recover the funds on your behalf unless the EFT Code applies to the transaction in which case there may be no time frames in certain circumstances.

You will be liable for unauthorised transactions if you unreasonably delay notifying us that your credit card has been lost or stolen or that your credit card may have been used to process transactions that are not authorised by you.

21.8 Authorisations of Your Credit Card Transactions

If an authorisation for a credit card transaction is obtained by a merchant or other person involved in the transaction, before the transaction is completed, the amount of available balance will be reduced by the amount of the authorisation.

22. Telephone Banking

22.1 When these Terms and Conditions Apply

These Telephone Banking special terms and conditions apply only to Telephone Banking and Telephone Banking transactions and are in addition to the terms and conditions contained in this document. Telephone Banking transactions are a form of non-cash payment facility and some Telephone Banking transactions will also be EFT transactions within the meaning of clause 20.1. In such instances, where these Telephone Banking special terms and conditions do not agree with the EFT transaction provisions contained in clauses 20.1 to 20.18 (inclusive), the EFT transaction provisions apply.

22.2 What is Telephone Banking?

Telephone Banking allows you access to some accounts and information through Suncorp Telephone Banking system.

If you wish to inquire about Telephone Banking contact us on:

- (a) existing accounts telephone 13 11 25;
- (b) new accounts and other banking services telephone 13 11 55.

22.3 Applying for Telephone Banking

In order to register for Telephone Banking, you will need to have a TAC or temporary TAC. You must be a registered Telephone Banking user to have a TAC or to get a temporary TAC. To get a temporary TAC to enable you to register for Telephone Banking simply call 13 11 55. Once our staff have identified you, you will be provided a temporary TAC.

Once you have a temporary TAC you can register for Telephone Banking by dialling 13 11 25, or a consultant will transfer you to the Telephone Banking number. You will then need to choose your TAC. Your TAC must be between 4 and 6 digits long. It cannot be:

- (a) a numeric code that represents your date of birth
- (b) your driver's licence number
- (c) a series of consecutive or the same numbers
- (d) one of Suncorp's telephone numbers beginning with 13 or
- (e) commence with a zero

22.4 Guidelines for using Telephone Banking

You can use Suncorp's Telephone Banking services by telephoning Suncorp on 13 11 25. When you use Telephone Banking services you agree that:

- (a) you are giving us instructions;
- (b) we can consider these instructions are from you;
- (c) you are liable for any transactions which occur except as indicated in clause 20.14;
- (d) we are not responsible for the operation of any telephone system other than our Interactive Voice Recognition ('IVR') system.

Telephone Banking instructions requiring the transfer of funds (including BPAY® payments) may not be carried out if there are insufficient funds in the relevant account.

We can cancel your access to Telephone Banking at any time. If we do this, we will tell you in writing as soon as possible. We can also delay or refuse to process your instructions.

22.5 If You Have a Question Regarding Telephone Banking

If you think there has been a mistake or a transaction you did not authorise, you must telephone us immediately on 13 11 55 and follow up with details in writing. Your concerns or any problems will be investigated in the same way as questions regarding EFT transactions (see clause 20.11).

22.6 Fees

When you use the Telephone Banking service, it may be counted as a transaction. Fees and charges may apply. These are listed in the Schedule of Fees and Charges which is available from any Suncorp branch, or by phoning 13 11 55.

22.7 Guidelines for Recording your Secret Access Codes

You can record your telephone access codes to help you remember them but they must be reasonably disguised. You should NOT:

- (a) put any telephone access code on your card even if you disguise it;
- (b) reverse the order of the telephone access code;
- (c) say a disguised number is your telephone access code;
- (d) disguise your telephone access code as a telephone number;
- (e) replace your telephone access code with letters (eg. A=1, B=2, C=3);
- (f) write numbers that contain the same sequence of numbers as your telephone access code;
- (g) record it on a computer or electronic device where it can easily be retrieved;
- (h) keep a record of it in close proximity to where it can be obtained with the access method (for example next to your computer).

These are only examples. There are other ways that you should not use to disguise telephone access codes so as to make your telephone access codes obvious to another person.

Your liability for losses arising from an unauthorised transaction will be determined under the EFT Code. (Refer to clauses 20.14 to 20.16 of the Terms and Conditions)

22.8 Account Information

Information provided by Telephone Banking about your account relates to transactions that we have processed and verified. Your Telephone Banking transactions will be processed in the normal course of business or at the times we tell you.

We are not responsible for delays, errors, inaccuracies, or omissions due to failure in a computer system, the telephone banking network, any telephone system, any other electronic system or ancillary equipment or any other circumstances beyond our control.

22.9 BPAY®

Suncorp is a member of the BPAY® Scheme. This means that you can ask us to make payments on your behalf to registered BPAY® Billers from any account which allows for BPAY® payments.

The terms and conditions that apply to BPAY® are found in these Terms and Conditions. You can obtain an additional copy from any Suncorp Branch or by phoning 13 11 55.

22.10 Particular conditions applying to bill payments via Telephone Banking

If your instruction to make a bill payment using BPAY® is made before 4:00p.m. Australian Eastern Standard Time on a business day, it will in most cases be treated as having been made on that same day or on the date in the future that you specify. Where your instructions are received after 4:00p.m. Australian Eastern Standard Time, in most cases the payment will be treated as having been made on the next business day or on the date in the future that you specify.

A payment may take longer to be credited to a Biller under the BPAY® Scheme if we receive your instruction on a day other than a business day or if another participant in the BPAY® Scheme does not process a payment as soon as they receive it.

You need to allow sufficient time for processing of bill payments.

22.11 Listen Only Access

If you ask us and we agree, we can provide Telephone Banking access to various accounts limited to “listen only” access.

Listen only access means you can authorise a person to have listen only access to Telephone Banking. This does not allow the person to perform any type of debit transaction, open or close the account, or make any changes to information on the account other than their own information.

When we agree to provide listen only access you also authorise that person to view transactional information, customer information and statement requests via any of our branches.

23. Internet Banking

23.1 What is Internet Banking

Internet Banking is a form of non-cash payment facility and some Internet Banking transactions may also be EFT transactions within the meaning of sub-clause 20.1. Internet Banking can be accessed via www.suncorp.com.au.

23.2 When These Terms and Conditions Apply

These Internet Banking special terms and conditions in this clause 23 apply only to Internet Banking and Internet Banking transactions. In such instances where these Internet Banking special terms and conditions do not agree with the EFT transaction provisions contained in clause 20, the EFT transaction provisions will apply. All the other terms and conditions that apply to your accounts still apply.

23.3 Accepting these Conditions

You accept and agree to be bound by these clause 23 conditions by clicking on the “I accept these conditions” button at the bottom of the Internet Banking registration screen or when you perform or try to perform a transaction using Internet Banking, whichever first occurs.

23.4 Registering for Internet Banking

In order to register for Internet Banking, you will need to have a TAC or temporary TAC. You must be a registered Telephone Banking user to have a TAC or to get a temporary TAC. To get a temporary TAC to enable you to register for Internet Banking simply call 13 11 55. Once our staff have identified you, you will need to select a TAC or be provided a temporary TAC.

Your TAC or temporary TAC must be between 4 and 6 digits long. It cannot be:

- (a) a numeric code that represents your date of birth
- (b) your driver’s licence number
- (c) a series of consecutive or the same numbers

Once you have a TAC or temporary TAC you can register for Internet Banking by going to the Suncorp web site located at www.suncorp.com.au. You will be required to enter either your TAC or temporary TAC and at least one of your Suncorp account numbers. You will then be asked to choose an Internet Banking Password (IBP) which will be used in the place of the TAC or temporary TAC in all subsequent Internet Banking Sessions.

Your IBP must be between 6 and 8 letters and/or numbers. It cannot be:

- (a) a numeric code that represents your date of birth
- (b) your driver's licence number
- (c) a series of consecutive or the same numbers
- (d) an alphabetical code that is a recognisable part of your name

After you have successfully registered for Internet Banking you will be given your Customer ID. You must remember your Customer ID as you will need to use it each time you logon to Internet Banking along with your IBP. This is the only place you will be given your Customer ID.

We may require you to use an additional access device or code to operate Internet Banking.

You will also need to have access to secure computing equipment with suitable software. Refer to the Internet Banking screen called Internet Banking Requirements for details. By accepting these clause 23 conditions you certify to us that you are only attempting to gain access to Internet Banking using secure computing equipment with suitable software.

We are not liable for any loss, damage or consequential loss or damage if you use or attempt to access Internet Banking without using suitable software.

23.5 Electronic Funds Transfer Code of Conduct

We agree to follow the rules of the Electronic Funds Transfer Code of Conduct for electronic banking transactions made in Australia and we give you a warranty that we will do so.

This does not apply to:

- (a) that part of a funds transfer which is the debiting of and transfer of value from; or
- (b) that part of a funds transfer which is the receipt of value and the crediting of that value to;

an account that is designed primarily for use by a business and established primarily for business purposes.

23.6 Your secret access codes

Your secret access codes are the key to your account when you use Internet Banking. Your secret access codes are valuable and should be kept secret. This includes secret access codes such as your TAC, Customer ID, Internet Banking Password, External Transfer Password or Security Token Code.

You will agree to tell us quickly and without delay by telephone by calling our Hotline number which is available 24 hours a day on **1800 775 020** if you think someone knows any of your secret access codes.

Your liability for losses arising from unauthorised transactions will be determined under the EFT Code. (Refer to clauses 20.14 to 20.16 of these Terms and Conditions)

23.7 Guidelines for Recording your Secret Access Codes

You can record your secret access codes to help you remember them but they must be reasonably disguised. You should NOT:

- (a) put any secret access code on your card even if you disguise it;
- (b) reverse the order of the secret access code;
- (c) say a disguised number is your secret access code;

- (d) disguise your secret access code as a telephone number;
- (e) replace your secret access code with letters (eg. A=1, B=2, C=3);
- (f) write numbers that contain the same sequence of numbers as your secret access code;
- (g) record it on any secure computing equipment where it can easily be retrieved;
- (h) keep a record of it in close proximity to where it can be obtained with the access method (for example next to your computer).

These are only examples. There are other ways that you should not use to disguise secret access codes so as to make your secret access codes obvious to another person.

Your liability for losses arising from an unauthorised transaction will be determined under the EFT Code. (Refer to clauses 20.14 to 20.16 of these Terms and Conditions).

23.8 Daily limits

Your daily limit is a security measure to limit the amount of money that can be transferred from any of your accounts. Daily limits apply to External Transfers, Online Telegraphic Transfers, Business Payments, and for funds transferred using the “Other Suncorp Account” transfer type. Funds transferred using BPAY® and funds transferred to another of your Suncorp accounts using the “My Account” transfer type (whether you hold these accounts alone or with others), will not be included in the daily limit.

The total of all Business Payments, External Transfers, Online Telegraphic Transfers and transfers using the “Other Suncorp Account” transfer type on any given day from all of your accounts must be less than your daily limit. If you attempt to perform a transaction that exceeds your daily limit, it may be rejected. Your daily limit will be \$5,000 unless we agree otherwise.

23.9 When you are not liable for any losses

An unauthorised transaction, that is a transaction you do not authorise, does not include any transaction carried out by you or by anyone performing a transaction with your knowledge and consent.

Where you do not authorise a transaction, you will not be responsible for losses which are:

- (a) caused by fraudulent or negligent conduct of our staff or agents of ours or companies involved in networking arrangements or merchants or their agents or employees;
- (b) losses relating to any components of an access method that are forged, faulty, expired, or cancelled;
- (c) losses that arise from a transaction which required the use of any device or code forming part of your access method and that occurred before you received any device or code or reissued device or code; or
- (d) losses that are caused by the same transaction being incorrectly debited more than once to the same account.

You may not be liable for unauthorised transactions that occur after you have notified us that your TAC, Customer ID, Internet Banking Password, External Transfer Password, Security Token Code, Security Token or any other access method or secret access code that we gave you has been lost, stolen or misused or that the security of the access method, Security Token or secret access codes has been breached.

Where it is clear that you have not contributed to any loss caused by unauthorised transactions you will not be liable.

23.10 When you are liable for losses

Where clause 23.9 does not apply, you will be liable for losses resulting from unauthorised transactions in the following circumstances:

- (a) where on the balance of probability we can prove that you contributed to the losses through fraud;
- (b) where on the balance of probability we can prove you contravened our requirements outlined in clause 23.11;
- (c) where you unreasonably delayed notification to us after you became aware (or should have reasonably been aware) of the loss, theft or misuse of your secret access codes or Security Token we gave you; or
- (d) where an access method involves more than one secret access code and you contravene the requirements of clause 23.11 by voluntarily disclosing or keeping a record of one or more of the secret access codes but not all the codes in the access method. (You will only be liable under this clause 23.10 (d) if on the balance of probability your contravention of clause 23.11 was the dominant contributing cause of the losses).

The losses that you will be liable for will be the losses incurred before you told us that the secret access code that we gave you has been lost, stolen or misused or that the security of the access method or secret access codes has been breached.

In respect to losses arising from unauthorised transactions you will not be liable for:

- (a) that portion of losses incurred on any one day which exceeds any applicable daily transaction limit or any period transaction limit;
- (b) the portion of losses that exceeds the balance of that account (including any pre-arranged credit limit);
- (c) all losses on an account where you had not previously agreed that account could be accessed using your secret access code.

Where a secret access code, Security Token or access method was required to perform the unauthorised transactions and none of the circumstances outlined in clause 23.9 or clause 23.10 apply, you will be liable for the lesser of:

- (a) \$150; or
- (b) the balance of those accounts (including any pre-arranged credit limits) the unauthorised transactions were transferred from and which you agreed may be accessed by the use of your secret access code or other access method used to perform the unauthorised transaction; or
- (c) the actual loss at the time you notified us that your secret access code, Security Token or any other access method has been misused, lost or stolen or that the security of the codes or token had been breached (excluding any loss which exceeds on any one day any applicable daily transaction limit or any period transaction limit).

In the instances where we have not exercised our rights under any credit card scheme to charge back any unauthorised transactions pursuant to these clause 23 conditions you will not be liable for any amount greater than the amount you would have to have paid to us had we exercised those rights.

23.11 Our requirements of you to protect your account against unauthorised transactions

You must:

- (a) never voluntarily disclose or give your TAC, Internet Banking Password, External Transfer Password, Security Token or any other access method or secret access code to anyone, including a family member or friend; or
- (b) where the access method uses a security token or other device, not indicate one or more of the secret access codes on the outside of the device, or keep a record of one or more of the secret access codes (without making any reasonable attempt to protect the security of the secret access code records) on the one article, or on several articles, carried with the device or liable to loss or theft simultaneously with the device; or
- (c) where the access method comprises a secret access code or secret access codes without a device, not keep a record of all the secret access codes (without making any reasonable attempt to protect the security of the secret access code records) on the one article, or on several articles so that they are liable to loss or theft simultaneously; or
- (d) where we permit you to select or change a secret access code (and, immediately before your selection or change of the secret access code, we specifically instruct you not to select a numeric secret access code which represents your birth date or an alphabetical secret access code which is a recognisable part of your name and we warn you of the consequences of such a selection) not select such a numeric or alphabetical secret access code; or
- (e) not act with extreme carelessness in failing to protect the security of all the secret access codes.

For the purposes of this clause, a reasonable attempt to protect the security of a secret access code record includes either or both of:

- (a) making any reasonable attempt to disguise the secret access codes within the record;
- (b) taking reasonable steps to prevent unauthorised access to the secret access code record.

Notwithstanding the conditions for the purposes of determining your liability for any losses resulting from unauthorised transactions using an electronic device and an access method we will comply with the requirements of the EFT Code.

23.12 Using Internet Banking

We are not responsible for the operation of any secure computing equipment (other than our systems) you use to transact using Internet Banking or the operation of any telephone system.

We can cancel or suspend your access to Internet Banking or any function or service incorporated in Internet Banking at any time. If we do this, we will tell you in writing as soon as possible. We can also delay or refuse to process your instructions.

Internet Banking instructions requiring transfer of funds (including BPAY® bill payments) may not be carried out if you do not have enough cleared funds in the relevant account. We will notify you on screen if this occurs while attempting to perform an immediate

transaction. We will notify you by secure message if this occurs if you have attempted to perform a future dated or recurring transfer or a transfer which requires two authorisations. If you give us instructions for more than one transfer and/or bill payment and/or business payment on a particular date, we will determine the order in which the payments are made on that day.

23.13 Electronic Communication

In accepting these clause 23 conditions you agree that we can provide you with any information required to be given to you by law or any code including the EFT Code by electronic communication, unless any law or code requires otherwise.

23.14 Account Information

Information provided by Internet Banking about your account relates to transactions that we have processed and verified. Your Internet Banking transactions will be processed in the normal course of business or at the times we tell you.

We are not responsible for delays, errors, inaccuracies, or omissions due to failure in any secure computing equipment, the telephone banking network, any telephone system, any other electronic system or ancillary equipment or any other circumstances beyond our control.

23.15 Security Token

- (a) Where your daily limit is \$10,000 or more, you must be issued with a Security Token, unless we agree otherwise. You cannot cancel your Security Token.
- (b) Where your daily limit is less than \$10,000 you can choose to have a Security Token issued to you. You can also choose to cancel your Security Token at any time by contacting us where your daily limit remains less than \$10,000.
- (c) To conduct an Online Telegraphic Transfer you must be issued with a Security Token.
- (d) A fee is payable for the issue of each Security Token.
- (e) If you have been issued with a Security Token, you must use the Security Token Code displayed on the Security Token at the relevant time, to log in to Internet Banking and to perform External Transfers, Online Telegraphic Transfers and Business Payments.
- (f) You must keep your Security Token safe and secure and advise us immediately if it is lost, stolen or misused. If it is lost, stolen or misused, we can cancel it and issue you with a temporary Security Token Code which is to be used for a limited period until we issue you with a new Security Token.
- (g) The Security Token will expire approximately 3 to 5 years from the time it is issued to you. We will notify you following the expiry of the Security Token in order to make arrangements for a new Security Token to be issued.

23.16 BPAY®

Suncorp is a member of the BPAY® Scheme. This means that you can ask us to make payments on your behalf to registered BPAY® Billers from any account which allows for BPAY® payments.

The terms and conditions that apply to BPAY® are found in these Terms and Conditions. You can obtain an additional copy from any Suncorp branch or by phoning 13 11 55.

23.17 Particular conditions applying to bill payments via Internet Banking

If your instruction to make a bill payment using BPAY® is made before 4:00p.m. Australian Eastern Standard Time on a business day, it will in most cases be treated as having been made on that same day or on the date in the future that you specify. Where your instructions are received after 4:00p.m. Australian Eastern Standard Time, in most cases the payment will be treated as having been made on the next business day or on the date in the future that you specify.

A payment may take longer to be credited to a Biller under the BPAY® Scheme if we receive your instruction on a day other than a business day or if another participant in the BPAY® Scheme does not process a payment as soon as they receive it.

You need to allow sufficient time for processing of bill payments.

23.18 External Transfers and Online Telegraphic Transfers

We will only agree to process a transfer of funds from an Account to an external financial institution or to an overseas bank account held with an external financial institution via Global Payments if you accept and comply with the particular conditions for External Transfers and Online Telegraphic Transfers. The conditions for External Transfers require you to use an External Transfer Password (ETP), or a Security Token to perform an External Transfer through the Internet Banking service. If you have been issued with a Security Token you must use the Security Token Code instead of an ETP. The conditions for Online Telegraphic Transfers require you to use a Security Token to perform an Online Telegraphic Transfer. **Daily Limits apply.**

23.19 Business Payments

A separate APCA ID is required for Business Payment Credit. You can apply to us for an APCA ID.

If your instructions to make a business payment using the Internet Banking service is made before 4:00 p.m. Australian Eastern Standard Time on a business day, it will in most cases be treated as having been made on that same day or on the date in the future that you specify. Where your instructions are received after 4:00 p.m. Australian Eastern Standard Time, in most cases the payment will be treated as having been made on the next business day or on the date in the future that you specify.

A payment may take longer to be credited to an account at another financial institution if we receive your instructions on a day other than a business day or if the other financial institution does not process a payment as soon as they receive it.

You need to allow sufficient time for processing of business payments.

Daily, account and personal limits may apply to business payments credit files. Period, file and transaction limits will apply to business payment debit files. Details of these limits and full terms and conditions relating to business payments are contained in the Suncorp Business Accounts Product Information Document available by contacting us on 13 11 55 or from any Suncorp branch.

23.20 WARNING – Transfers, External Transfers, Online Telegraphic Transfers and Business Payments

We are not responsible for any loss suffered if the account numbers, BSB, Bank Codes or amounts of transactions you authorise are incorrect or invalid or if you authorise transactions more than once in error. If you authorise a payment from your account that contains an error which results in the bank not being able to process the transaction it will be rejected and you will need to attempt the transaction again when you have obtained all the correct information. When it is reprocessed, this may result in a different exchange rate being applied to the transaction if it is a foreign currency transaction, which potentially could mean a loss to you. We are not responsible for any such loss.

The account name of the account funds are being transferred to will not be used by us when transferring funds. The funds will be transferred to the account number provided regardless of whether the account name matches the account number.

You must check the details of each External Transfer, Online Telegraphic Transfer, and each transaction in a business payment and ensure that the accounts, BSB, Bank Codes, and amounts are correct. All details of Online Telegraphic Transfers must be checked before submitting.

Once you authorise transactions to be processed generally we will not be able to stop, withdraw, suspend or delete the transfer, change any details or recover the funds.

If a transfer cannot be processed by the receiving financial institution, the funds will be returned to your account. This may take approximately 3 business banking days but can take longer depending on the other financial institution.

23.21 Signatories

Accounts with signing instructions of “any two signatories to sign” to authorise a transaction can use the Internet Banking service, except for an Online Telegraphic Transfer.

Once a transaction has been set up by a signatory it will await approval within Internet Banking from the second account signatory. This approval cannot be provided by Mobile Phone banking. The transaction will not be successfully processed until it has been authorised by two signatories. If a transaction is still awaiting approval on the next payment date you requested, it will not be processed and will be deleted from Internet Banking.

Where there are multiple signatories on an account, the authorisation of any (2) two will be accepted and the transaction processed.

Appropriate signatories will be advised on the Internet Banking homepage of any transactions awaiting approval within Internet Banking.

For Business Payments, any transaction awaiting approval from a second signatory 14 days after the transaction was set up, will not be processed and will be deleted.

23.22 View Only Access

If you ask us and we agree, we can provide Internet Banking access to various accounts limited to “view only” access.

View only access means you can authorise a person to have access to Internet Banking on a view only basis. This means that they will be able to view account information only. This does not allow the person to perform any type of debit transaction, open or close the account, or make any changes to information on the account other than their own information.

When we agree to provide view only access you also authorise that person to view transactional information, customer information and statement requests via any of our branches.

23.23 Problems with Internet Banking

If you think there has been a mistake or a transaction you did not authorise, you must phone us immediately on 13 11 55 and follow up with details in writing or by secure message. Your concerns or any problems will be investigated in the manner outlined in these Terms and Conditions.

To assist in obtaining a prompt resolution to the problem, please give us clear instructions as to the account number and Biller codes of any person or Biller involved in the problem and provide any supporting documentation which will assist in our investigation.

23.24 Fees

Fees apply for External Transfers, Online Telegraphic Transfers, business payments and Security Tokens.

Government fees and charges, and standard account and transaction fees still apply. Full details of fees and charges are available from any Suncorp Branch, or by phoning 13 11 55.

We can introduce new fees and charges and change fees and charges that apply to Internet Banking, at any time. Where we have to give you notice of any new fees or charges we will do so.

23.25 Changes

We can change these clause 23 conditions and particular conditions at any time. We will notify you of these changes where we are required to do so by law. You will be notified of any new fees and charges 30 days before they are introduced. New services will generally be advertised in national newspapers on or before the day they are implemented.

23.26 Restrictions

At any time we may restrict the types of accounts that can use Internet Banking or we may change or restrict your use of or access to Internet Banking by any secure computer equipment. In addition, we may restrict the availability of some Internet Banking functions (eg BPAY®, External Transfers, Online Telegraphic Transfers, Business Payments) to particular types of accounts or secure computer equipment.

23.27 Definitions

In these clause 23 conditions a reference to the singular include the plural and vice versa. A reference to “we”, “us” or “our” means Suncorp.

A reference to “you” or “your” means each person separately and jointly who is an account owner or authorised to transact on an account.

In these clause 23 conditions words in italics have the following meanings:

- An “account” includes any of the following accounts with Suncorp:
- a savings account
- term deposit
- a cheque or card account
- an account which has a facility limit
- a loan account
- another account which we allow you to withdraw and deposit money
- a lease
- an equipment finance facility
- a guarantee facility.
- “Australian Eastern Standard Time” means the time in Brisbane, Australia.
- “Bank Code” is similar to a BSB number and is used to identify financial institutions (Not all banks have a Bank Code).
- “business day” means a day which is Monday to Friday excluding national public holidays.
- “card” means the card we give you to use with or without your PIN at an electronic terminal and includes any debit or credit card we give you.
- “clause 23 conditions” means these terms and conditions in clause 23 which apply to Internet Banking.
- “Customer ID” means the secret number we give you that you are required to enter electronically in order to use Internet Banking.
- “EFT Code” means the Electronic Funds Transfer Code of Conduct.
- “external financial institution” means a participating member of the Bulk Electronic Clearing System (B.E.C.S.) other than Suncorp.
- “External Transfer Password” or “ETP” means your External Transfer Password that we issue to you.
- “External Transfer” means a transfer of funds to an account held with an external financial institution.
- “Global Payments” means the system that processes Online Telegraphic Transfers via Internet Banking.
- “Internet Banking” means the Internet site provided by Suncorp that enables you to do transactions.
- “Internet Banking Session” means each period that you have logged on to Internet Banking to perform transactions. An Internet Banking Session finishes when you successfully trigger the “log-off button” on the Internet Banking screen.
- “Internet Banking Password” or “IBP” means your Internet Banking Password chosen by you.
- “Mobile Phone banking” means internet banking accessed by a mobile phone.
- “Online Telegraphic Transfer” means a Telegraphic Transfer sent via Global Payments.
- “PIN” means your Personal Identification Number you use to transact at Automatic Teller Machines or using EFTPOS.

- “secret access codes” means all of the TAC, IBP, ETP, Customer ID and Security Token code or any one or more of them or any other secret access code prescribed or required by us other than a PIN.
- “secure message” means an electronic mail message sent to us by you from within your secure Internet Banking Session, or by us to you to retrieve from within your secure Internet Banking Session.
- “secure computing equipment” includes set top boxes, computers, games consoles, televisions, mobile phones or any other equipment that may be used to access Internet Banking and you believe is managed and used in a secure way. This may include but is not limited to:
 - installing reputable firewalls, anti-spam or anti-virus software;
 - regularly installing vendor supplied security patches;
 - limiting the installation of software from unknown sources; and
 - requiring users of the computing equipment to follow secure computing equipment user guides. For more information go to www.suncorp.com.au
- “Security Token” means a small electronic device which generates a Security Token Code.
- “Security Token Code” means the random code generated by a Security Token, which changes approximately every 60 seconds and includes any temporary Security Token Code that is issued by us under clause 15(e) of these conditions.
- “suitable software” means versions of operating system, firewall, anti-spam, anti-virus and web browser software that is presently supported by the software vendor.
- “Suncorp” means Suncorp-Metway Ltd ABN 66 010 831 722 its successors and assigns.
- “TAC” means your telephone access code.
- “Telegraphic Transfer” means a funds transfer sent electronically to an overseas bank account held with an external financial institution.
- “Telephone Banking” means the telephone banking service provided by Suncorp.
- “temporary TAC” means your temporary telephone access code which enables you to register for Internet Banking.
- “transaction” means any transaction we allow to be performed or carried out using Internet Banking.

24. External Transfers via Internet Banking and Online Telegraphic Transfers

24.1 What is an External Transfer and an Online Telegraphic Transfer

Using Internet Banking to make an External Transfer allows you to transfer funds to accounts at other financial institutions. Using Internet Banking to make an Online Telegraphic Transfer allows you to transfer funds via Global Payments to an overseas bank account held with an external financial institution. To perform External Transfers you will require a Security Token or an External Transfer Password (ETP) which you will need to use each time you perform a transfer to an external financial institution. To perform

an Online Telegraphic Transfer you will require a Security Token which you will need to use each time you perform an Online Telegraphic Transfer. External Transfers and Online Telegraphic Transfers may also be EFT Transactions within the meaning of Clause 20.1.

In such instances where these External Transfer and Online Telegraphic Transfer special terms and conditions do not agree with the EFT transaction provisions contained in clause 20, the EFT Transaction provisions will apply.

24.2 When These Terms and Conditions Apply

These External Transfer and Online Telegraphic Transfer special terms and conditions in Clause 24 apply only to External Transfers and Online Telegraphic Transfers made using Internet Banking and the use of an ETP or security token on the Internet Banking service. All other terms and conditions that apply to your accounts still apply.

24.3 Accepting These Conditions

You accept and agree to be bound by these clause 24 conditions by;

- marking the relevant acceptance box on our Internet web site and for an external transfer, effecting a transaction using an ETP, whichever occurs first, or
- marking the relevant acceptance box on our Internet web site and, for an Online Telegraphic Transfer, effecting a transaction using your security token, whichever occurs first.

24.4 Obtaining your ETP for External Transfers and your Security Token for Online Telegraphic Transfers

For External Transfers, after you have read and accepted these clause 24 conditions by marking the relevant acceptance box on our Internet web site you will be required to contact the Customer Service Team on 13 11 55 to verify your identity.

You will then be issued with an ETP by mail. Suncorp reserves the right to refuse to issue an ETP. Suncorp may withdraw or modify access to External Transfers at any time without notice. We can limit the maximum transaction amount. You will be notified at the time of attempting a transaction which exceeds the transaction limit and asked to contact the Customer Service Team. Successful applicants will be issued with an eight character ETP. The ETP will be generated automatically via a secure process and sent to you in the post in a sealed envelope. No Suncorp staff will have access to your ETP at any stage of processing and you will not be asked for your ETP by Suncorp staff at any time.

If you have not received your ETP within 10 days, please contact our Customer Service Team on 13 11 55.

For Online Telegraphic Transfers, after you have read and accepted these clause 24 conditions by marking the relevant acceptance box on our Internet web site, you will require a Security Token. A fee applies. You can order a Security Token on the Internet website via the Security option. Once you have activated your Security Token, you can process Online Telegraphic Transfers.

24.5 Security

Your ETP, or Security Token, in conjunction with your Customer ID and Internet Banking Password, are the keys to performing External Transfers via Internet Banking and Online Telegraphic Transfers, just like a PIN.

You must comply with the Internet Banking terms and conditions relating to the security and recording of secret access codes in relation to your ETP and Security Token.

You will not be asked for your ETP by a Suncorp staff member.

24.6 Protecting your ETP

You can change your ETP whenever you wish by marking the relevant acceptance box on our Internet web site and sending the relevant secure message on that site to Suncorp. Your old ETP will be deactivated as soon as your application is processed by us and a new ETP will be issued via the process described in clause 24.4.

Your ETP can be deactivated at any time by contacting us. We will deactivate the ETP after positively identifying you as the legitimate holder of that ETP.

You should contact us on 13 11 55 and request that your ETP be deactivated if you suspect that there has been an unauthorised transaction on your accounts. You should check your accounts regularly and report any unauthorised transactions immediately.

24.7 Your Liability

You are liable for any unauthorised transactions as provided in the Internet Banking terms and conditions.

If you believe that an unauthorised transaction has been made or know or suspect that someone else knows any of your secret access codes, you should contact us immediately and request that your ETP is deactivated.

24.8 Problems with Internet Banking

You should check your accounts and statements regularly. If you think there has been a mistake or a transaction you did not authorise, you must phone us immediately on 13 11 55 and follow up with details in writing or by secure message. Your concerns or any problems will be investigated in the manner outlined in these Terms and Conditions.

To assist in obtaining a prompt resolution to the problem, please give us clear instructions as to the account numbers and Biller codes of any person or Biller involved in the problem and provide any supporting documentation which will assist in our investigation.

24.9 Fees

Fees may apply for External Transfers, Online Telegraphic Transfers and business payments.

Government fees and charges, and standard account and transaction fees also apply. Full details are available from any Suncorp branch, or by phoning 13 11 55. We can introduce new fees and change fees that apply to this service.

24.10 Changes

We can change these conditions. We will notify you of any changes in the manner required by law.

24.11 External Transfers and Online Telegraphic Transfers

To perform an External Transfer or Online Telegraphic Transfer once you have registered for Internet Banking, you need to follow our current procedures.

If your instruction to make an External Transfer or Online Telegraphic Transfer is made before 4:00 pm Australian Eastern Standard Time on a business day, it will in most cases be treated as having been made on that same day or for External Transfers on the date in the future that you specify. Where your instructions are received after 4:00 pm Australian Eastern Standard Time, in most cases the payment will be treated as having been made on the next business day or on the date in the future that you specify.

An External Transfer or Online Telegraphic Transfer may take longer to be credited if we receive your instruction on a day other than a business day or if the external financial institution does not process a payment as soon as they receive it.

You need to allow sufficient time for processing of External Transfers and Online Telegraphic Transfers. Suncorp does not check that the account number, BSB, Bank Codes or account name correlate. It is your responsibility to ensure that all these details are correct and current.

Limits apply. Refer to clause 23.8 of the Terms and Conditions for Suncorp Accounts.

24.12 Business Payments

You will not have access to the business payment credit functionality within Internet Banking until you have completed the External Transfer Application form and been issued with an ETP or unless you have a Security Token.

24.13 Warning - External Transfers, Online Telegraphic Transfers and Business Payments

We are not responsible for any loss suffered if the account numbers, BSB, Bank Codes or amounts of transactions you authorise are incorrect or invalid or if you authorise transactions more than once in error. If you authorise a payment from your account that contains an error which results in the bank not being able to process the transaction it will be rejected and you will need to attempt the transaction again when you have obtained all the correct information. When it is reprocessed, this may result in a different exchange rate being applied to the transaction if it is a foreign currency transaction, which potentially could mean a loss to you. We are not responsible for any such loss.

You must check the details of each External Transfer, Online Telegraphic Transfer and each transaction in a business payment and ensure that the accounts, BSB, Bank Codes and amounts are correct.

Once you authorise transactions to be processed we will not be able to stop, withdraw, suspend or delete the transfer, change any details or recover the funds.

Subject to circumstances beyond our control (e.g. international communications failure and/or problems or delays in the processing of the Bank's payment message by the overseas bank), money sent overseas will normally be available for payment to the recipient at a minimum of two to five business days from when we have processed your instructions. Payment of the transferred money to the recipient is the responsibility of overseas banks and the timing of the payment is therefore beyond our control. All enquiries to overseas banks concerning payment will be at the cost of the sender.

In order to complete an Online Telegraphic Transfer, it will be necessary to transfer certain personal information including your name and address outside of Australia. If a transfer is not able to be processed by the receiving financial institution, the funds will be returned to your account. This may take approximately two to five banking business days but can take longer depending on the other financial institution.

Foreign funds returned to us for any reason will be converted to Australian Dollars using our applicable carded exchange rate on the day the funds are credited to the remitter's account specified in the initial Online Telegraphic Transfer instructions.

We may use overseas banks ("correspondents") to act on our behalf for the purpose of remitting Online Telegraphic Transfers. We assume no responsibility for circumstances beyond our control. In the absence of proven negligence, we shall not be liable for any loss or damage suffered as a result of acting on these instructions in good faith.

24.14 Definitions

In these conditions a reference to the singular includes the plural and vice versa.

A reference to "we", "us" or "our" means Suncorp.

A reference to "you" or "your" means each person separately and jointly who is an account owner or authorised to transact on an account.

In these clause 24 conditions the following words have the meanings specified:

- An "account" is:
 - a savings account
 - a cheque or card account
 - an account which has a facility limit held with Suncorp.
- "Bank Code" is similar to a BSB number and is used to identify financial institutions (Not all banks have a Bank Code).
- "Customer ID" means the secret number we give you that you are required to enter electronically in order to use Internet Banking.
- "external financial institution" means a participating member of the Bulk Electronic Clearing System(BECS) other than Suncorp.
- "External Transfer" means the transfer of funds to an account held with an external financial institution.
- "External Transfer password" or "ETP" means the eight character password which is issued by Suncorp to you which is required to make an External Transfer.
- "Global Payments" means the system that processes Online Telegraphic Transfers via Internet Banking.
- "Internet Banking" means the Internet site provided by Suncorp that enables you to do transactions.
- "Online Telegraphic Transfer" means a Telegraphic Transfer sent via Global Payments.
- "secret access codes" means all of the TAC, Internet Banking Password, ETP and Customer ID or any one or more of them or any other secret access code prescribed or required by us.

- “secure message” means an electronic mail message sent by us to the email address you have provided to us or by you to us to the email address we advise you.
- “security token” means a small electronic device which generates a Security Token Code.
- “security token code ” means a random code generated by a security token, which changes approximately every 60 seconds and includes any temporary security token code that is issued by us under clause 15(e) of these conditions.
- “Suncorp” means Suncorp-Metway Limited A.B.N. 66 010 831 722 its successors and assigns.
- “TAC” means your telephone access code.
- “Telegraphic Transfer” means a funds transfer sent electronically to an overseas bank account held with an external financial institution.
- “transaction” means any transaction we allow you to perform using Internet Banking.

25. BPAY®

25.1 When These Terms and Conditions Apply

These BPAY® special terms and conditions in this clause 25 apply only to BPAY® transactions and are in addition to the Terms and Conditions contained in this document. BPAY® is a form of non cash payment facility and some BPAY® transactions may also be EFT transactions within the meaning of clause 20.1. In such instances, where these BPAY® special terms and conditions do not agree with the EFT transaction provisions contained in clauses 20.1 to 20.18 (inclusive), the EFT transaction provisions apply.

25.2 What is the BPAY® Scheme?

BPAY® is an electronic payments scheme through which you can ask us to make payments to billers from any account that allows BPAY® payments.

25.3 How to Use the BPAY® Scheme

To access the BPAY® Scheme select the BPAY® menu option from within Telephone Banking or Internet Banking (after you have become a registered user). Then simply follow the prompts that will guide you.

BPAY® payments can be made from your cheque, savings or some credit card accounts. Some billers do NOT accept credit card payments.

When you tell us to make a BPAY® payment we will debit the account you specify with the amount of that BPAY® payment.

When you make a BPAY® payment, it may be counted as a transaction and fees and charges may apply. These are listed in the Schedule of Fees and Charges which is available from any Suncorp branch, or by phoning 13 11 55.

If a mistaken or erroneous payment is made, it does not extinguish or reduce the original debt owed.

25.4 Information You Must Give Us

The information you must give us to instruct us to make a BPAY® payment once you have selected the BPAY® menu option is:

- (a) the biller code from the bill;
- (b) your customer reference number (e.g. account number) with that biller; and
- (c) the amount you want to pay;

You acknowledge that we shall not be obliged to make a BPAY® payment if you do not give us all of the above information or if any of the information you give us is inaccurate.

25.5 Payment Processing Times

If your instruction to make a bill payment using BPAY® is made before 4:00 pm Australian Eastern Standard Time (payment cut-off time) on a business day, it will in most cases be treated as having been made on that same day or on the date in the future that you specify. Where your instructions are received after 4:00 p.m. Australian Eastern Standard Time, in most cases the payment will be treated as having been made on the next business day or on the date in the future that you specify.

25.6 Stopping a Payment

We are unable to stop a BPAY® payment once you have instructed us to make that BPAY® payment through our Telephone Banking or Internet Banking system.

You should notify us immediately 13 11 55 if you become aware that you may have made an error when instructing us to make a BPAY® payment, or if you did not authorise a BPAY® payment that has been made from your account. Billers who participate in the BPAY® Scheme have agreed that a BPAY® payment you make will be treated as received by the biller to whom it is directed:

- (a) on the date you make that BPAY® payment, if you tell us to make the BPAY® payment before our Payment cut-off time on a banking business day; or
- (b) on the next banking business day, if you tell us to make a BPAY® payment after our payment cut-off time on a banking business day, or on a non-banking business day;
- (c) on the following business day to the future dated bill date.

We can refuse to process a BPAY® payment or discontinue providing BPAY® at any time. If we do this, we will tell you in writing as soon as possible. We can also delay or refuse to process your instructions.

25.7 Delay

A delay might occur in processing a BPAY® payment where:

- (a) there is a public or bank holiday on the day after you tell us to make a BPAY® payment;
- (b) you tell us to make a BPAY® payment either on a day which is not a banking business day or after the payment cut-off time on a banking business day;
- (c) another financial institution participating in the BPAY® Scheme does not comply with its obligations under the BPAY® Scheme; or
- (d) a biller fails to comply with its obligations under the BPAY® Scheme.

While it is expected that any delay in processing a BPAY® payment will not continue for more than one banking business day, any such delay may continue for a longer period.

A payment may take longer to be credited to a biller under the BPAY® Scheme if we receive your instruction on a day other than a business day or if another participant in the BPAY® Scheme does not process a payment as soon as they receive it.

You need to allow sufficient time for processing of bill payments.

25.8 Mistake as to Amount

You must be careful to ensure that you tell us the correct amount you wish to pay.

If you instruct us to make a BPAY® Payment and you later discover that:

- (a) the amount you told us to pay was greater than the amount you needed to pay, you must contact us so that we can take steps to try and obtain a refund of the excess; or
- (b) the amount you told us to pay was less than the amount you needed to pay, you can make another BPAY® payment for the difference between the amount actually paid to a biller and the amount you needed to pay.

25.9 Liability for Mistaken Payments, Unauthorised Transactions and Fraud

We will attempt to make sure that your BPAY® payments are processed promptly by the participants in the BPAY® Scheme, including those billers to whom your BPAY® payments are to be made. You must tell us promptly if:

- (a) you become aware of any delays or mistakes in processing your BPAY® payments;
- (b) you did not authorise a BPAY® Payment that has been made from your account; or
- (c) you think that you have been fraudulently induced to make a BPAY® payment.

We will attempt to rectify any such matters in relation to your BPAY® Payments. However, except as set out in these Terms and Conditions, we will not be liable for any loss or damage you suffer as a result of using the BPAY® Scheme or making or not making a payment.

25.10 When We Can Suspend Your Right to Use BPAY®

We may suspend your right to participate in the BPAY® Scheme at any time.

The circumstances in which we may suspend your right to participate may include if:

- (a) you are in breach of our Terms and Conditions;
- (b) we have security or other valid reasons for doing so;
- (c) we suspect you of fraudulent or inappropriate behaviour;
- (d) you have given us false or misleading information; or
- (e) we need to by law.

25.11 When a Biller Cannot Process a Payment

If we are advised that your payment cannot be processed by a biller, we will:

- (a) advise you of this;
- (b) credit your account with the amount of the BPAY® Payment; and
- (c) take all reasonable steps to assist you in making the BPAY® Payment as quickly as possible.

26. Direct Debits

26.1 When These Terms and Conditions Apply

These Direct Debit special terms and conditions apply only to Direct Debit transactions and are in addition to the Terms and Conditions contained in this document. Direct Debits are a non cash payment facility and some Direct Debit transactions may also be EFT transactions within the meaning of clause 20.1. In such instances, where these Direct Debit special terms and conditions do not agree with the EFT transaction provisions contained in clauses 20.1 to 20.18 (inclusive), then the EFT transaction provisions apply. You should therefore read the EFT transaction provisions in conjunction with the Direct Debit special terms and conditions.

26.2 What are Direct Debits?

Direct Debits are transactions you authorise in agreement with direct debit users.

An example of a direct debit user is a health insurance provider deducting monthly payments from a Suncorp customer account.

By authorising a direct debit user to debit your account by Direct Debit you authorise and agree to us accepting the transaction and processing it to your account.

You are liable for any Direct Debit you authorise, including a Direct Debit which causes your account to overdraw.

If you wish to cancel a Direct Debit from being processed to your account or you wish to dispute a direct debit please contact us at any branch or by calling 13 11 55. We also suggest that you contact the direct debit user.

26.3 Queries Regarding Direct Debit Transactions

If a Direct Debit has been processed to your account and you have not authorised the Direct Debit or you disagree with the timing or amount of payment or you dispute the direct debit transaction in any way, you should contact us on 13 11 55 or at our branches and obtain a Direct Debit Customer Claim form. This form must be completed and returned to us.

We will investigate the Direct Debit Transaction which may take up to 30 days to resolve. You will not be liable for transactions that you have not authorised.

26.4 Stopping a Direct Debit Transaction

We are unable to stop a Direct Debit transaction after it has been processed to your account. You may request a stop or cancellation of a direct debit request before it is processed to your account by contacting us directly on 13 11 55 or visiting any of our Branches and completing a Stop Payment request. A fee may apply for this service.

27. How you can contact us

Suncorp-Metway Ltd ABN 66 010 831 722

Registered Office:

Level 18
Suncorp Centre
36 Wickham Terrace
Brisbane QLD 4000

Postal Address:

GPO Box 1453,
Brisbane QLD 4001
Phone: 13 11 55
Internet: suncorp.com.au

Contact us for more information
or to change your details:



Call 13 11 55

www

suncorp.com.au



Visit your local branch or agency



Mail to GPO Box 1453, Brisbane QLD 4001



Fax 07 3031 2250

SUNCORP BANK 