

# Terms and Conditions

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For Suncorp Accounts

For Continuing Credit Accounts

Effective Date: 9 November 2023

Suncorp-Metway Ltd ABN 66 010 831 722

AFSL 229882 Australian Credit Licence 229882



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# Terms and Conditions for Suncorp Accounts

## 1 Introduction

### 1.1 About this Document

This document and any terms and conditions provided to you when you subscribe to Internet Banking and/or Mobile Banking or when you create a PayID set out the terms and conditions that apply to Accounts provided by Suncorp.

If you apply or have applied 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 1.3.

There are fees and charges that apply to Accounts provided by Suncorp and Transactions on those Accounts. Please read this document and the Product Information Document; Product Disclosure Statement or Lending Fees and Charges Booklet for the relevant product 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;
- we may send you a secure message;
- in a press ad;
- from our website at [www.suncorp.com.au/banking](http://www.suncorp.com.au/banking); 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 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) a Continuing Credit Account;
- (e) a loan account; or
- (f) another account which we allow you to withdraw and deposit money.

**“ADI”** has the same meaning as authorised deposit-taking institution in the Banking Act 1959 (Cth) or any successor term adopted by the Australian Prudential Regulation Authority.

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

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

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

**“Basic Single Credit Transfer”** means a credit payment message, other than an Osko payment, another type of overlay service payment or an international funds transfer instructions payment, sent by a New Payments Platform participant via the NPP basic infrastructure for the benefit of a payee with another NPP participant.

**“Beneficiary”** means an overseas recipient of a Telegraphic Transfer or Online Telegraphic Transfer.

**“BECS”** means the Bulk Electronic Clearing System Framework (CS2) operated by the Australian Payments Clearing Association Limited which has the role of managing the conduct of the exchange and settlement of bulk electronic low value transactions in Australia.

**“BECS Procedures”** means the Bulk Electronic Clearing System Procedures as existing from time to time.

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



**“BPAY®”** means the BPAY service provided by BPAY Pty Ltd, and as further described in clause 24.

**“BPAY® Banking Business Day”** means any day on which banks in Melbourne or Sydney are able to effect settlement through BECS.

**“BPAY® Payments”** means Funds Transfers made using BPAY®.

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

**“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 Deposit Only Card, debit or credit card we give you.

**“Card Foreign Currency Transaction”** means a Transaction made using a Visa card, in a currency other than in Australian dollars and includes a purchase or cash advance made outside Australia and Transactions made in Australia in a foreign currency (e.g. an Internet purchase).

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

**“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 ePayments Code and the Banking Code of Practice).

**“Contactless Terminal”** means a Terminal which can be used to make a Contactless Transaction.

**“Contactless Transaction”** means a Transaction made by holding your Card or mobile device such as a smart phone (which is capable of making a Contactless Transaction) in front of a Contactless Terminal.

**“Continuing Credit Account”** means an account with a Facility Limit.

**“Credit or Debit Card”** means a Card we provide to you that allows you to authorise Transactions that are processed by a card scheme.

**“Credit or Debit Card Transaction”** means a Transaction you authorise that is processed by a card scheme.

**“Credit Contract”** a contract under which credit or other financial accommodation is or may be provided by us to you.

**“Customer ID”** means the secret number we give you that you are required to enter electronically in order to use Internet Banking.

**“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).

**“Device”** means a device given by us to you that is used to perform an ePayments Transaction. Examples include:

- ATM or transaction card,
- debit card or credit card,
- prepaid card (including gift card), and
- Security Token.

**“Direct Debit”** has the meaning provided for in clause 25.2.

**“Direct Debit User”** means a Person or corporation you authorise to process a Direct Debit to your Account.

**“Direct Entry”** means a direct debit or direct credit as defined in the BECS Procedures.

**“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).

**“Electronic Transaction”** means payment, Funds Transfer and cash withdrawal Transactions that are initiated on your Account using Electronic Equipment and not intended to be authenticated by comparing a manual signature with a specimen signature.

**“End of Day”** means midnight Brisbane time at the end of the relevant day.

**“ePayments Code”** means the ePayments Code issued by Australian Securities & Investments Commission.

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

**“External Transfer”** means Funds Transfers that are sent from us to another institution electronically.

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

**“Foreign Currency Transaction”** means a transaction that involves conversion of an Australian dollar amount into a foreign currency amount, or conversion of a foreign currency amount into an Australian dollar amount. This includes Telegraphic Transfers and Online Telegraphic Transfers.

**“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.

**“Identifier”** means information that you know and must provide to perform an ePayment Transaction but which you are not required to keep secret (for example, an account number or PayID).

**“Internet Banking”** means the service provided for our customers to manage their banking online. Transactions made using Internet Banking are Electronic Transactions and may also be ePayments Transactions. Internet Banking can be accessed at [www.suncorp.com.au/banking](http://www.suncorp.com.au/banking).

**“Internet Banking Terms and Conditions”** means any terms and conditions provided to you for acceptance before you use Internet Banking and from time to time while you subscribe to this service.

**“Legitimate Interests”** means our legitimate business needs, prudential requirements and/or security requirements (including any reasonable response to material changes to our business or systems) and any requirements that are reasonably necessary to protect us against a material risk of:

- (a) a monetary default by you under a Credit Contract;
- (b) our ability to enforce our rights against a Security;
- (c) the value of a Security being materially compromised; or
- (d) our financial detriment.

**“Lending Fees and Charges Booklet”** means the Lending Fees and Charges Booklet that was provided to you when you applied for a Continuing Credit Account.

**“Mandate Management Service”** means the central, secure database operated by NPP Australia Limited of PayTo Agreements.

**“Merchant”** means a business that accepts payment for goods and services through Electronic Banking, through the use of a card or with which you have established, or would like to establish, a PayTo Agreement.

**“Migrated DDR Mandate”** means an existing Direct Debit arrangement that has been established as a PayTo Agreement, as further described in clause 27.9 (Migration of Direct Debit Arrangements).

**“Mistaken Internet Payment”** means a payment using a ‘pay anyone’ Internet Banking facility (for example, an External Transfer) processed by an ADI where funds are paid into the account of an Unintended Recipient because the transferor entered or selected a BSB number and/or Identifier that does not belong to the named and/or intended recipient as a result of:

- (a) the transferor’s error, or
- (b) the transferor being advised of the wrong BSB number and/or Identifier.

It does not include payments made using BPAY or the PayTo Service.

The definition of Mistaken Internet Payment is intended to relate to typographical errors only. It is not intended to cover situations in which the user transfers funds to the recipient as a result of a scam.

**“Mobile Banking”** means the internet services designed for our customers to access certain Internet Banking services from a mobile device through either our mobile website or the Suncorp App, or such other platform we may provide from time to time.

**“Mobile Banking Passcode”** means a passcode or password, pattern or biometric identifier (where applicable) you nominate to access your Account using Mobile Banking.

**“Mobile Banking Terms and Conditions”** means any terms and conditions provided to you for acceptance before you use Mobile Banking.

**“Mobile Device Passcode”** means anything required to unlock a mobile device including a password, passcode, pattern or biometric identifier (where applicable).

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

**“NPP” or “New Payments Platform”** means the New Payments Platform operated by NPP Australia Limited).

**“NPP Payments”** means electronic payments cleared and settled by participating financial institutions via the NPP, including Osko payments and Basic Single Credit Transfers and those types of payments where made through the PayTo Service.

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

**“Osko”** means the Osko® payment service provided by BPAY Pty Ltd using the New Payments Platform, and as further described in clause 26.2.

**“Our Intellectual Property”** has the meaning given in clause 27.10 (Your Responsibilities).

**“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.

**“Party to a Shared Electronic Payments Network”** includes retailers, Merchants, communications services providers and other organisations offering facilities, Merchant acquirers and us.

**“Payer”** means a Person who initiates a transfer of funds.

**“Payee”** means a Person to whom a Cheque is made payable.

**“PayID”** means a unique identifier of an account holder which is linked to an account with a financial institution for the purpose of receiving payments made through the NPP or Osko and making payments through the PayTo Service. For the purpose of making a payment to a PayID the supported PayID identifiers include an account holder’s phone number, email address, Organisation ID, Australian Company Number and Australian Business Number. For the purpose of creating a PayID the supported PayID identifiers may be different and are set out in the PayID Terms and Conditions.

**“PayID Name”** means the name that reasonably represents and identifies an account holder’s real name that can be used to confirm the PayID of the recipient of a payment through the NPP or Osko.

**“PayID Terms and Conditions”** means the terms and conditions in relation to the creation and maintenance of your PayID which are provided to you for acceptance before you create your PayID and as amended from time to time.

**“Payment Initiator”** means an approved payment service provider who, whether acting on behalf of you or a Merchant, is authorised by you to initiate payments from your Account.

**“PayTo Agreement”** means an agreement established by you and an approved Merchant or Payment Initiator, by which you authorise us to make payments from your Account.

**“PayTo or PayTo Service”** means the service which enables us to process NPP Payments from your Account in accordance with and on the terms set out in a PayTo Agreement you have established with a Merchant or Payment Initiator that subscribes to the service.

**“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.

**“Product Information Document”** or **“PID”** means the document made up of these Terms and Conditions and the relevant Product Information Document.

**“Receiving ADI”** means an ADI which is a subscriber to the ePayments Code and whose customer has received an internet payment which you have reported as being a Mistaken Internet Payment.

**“Recurring Payment”** means a payment which occurs when you have provided your Credit or Debit Card details (including your card number, expiry date and security code) to allow a Merchant to charge your Card regularly to pay for the services they provide you.

**“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 20.4.

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

**“Security Token”** means a small electronic device or a mobile application issued by us or our related entity which generates a Security Token Code, and includes any temporary security token.

**“Security Token Code”** means the random code generated by a Security Token, which changes approximately every 60 seconds.

**“Security Token Passcode”** means a 6 digit passcode you nominate to access the Security Token mobile application.

**“Sending ADI”** means an ADI which is a subscriber to the ePayments Code and whose customer has made an internet payment which has been reported as being a Mistaken Internet Payment.

**“South Pacific Region”** means the following countries: New Zealand, Papua New Guinea, Fiji, Solomon Islands, Vanuatu, Samoa, Tonga, Cook Islands, Tuvalu, Niue, Micronesia, Kiribati, Marshall Islands, Palau, Nauru, New Caledonia and French Polynesia.

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

**“Suncorp App”** means the mobile application designed to provide customers with access to products and services offered by Suncorp Group Limited ABN 66 145 290 124 subsidiaries (including Suncorp), related companies, and other third party providers, available for download under the name “Suncorp App”. The Suncorp App allows customers to engage in Electronic Transactions.

**“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, where applicable:

- (a) the contents of this document;
- (b) changes made to this document;
- (c) conditions automatically implied by law;
- (d) conditions in any Credit Contract which expressly incorporates this document; 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.

**“Unintended Recipient”** means the recipient of funds as a result of a Mistaken Internet Payment.

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

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

**“Visa payWave”** means functionality as part of a Visa Debit card that allows Transactions to be made at participating Merchants by holding your Card or mobile device such as a smart phone (which is capable of making a Contactless Transaction) in front of a Contactless Terminal. You do not have to sign or enter a PIN to complete the Transaction if the purchase is for less than \$100. Purchases made using your mobile device may require input of your Mobile Device Passcode.

**“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 that protects our Legitimate Interests but unless specifically stated we will not be under an obligation to take any action.

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.

### *1.3.1 Reading Down and Severance Clauses*

If a mandatory law or Code binding on us would apply to a particular provision so that it would make that provision void, unenforceable or in breach of the applicable law or Code, then the relevant provision will be:

- (a) read down; and
- (b) construed as if it were varied so we are not required or permitted to apply or rely on that provision in a manner or to an extent that is inconsistent with that law or Code.

This clause prevails over any other provision in this document.

If, despite this clause any provision is void, unenforceable or remains in breach of a law or Code, then that provision will be treated as ineffective and severed to the extent only that the provision is void, unenforceable or in breach but without invalidating the other parts of this document.

## 1.4 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.

## 1.5 Privacy Statement

### *Privacy is Important...*

...especially when you consider the number of ways we communicate and interact these days. That's why we've put together this statement. It explains how we collect, hold, use and disclose your personal information and who we share it with.

And because it's guided by privacy laws, you can be sure it takes your rights seriously.

Above all, this statement is your assurance that we never take your privacy for granted and always take the utmost care in protecting your personal information.



Suncorp-Metway Ltd ABN 66 010 831 722 and SME Management Pty Ltd ABN 21 084 490 166 ('we' or 'us') are members of the Suncorp Group, which we'll refer to simply as "the Group".

### *Why do we collect personal information?*

Personal information is information or an opinion about an identified individual or an individual who is reasonably identifiable. We collect personal information so that we can:

- identify you and conduct appropriate checks;
- understand your requirements and provide you with a product or service;
- set up, administer and manage our products and services;
- gather and aggregate information for statistical, prudential, actuarial, reporting and research purposes;
- perform tasks in connection with purchasing or funding products provided to borrowers;
- manage, train and develop our employees and representatives;
- manage complaints and disputes, and report to dispute resolution bodies; and
- get a better understanding of you, your needs, your behaviours and how you interact with us, so we can engage in product and service research, development and business strategy including managing the delivery of our services and products via the ways we communicate with you.

### *What happens if we can't collect your personal information?*

If we can't collect your personal information from you (or from other people or organisations in some cases) we may not be able to provide you with any, some, or all of the features of our products or services.

### *How we handle your personal information*

We collect your personal information directly from you and, in some cases, from other people or organisations.

We also provide your personal information to other related companies in the Group, and they may disclose or use your personal information for the purposes described in 'Why do we collect personal information?' in relation to products and services they may provide to you.

We will use and disclose your personal information for the purposes we collected it as well as for related purposes, where you would reasonably expect us to. We may disclose your personal information to and/or collect your personal information from:

- other companies within the Group;
- any of our Group joint ventures where authorised or required;
- customer, product, business or strategic research and development organisations;
- data warehouse, strategic learning organisations, data partners, analytic consultants;
- social media and other virtual communities and networks where people create, share or exchange information;

- publicly available sources of information;
- clubs, associations, member loyalty or rewards programs and other industry relevant organisations;
- a third party that we've contracted to provide financial services, financial products or administrative services – for example:
  - information technology providers, administration or business management services, consultancy firms, auditors and business management consultants, marketing agencies and other marketing service providers, and print/mail/digital service/imaging/document management providers;
- your or our advisers, agents, representatives or consultants;
- government, statutory or regulatory bodies and enforcement bodies;
- the Australian Financial Complaints Authority or any other external dispute resolution body;
- credit reporting bodies;
- other credit providers, including for reference and collection purposes;
- any insurer relating to your facility including lending mortgage insurers and consumer credit insurers;
- investors, advisers, trustees, trust managers or any other organisation that performs tasks in connection with purchasing, funding or managing products provided to you;
- any organisation that assists us to gather or aggregate information for statistical, prudential, actuarial, reporting or research purposes;
- debt collection agencies, your guarantors, organisations involved in valuing, surveying or registering a Security property, or which otherwise have an interest in such property, purchasers of debt portfolios;
- manufacturers for plastic card production (e.g. debit cards); and
- any other organisation or Person, where you've asked them to provide your personal information to us or asked us to obtain personal information from them, e.g. your mother.

We'll use a variety of methods to collect your personal information from, and disclose your personal information to, these persons and organisations, including written forms, telephone calls and via electronic delivery. We may collect and disclose your personal information to these persons and organisations during the information life cycle, regularly, or on an ad hoc basis, depending on the purpose of collection.

We may also collect or disclose personal information about you from or to any entity where that collection or disclosure is required or authorised by law. For example, under the following Australian laws we may be authorised or required to collect your personal information: Anti-Money Laundering and Counter-Terrorism Financing Act; Income Tax Assessment Acts, Tax Administration Act and A New Tax System (Goods and Services Tax) Act; National Consumer Credit Protection Act; Personal Properties Securities Act, and any regulations made under those Acts.

## Disclosure of credit information to credit reporting bodies

We may disclose your credit information to credit reporting bodies where the Privacy Act permits us to do so. For example, we may disclose your repayment history information which includes whether you have made payments when due or if you have failed to meet your repayment obligations in relation to consumer credit provided by us, and information on whether in our opinion you have committed a serious credit infringement.

For more information on credit information and how we collect, hold and disclose such information, please refer to the Suncorp Credit Reporting Policy.

Credit reporting bodies may include information provided by us in reports provided to other credit providers to assist them to assess your credit worthiness.

We may disclose credit information to the following credit reporting bodies. Their current contact details as at the date of publication of this policy are:

Equifax PO Box 964, North Sydney NSW 2059 Ph: 13 83 32 www.equifax.com.au	Illion PO Box 7405 Melbourne VIC 3004 Ph: 13 23 33 www.illion.com.au	Experian PO Box 1969 North Sydney NSW 2060 Ph: 1300 784 134 www.experian.com.au
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The list of credit reporting bodies we usually disclose credit information to or their contact details may change from time to time. To obtain a current list of credit reporting bodies we usually disclose credit information to, including their current contact details, please go to [www.suncorp.com.au/privacy](http://www.suncorp.com.au/privacy) or call 13 11 55 to obtain a hard copy of the list.

You may obtain a copy of each credit reporting body's policy about their management of credit reporting information. To do so, please contact them or visit their website.

### Opting out of direct marketing pre-screenings

A credit reporting body may use your credit reporting information to assist a credit provider to exclude you from direct marketing by that credit provider, on the basis that you may be an adverse credit risk. This process is known as a "pre-screening". If you do not want a credit reporting body to use your information for the purpose of pre-screening, you have the right under the Privacy Act to contact them and request (at no cost to you) that they do not use your information for pre-screening purposes.

### If you are a victim of fraud (including identity fraud)

Under the Privacy Act you can make a request that a credit reporting body (at no cost to you) that they do not use or disclose credit reporting information they hold about you in circumstances where you reasonably believe that you have been or are likely to be a victim of fraud, including identity fraud. The period while this applies is called a "ban period". The credit reporting body will explain to you in more detail the effect and duration of a ban period when you contact them to make a request.

## *Overseas Disclosure*

Sometimes, we need to provide your personal information to – or get personal information about you from – persons located overseas, for the same purposes as in ‘Why do we collect personal information?’.

The list of countries Suncorp usually discloses personal information to is in our Suncorp Group Privacy Policy. Please go to [www.suncorp.com.au/privacy](http://www.suncorp.com.au/privacy) to see our Suncorp Group Privacy Policy or call 13 11 55 to obtain a list of countries Suncorp usually discloses personal information to.

From time to time, we may need to disclose your personal information to, and collect your personal information from, other countries not on this list. Nevertheless, we will always disclose and collect your personal information in accordance with privacy laws.

## *Your personal information and our marketing practices*

Every now and then, we and any related companies that use the Suncorp brand might let you know – including via mail, SMS, email, telephone or online – about news, special offers, products and services that you might be interested in. We will engage in marketing unless you tell us otherwise. You can contact us to update your marketing preferences at any time.

In order to carry out our direct marketing we collect your personal information from and disclose it to others that provide us with specialised data matching, trending or analytical services, as well as general marketing services. We may use online targeted marketing, data and audience matching and market segmentation to improve advertising relevance to you.

We may also collect your personal information for marketing through competitions and by purchasing contact lists.

We, and other people who provide us with services, may combine the personal information collected from you or others, with the information we, or companies in our Group, or our service providers already hold about you.

## *Changes and getting a copy of the Policies*

You can obtain a copy of the Suncorp Group Privacy Policy and Suncorp Credit Reporting Policy. Please use the contact details in Contact Us if you wish to do so.

We encourage you to review and check our websites regularly for any updates to our Policies. By continuing to deal with us, you accept our Policies as they apply from time to time.

## *How to access and correct your personal information or make a complaint*

You have the right to access and seek correction of your personal information (including credit information and credit eligibility information) held by us and you can find information about how to do this in the Suncorp Group Privacy Policy and Suncorp Credit Reporting Policy.

These policies also include information about how you can complain if you believe we have not complied with the Privacy Act (including the credit reporting provisions in Part IIIA and the Credit Reporting Code) and how we’ll deal with such a complaint.

## *Contact us*

For more information about our privacy practices including overseas disclosure or to tell us about your marketing preferences you can visit: [www.suncorp.com.au/privacy](http://www.suncorp.com.au/privacy).

Alternatively, you can get in touch directly by contacting us on:

Phone: 13 11 55

Email: [privacyaccessrequests@suncorp.com.au](mailto:privacyaccessrequests@suncorp.com.au)

Mail: Suncorp Bank GPO Box 1453, Brisbane Qld 4001

or by visiting a Suncorp Bank Branch

## 1.6 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.

## 1.7 How to contact us with a complaint

### *Let us know*

If you experience a problem, are not satisfied with our products or services or a decision we have made, let us know so that we can help.

Contact us:

**By phone:** 131155

**Or visit a branch**

Complaints can usually be resolved on the spot or within 5 business days.

### *Review by our Customer Relations Team*

If we are not able to resolve your complaint or you would prefer not to contact the people who provided your initial service, our Customer Relations team can assist:

**By phone:** 1800 689 762

**By email:** [customer.relations@suncorp.com.au](mailto:customer.relations@suncorp.com.au)

**By Fax:** 1300 767 337

**In writing:** Reply Paid 1453  
Suncorp Bank Customer Relations (4RE058)  
GPO Box 1453 BRISBANE QLD 4001

Customer Relations will contact you if they require additional information or if they have reached a decision.

When responding to your complaint you will be informed of the progress of and the timeframe for responding to your complaint.

### *Seek review by an external service*

We expect our procedures will deal fairly and promptly with your complaint. However, if you remain dissatisfied, you may be able to access the services of the Australian Financial Complaints Authority (AFCA). AFCA provides fair and independent financial services complaint resolution that is free to consumers and small businesses. Any determination AFCA makes is binding on us, provided you also accept the determination. You do not have to accept their determination and you have the option of seeking remedies elsewhere.

AFCA has authority to hear certain complaints. Contact AFCA to confirm if they can assist you.

You can contact AFCA:

**By phone:** 1800 931 678

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

**In writing:** Australian Financial Complaints Authority, GPO Box 3,  
Melbourne VIC 3001

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

## 1.8 Financial Difficulty

We advise you to inform us as soon as you can if you are in financial difficulty. If you have a joint account with someone and find yourself in financial difficulty, we can provide assistance to you without involving the other person.

You can contact us by:

Telephone: 1800 225 223

Fax: (07) 3031 2008

Email: [customer.assist@suncorp.com.au](mailto:customer.assist@suncorp.com.au)

Address: Suncorp Bank Financial Hardship Team IPC 4RE055  
GPO Box 1453 Brisbane QLD 4001

If you have a Continuing Credit Account with us, we may be able to help you by:

- agreeing to interest only payments for a short period;
- temporarily postponing or deferring payments.

## 1.9 Laws and Codes of Practice

Where applicable, the Banking Code of Practice and the ePayments Code apply to your Accounts and our services.

**We agree to follow the rules of the ePayments Code for ePayments Code regulated 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.

## 1.10 Changing the Terms and Conditions

Subject to the law and any applicable Code, we can change, add to, delete or vary these Terms and Conditions at any time for one or more of the following reasons:

- (a) to comply with any change or anticipated change in any relevant law, code of practice, guidance or general banking practice;
- (b) to reflect any decision of a court, ombudsman or regulator;
- (c) to reflect a change in our systems or procedures, including for security reasons;
- (d) to respond to changes in the cost of providing the Accounts or Access Methods;
- (e) discontinue a product in which case we may change the terms of your product to reflect a difference product with similar features to the discontinued product; or
- (f) to make these Terms and Conditions clearer or to add features.

For example, we can change:

- (g) interest rates and the way we calculate interest;
- (h) fees and charges;
- (i) when we charge or pay interest; or
- (j) features, benefits or responsibilities under these Terms and Conditions.

We may be permitted to change the Terms and Conditions without your agreement to do so.

## 1.11 Telling You About the Changes

Where we change the Terms and Conditions we will give you the period of notice set down by the law, these Terms and Conditions or any 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.

Unless otherwise specified in our Terms and Conditions or Credit Contract we will notify you as set out in the table below:

Type of change	Time Frame	Method of notification
<b>Interest Rates</b>		
Change an interest rate (other than the Casual Overdraft Reference Rate, which changes from time to time)	No later than the date of change	One or more of the following: (a) advice on or with your statement; or (b) a notice in writing or on Electronic Equipment; or (c) a notice in the national media
Change the way we calculate interest	At least 30 days in advance	One or more of the following: (a) advice on or with your statement; or (b) a notice in writing or on Electronic Equipment.

Type of change	Time Frame	Method of notification
Change how we charge or pay interest	At least 30 days in advance	One or more of the following: (a) advice on or with your statement; or (b) a notice in writing or on Electronic Equipment
<b>Standard Fees and Charges</b>		
Introduce a new fee or charge (other than a Government Charge)	At least 30 days in advance	One or more of the following: (a) advice on or with your statement; or (b) a notice in writing or on Electronic Equipment; or (c) a notice in the national media.
Increasing an existing fee or charge (other than a Government Charge)	At least 30 days in advance	One or more of the following: (a) advice on or with your statement; or (b) a notice in writing or on Electronic Equipment; or (c) a notice in the national media.
Introduce or change a government charge	Reasonably promptly after the government notifies us of the government charge, however we do not have to notify you if the government publicises the introduction or change.	One or more of the following: (a) advice on or with your statement; or (b) a notice in writing or on Electronic Equipment; or (c) a notice in the national media
Change how we deduct fees and charges	At least 30 days in advance	One or more of the following: (a) advice on or with your statement; or (b) a notice in writing or on Electronic Equipment
<b>Other Changes to Terms and Conditions</b>		
Changes to Electronic Banking Transactions Terms and Conditions outlined in clause 20.17	At least 30 days in advance	One or more of the following: (a) advice on or with your statement; or (b) a notice in writing or on Electronic Equipment; or (c) a notice in the national media
Changes to Access Methods, including changes to transaction limits to use Access Method	At least 30 days in advance	One or more of the following: (a) advice on or with your statement; or (b) a notice in writing or on Electronic Equipment; or (c) a notice in the national media



Type of change	Time Frame	Method of notification
Any other change to the Terms and Conditions (other than where we believe that change will be unfavourable to you)	No later than the date of change	One or more of the following: (a) advice on or with your statement; or (b) a notice in writing or on Electronic Equipment; or (c) a notice in the national media
Any other change to the Terms and Conditions where we believe that the change will be unfavourable to you	At least 30 days in advance. However, we may give you a shorter notice period, or no notice, of an unfavourable change if we believe doing so is, in our reasonable opinion, necessary for us to manage a material and immediate risk	One or more of the following: (a) advice on or with your statement; or (b) a notice in writing or on Electronic Equipment.

We may also publish information around changes to the Terms and Conditions in national media in addition to any notice that we will provide you as outlined above.

If we make a change to the Terms and Conditions in respect of your Term Deposit which is adverse to you and you are unhappy with the change, you may break your Term Deposit before the change takes effect without penalty by providing us with 31 days' written notice.

If we make an adverse change that applies during a flexiRate period on your Account and you are unhappy with the change, you can close your account without penalty before the change takes effect.

## 1.12 Notices from Us

You agree and consent to us giving you any statements, notices, disclosure documents and other documents in connection with or related to any Accounts you hold with us by:

- (a) sending them by post to the last address you gave us;
- (b) where you provide us with an email address, electronic communication to that email address;
- (c) where you have automatically activated Internet Banking at the time of opening an account online, electronically through Internet Banking or Mobile Banking for statements. We'll let you know that your statements are there each time by sending a notification to the email address you have provided for contacting you. We may also use this method to give you other notices and documents; or
- (d) sending other notices and documents, electronically through Internet Banking or Mobile Banking.

Except where it contravenes a law or the ePayments Code, if we send mail to your last known address, it is taken to have been received seven Business Days after posting. 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.

Electronic communications sent by us to your email address will be taken to be received by you at the time sent (unless we receive an automated message that the electronic communication has not been delivered).

Electronic communications sent by us to you via Internet Banking or Mobile Banking will be taken to be received by you at the time they were made available via either of those online platforms.

Notwithstanding the consent in (b) and (c) above, we may still decide to send you paper copies in certain circumstances including where electronic delivery is unavailable or we reasonably believe your email address is not receiving the electronic communications we send.

You may request paper copies or withdraw the consent in (b) and (c) above at any time and change to receiving paper statements, notices, disclosure documents and other documents to your nominated mail address by calling us on 13 11 55.

### 1.13 Giving Us Instructions

We can act on instructions from you (including those given by telephone or in any other electronic form) unless we have knowledge or reasonably ought to have knowledge that the instruction was not made with your knowledge, authority or consent. 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 where it is necessary to comply with the law or any applicable Code or to protect our Legitimate Interests.

### 1.14 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. We will only do this where the change is based on an official public record and if we do, we will notify you.

### 1.15 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 where it is reasonably necessary to comply with the law or any applicable Code or to protect our Legitimate Interests.

We can ask you to return any card, Access Method, passbook or cheque book promptly if:

- (a) you close your Account;
- (b) you materially breach the Terms and Conditions;
- (c) we close your Account; or
- (d) we have security reasons for doing so.

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

If you have not used your Card or a mobile device linked to your Card to access your Account in the 6 months prior to its expiry date then, for security reasons, we may not send you a replacement card upon expiry.

### 1.16 Loss or Damage if You Break these Terms and Conditions

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

- (a) you do not follow any law or regulation that applies to your Account or Transactions on your Account;
- (b) you use Cards or Cheques in breach of these Terms and Conditions;
- (c) you do not follow our Terms and 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, except where the loss, damage or costs is caused by our fraud, negligence or wilful misconduct including that of our officers, employees, agents or contractors.

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 (including clause 20.14), where by law or a Code you are not responsible for any loss or to the extent that the loss is caused by our fraud, negligence or wilful misconduct (including that of our officers, employees, contractors or agents).

### 1.17 Our Rights

We can exercise our rights at any time within the limits of the law where it is necessary to comply with the law or any applicable Code or to protect our Legitimate Interests. 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 where it is necessary to comply with the law or any applicable Code or to protect our Legitimate Interests.

We do not need your consent to do so. We will notify you in writing as soon as reasonably practicable if it is reasonable to do so.

## 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 (ePayments 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 reasonably 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 Taxation Administration Act 1953 imposes the obligation on investment bodies 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 highest marginal rate plus Medicare levy 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 registered 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 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 cash or cheque at any Suncorp Bank deposit ATM or cash only at Non-Suncorp ATM\* designated by us from time to time, but you must enter your card and PIN.
- (d) by cash or cheque at any Bank@Post outlet, but you must enter your Card and PIN.

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;

- (e) by Internet Banking, Telephone Banking and Funds Transfer;
- (f) 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.

\* The deposit is taken by Armaguard on behalf of Suncorp-Metway Ltd ABN 66 010 831 722 at all atmX ATMs.

### 3.2 Depositing Cheques and Money Orders into Your Account

#### 3.2.1 *Clearance Times*

When you present a cheque (including personal cheques and bank cheques) or money order for deposit to your Account, the Bank will conduct an assessment of the cheque or money order and may, acting reasonably, refuse to accept the cheque or money order for deposit if it is in the Bank's Legitimate Interests to do so. 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 (including personal cheques and bank cheques) or money orders deposited to your Account have been collected.

### 3.2.3 *Cheques or Money Orders Which Are Not Collected*

Unless we are found to be negligent, fraudulent, to have engaged in wilful misconduct or to have otherwise breached our legal obligations (including that of our officers, employees, contractors or agents), we may recover the funds from your Account if we are unable to collect the proceeds of a cheque (including personal cheques or bank cheques) or money order from the bank or institution where the cheque or money order is drawn.

Examples of where a cheque or money order may not be collected:

- (a) it was lost, stolen or destroyed during transit;
- (b) it was dishonoured; or
- (c) it was returned to us unpaid, as the bank or institution of which it was drawn has identified:
  - (i) it was forged;
  - (ii) they were not paid in full for the value of the cheque or money order;
  - (iii) it was significantly altered; or
  - (iv) a Court has ordered the payment to be stopped.

### 3.2.4 *Interest on Deposited Cheques*

We pay interest on cheques (including personal cheques and bank 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 (including personal cheques and bank cheques) you deposit to your Account has been dishonoured. The amount of the cheque will be debited from your Account.

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 (see clause 17 Overdrawing your Account).

## 3.4 Holds on your Account

We place on hold any funds in your Account whilst we hold 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;
- it is necessary to comply with the law or any applicable Code or to protect our Legitimate Interests.

## 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 4RE032  
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 where it is necessary to comply with the law or any applicable Code or to protect our Legitimate Interests. 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.

#### 4.2.1 *ATM and EFTPOS Withdrawal Limits*

The combined cash daily withdrawal limit for ATMs and EFTPOS cash-out withdrawals is \$1000 per day per card, with the option to increase to \$2,000 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.



#### *4.2.2 Internet Banking and Mobile Banking Withdrawal Limits*

Transaction and daily limits for Internet Banking and Mobile Banking are specified in the Internet Banking Terms and Conditions and the Mobile Banking Terms and Conditions.

#### *4.2.3 Daily Limits for Transfers and BPAY® Payments Through Telephone Banking*

There is a total combined daily limit of \$5,000 per account for transfers between Suncorp Bank accounts, and when making BPAY® payments from your account using Telephone Banking. This is the maximum amount that can be transferred per account, per day through Telephone Banking.

Suncorp Bank may impose a daily limit of \$500 to certain individual BPAY® billers. Should a limit apply, you will be advised at the time of processing the transaction if you have exceeded that limit and, the payment will not be processed.

#### *4.2.4 Additional Limits for Transferring Money Overseas*

Additional limits for Online Telegraphic Transfers apply. Subject to your daily limit, you can complete an Online Telegraphic Transfer for amounts up to AUD \$20,000, 24 hours a day. Amounts over AUD \$20,000 can only be completed during the hours of 8.00am and 6.00pm AEST on a Business Day (being Monday to Friday on which branches of Suncorp are open for business in Brisbane). A single Online Telegraphic Transfer cannot exceed AUD \$50,000. Each Customer ID can only complete Online Telegraphic Transfer up to a maximum total value of AUD \$100,000 equivalent plus Global Payments fees within a 48 hour period.

### 4.3 Cash Availability

We can limit or vary the amount of cash you can withdraw from your Account where it is necessary to comply with the law or any applicable Code or to protect our Legitimate Interests.

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 as outlined in the Schedule of Fees and Charges.

### 4.4 Bank Cheques

#### *4.4.1 What is a bank cheque?*

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. We will charge a fee for this as outlined in the Schedule of Fees and Charges. For cheques facilities involving a personal cheque book, see clause 19.

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;
- (d) a Court orders the payment to be stopped;
- (e) lost.

#### 4.4.2 *Stopping Payment on your bank cheque*

You can request to stop payment of a bank cheque by contacting us by telephone or visiting your local branch before the cheque has been presented by the Payee to their bank or institution to receive money as written on the Bank Cheque. You will need to complete a form which includes an indemnity against all claims made for payment of the amount and may be charged a fee for this (refer to the Schedule of Fees and Charges for more information).

### 4.5 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.

### 4.6 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) payments authorised by you to be made through the PayTo Service;
- (i) any transfers you make using Telephone Banking, Internet Banking or Mobile Banking, including as an Osko payment through the NPP;
- (j) BPAY® Transactions; and
- (k) 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.

## 4.7 Payments Between Institutions

### 4.7.1 *Payments you can make*

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.

### 4.7.2 *Payment delay or failure*

Where the transfer is to or from another institution, unless we (or our officers, employees, contractors or agents) are found to be negligent, fraudulent, to have engaged in wilful misconduct or to have otherwise breached our legal obligations, 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.

### 4.7.3 *Paying to BSB and account number*

If you arrange to send a payment to us or ask us to send a payment to another institution by using a BSB and account number 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. Incorrect details could result in a payment to the wrong account and a loss of your funds. Unless we (or our officers, employees, contractors or agents) are found to be negligent, fraudulent, to have engaged in wilful misconduct or to have otherwise breached our legal obligations (including that of our officers, employees, contractors or agents), we are not liable to you for Transactions that are directed to an incorrect BSB and account number you give us in error.

If your payment can be sent through Osko then you may be able to pay to a PayID instead of a BSB and account number. Refer to clause 26 for eligibility criteria and terms and conditions applicable to Osko payments to a PayID.

### 4.7.4 *Automatic payments*

If you set up an automatic payment with us, PayTo Agreements excluded (refer to clause 27 (PayTo)), 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, where it is necessary to comply with the law or any applicable Code or to protect our Legitimate Interests.

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 will, acting reasonably, 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 limit may prevent an automatic transfer from occurring.

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.

Unless we (or our officers, employees, contractors or agents) are found to be negligent, fraudulent, to have engaged in wilful misconduct or to have otherwise breached our legal obligations, we are not liable if any payment or transfer is made, not made, cancelled or dishonoured by us except to the extent that any loss is caused by our fraud, negligence or wilful misconduct (including that of our officers, employees, contractors or agents).

## 5 Foreign Currency Transactions

### 5.1 Foreign Currency Exchange Rate

Foreign Currency Transactions involving currency conversion use a customer exchange rate specified by us at the time of processing. You can find the exchange rate by phoning 13 11 55, accessing our Internet site or visiting your local branch.

The customer exchange rate is determined by the wholesale market rate, plus a 'margin' which is the difference between the wholesale market rate and the customer exchange rate we quote you. The margin is retained by us.

Our exchange rates are subject to change without notice, which can be caused by movements in the wholesale market rate. We will not be responsible for any losses as a result of fluctuations in exchange rates between when the Foreign Currency Transaction was effected or requested and when the exchange rate was applied.

### 5.2 Card Foreign Currency Transactions

Transaction amounts on your account statements are expressed in Australian dollars unless another currency is indicated.

If a Cardholder makes a Card Foreign Currency Transaction, the Transaction will be converted to Australian dollars on the date it is processed by the card scheme. The exchange rate between the Transaction currency and Australian dollars, is a wholesale market rate selected by Visa from within a range of wholesale market rates in effect one day prior to the processing date. You can find card foreign currency exchange rate on the Visa Internet

site. We will not be responsible for any losses as a result of fluctuations in exchange rates between when the Card Foreign Currency Transaction was effected or requested and when the exchange rate was applied.

We can also charge a percentage of the converted Australian amount for the Foreign Currency Conversion Fee as outlined in the Schedule of Fees and Charges.

### 5.3 Legal Requirements

Foreign Currency Transactions (including Card Foreign Currency Transactions) are 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.

### 5.4 Telegraphic Transfers and Online Telegraphic Transfers

Whenever you instruct us to send a Telegraphic Transfer or Online Telegraphic Transfer:

- (a) We may use overseas banks, called Correspondent Banks, to act on our behalf when completing a Telegraphic Transfer or Online Telegraphic Transfer. To the extent permitted by law, we shall not be liable for any loss or damage suffered as a result of us acting on your instructions in good faith, or delays from us or any Correspondent Banks making payment pursuant to these instructions, or from errors in the Beneficiary Bank details you provide, or for any loss or damage resulting from any act or omission of any Correspondent Bank (except where such loss or damage is caused by our fraud, negligence or wilful misconduct or that of our officers, employees, agents, or contractors).
- (b) The time taken for a payment to be received by the Beneficiary depends on the banking systems of the countries of Correspondent Banks through which the payment is made and the provision of correct and complete Beneficiary Bank Details. The money sent overseas will normally be available for payment to the Beneficiary between two (2) to five (5) Business Days from when we have processed your instructions in accordance with the Telegraphic Transfer Application. The time in which your payment is received by the Beneficiary is subject to circumstances beyond our control (e.g. international communications failure and/or problems or delays in the processing of our payment message by the Correspondents). Payment of the transferred money to the Beneficiary Bank is the responsibility of Correspondent Banks and the timing of the payment is therefore beyond our control. All enquiries to Correspondent Banks concerning payment will be at your cost and may be waived by us.
- (c) If we or any Correspondent Banks have reasonable grounds for suspecting or believing that the overseas Transaction directly or indirectly contravenes or will contravene any applicable law, including but not limited to, anti-money laundering and anti-terrorism laws and regulations, we can refuse to process it and reserves all its rights to disclose the Transaction to any government entity, regulatory authority or to any other Person we reasonably consider necessary for these purposes. We (or our officers, employees, contractors or agents) or any Correspondent Banks will not be liable for any loss or damage suffered due to the Transaction contravening any such laws except to the extent that the loss is caused by our fraud, negligence or wilful misconduct (including that of our officers, employees, contractors or agents).

- (d) It may be necessary for us to disclose your personal information to complete this Transaction, including name and address, outside of Australia. By requesting us to process a Telegraphic Transfer or Online Telegraphic Transfer, you acknowledge that Australian Privacy Principle 8.1 will not apply to any such disclosure and acknowledge we will not be obliged under the Privacy Act to take reasonable steps to ensure that a Beneficiary does not breach the Australian Privacy Principles and we will not be liable if the Beneficiary does breach the Australian Privacy Principles. You consent to such disclosures.
- (e) To the extent permitted by law, you agree to keep us indemnified against any claims that may be made against us by reason of us having acted on the instructions contained in the Telegraphic Transfer Application except to the extent that the claim is related to our fraud, negligence or wilful misconduct (including that of our officers, employees, contractors or agents).

## 5.5 Foreign Currency Transactions Fees and Charges

### 5.5.1 *Our fees and charges*

We may charge you an upfront fee or commission which is added to the total Australian dollar amount you see in your bank statement. You can find these fees in the Schedule of Fees and Charges.

### 5.5.2 *Fees and Charges by Correspondent Banks*

In addition to our fees and charges, the processing of a Telegraphic Transfer or Online Telegraphic Transfer may be subject to fees and charges from our Correspondent Banks involved in the Transaction. There may be more than one Correspondent Bank involved, each of which may seek reimbursement for their services.

We will instruct the Correspondent Banks (excluding payments made to the South Pacific Region) to deduct their fees from the payment. In some instances, we may receive a rebate from the Correspondent Bank. Where such fees and charges are deducted, you must assume that the Beneficiary will receive a lesser amount than the amount originally sent. For payments made to the South Pacific Region, we will instruct the Correspondent Bank to charge us for the fee (which we will not charge to you).

If a Correspondent Bank fails to observe our instructions to charge us for the fee, we will not be liable for any losses you incur except to the extent that the loss is caused by our fraud, negligence or wilful misconduct (including that of our officers, employees, contractors or agents). If a Correspondent Bank fails to observe our instruction to deduct their fees from the payment, you will have to reimburse us for any additional fees or charges which they may impose on us.

## 6 Set-Off and Account Combination

In order for us to protect our legitimate business interests and acting reasonably, 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 right of set off does not apply to:

- accounts regulated by the National Credit Code;
- general trust accounts;
- statutory trust accounts (e.g. Solicitor and Real Estate Trust Accounts) and
- any other trust accounts when the Bank specifically agrees, in writing, not to exercise this right i.e. accountant trust accounts.

If we set off and/or apply a credit balance under this clause, then we will let you know by written notice promptly after doing so.

Where the right of set off does not apply 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. Once the joint Account has been established, we are unable to add or remove any parties. 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), ePayments 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.

## 7.3 Sharing data for Joint Accounts

Consumer Data Right (Open Banking) allows you to authorise the secure sharing of selected Suncorp Bank data with accredited organisations.

For the purposes of the Consumer Data Right (Open Banking) any Account holder for a Joint Account is able to authorise data sharing for that account. Any Account holder is able to view, withdraw or amend this authorisation at any time in the Suncorp App.

# 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 branch, 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, where it is necessary to comply with the law or any applicable Code, to protect our Legitimate Interests or if we reasonably suspect the third party is not acting or may not act in your best interests.

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.

Any automatic payment set up by the Person will continue until such time as you notify us that the relevant payment is to cease or you vary the payment.

## 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. Any automatic payments set up by the Power of Attorney will continue unless you notify us to cease or vary the payment.

We can refuse to accept instructions from an attorney appointed by you where it is necessary to comply with the law or any applicable Code, to protect our Legitimate Interests or if we reasonably suspect the third party is not acting or may not act in your best interests.

### 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 (except to the extent such loss or damage is caused by our fraud, negligence or wilful misconduct or that of our officers, employees, agents or contractors).

### 8.4 Third parties sharing data for Open Banking

For the purposes of the Consumer Data Right (Open Banking) any Person who you appoint as a third party who is permitted to transact on your Account and who you have given permission for your Account data to be shared via Open Banking (secondary user as defined in the Consumer Data Right Rules) can authorise the secure sharing of selected Suncorp Bank data with accredited organisations. You can remove this permission or view and withdraw the account for data sharing from the authorisation at any time in the Suncorp App.

## 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 reasonable 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 reasonable 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.

For the purposes of the Consumer Data Right (Open Banking) if the Account holder is a non-individual entity or partnership and appoints an individual or individuals with authority to operate the account (nominated representative as defined in the Consumer Data Right Rules), the eligible nominated representative(s) can authorise the secure sharing of selected Suncorp Bank data with accredited organisations. Account owners/authorised person(s) can remove the authority of the eligible nominated representative by contacting us. Only eligible nominated representative(s) can see and manage any data sharing arrangements.

## 11 Statements

### 11.1 When We Issue Statements

Statements are available on all Deposit Accounts except for passbook accounts. If you have passbook access only, you may not receive statements. Refer to clause 12 for information.

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). We will not give you a statement if the law and any applicable Code 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 as outlined in the Schedule of Fees and Charges.

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 eStatements

In order to sign up for eStatements, you need to be registered for Suncorp Internet Banking and select eStatements through Internet Banking or Suncorp App. eStatements are an identical online version of paper statements which are viewed through Internet Banking or Suncorp App. This service is only available for customers with the appropriate relationship on accounts that are eligible for eStatements.

Your eStatements on the relevant accounts will be ready to view at the statement frequency specified on your Account. You can change this frequency by contacting 13 11 55 or by going into a branch. If you are eligible, you have the option to switch back to paper statements through Internet Banking or Suncorp App. eStatements for Business Accounts can only be viewed by individuals who have the appropriate relationship to the account and have opted in (or been auto opted in) for eStatements through Internet Banking or Suncorp App. Where you are a company and hold an Account (whether in your own right or as a trustee), you agree where all individuals with appropriate relationships to the Account opt into eStatements (or are auto opted in) that your account statements will be disclosed solely via eStatements and you agree that we will no longer issue paper statements for the Account. You have the option to switch back to paper statements through Internet Banking or Suncorp App at any time by having any individual with an appropriate and eligible relationship to the Account changing their preference.

Signatory and Account Information Only relationships are automatically opted-into receive eStatements on nominated accounts in Internet Banking or Suncorp App. These relationships do not have the option to opt-out from eStatements in Internet Banking or Suncorp App.

## 11.3 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. You can also notify us via the Suncorp app if you become aware of a Visa Debit or EFTPOS transaction that 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, unless we are found to be negligent, fraudulent, to have engaged in wilful misconduct or to have otherwise breached our legal obligations (including that of our officers, employees, contractors or agents), 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 reasonable discretion disclose to the Payer and the Payer's bank, the name and number of your Account and your PayID and PayID Name (if applicable) 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 reasonable 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.

Unless we are found to be negligent, fraudulent, to have engaged in wilful misconduct or to have otherwise breached our legal obligations (including that of our officers, employees, contractors or agents), 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. Investigation and resolution of some other Transactions, such as certain Mistaken Internet Payments and unauthorised ePayments, are governed by the ePayments Code (see clause 20).

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, acting reasonably, 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

ePayments Code. We will then issue you with statements detailing your account activity and you will not be able to obtain a passbook.

### 13 Unauthorised Transactions and Lost or Stolen Cards, Passbooks, Cheques or Secret Codes etc.

If you suspect an unauthorised Transaction has been made on your Account or your Card, passbook, cheque book, PIN, Telephone Access Code, Internet Banking Password, App password, Mobile Device Passcode or any password or Secret Code or any Access Method is stolen, lost or misused, or you suspect is being misused, contact us promptly on:

- (a) our Hotline number **1800 775 020**; or
- (b) if overseas, **617 3362 1712**
- (c) You can report your Visa Debit cards as lost or stolen using the Suncorp App. However if any your Cards are misused or you think someone knows any of your passwords, Secret Code or any Access Method is stolen, lost or misused, or you suspect is being misused, you must telephone us promptly on the above numbers.
- (d) You can also notify us via the Suncorp app if you become aware of a Visa Debit or EFTPOS Transaction that you did not make.

We may require you to confirm in writing.

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

Within 21 days of receiving a report of an unauthorised transaction, to which the ePayments Code applies, we will:

- (a) complete the investigation and advise you, in writing, of the outcome; or
- (b) advise you in writing of the need for more time to complete our investigation.

We will complete our investigation within 45 days of receiving the report of an unauthorised transaction, unless there are exceptional circumstances (e.g. delays caused by other financial institutions or Foreign merchants, etc.)

If you fail to notify us promptly when you become aware that your Card, passbook, cheque book, PIN, Telephone Access Code, Internet Banking Password, Mobile Device Passcode, 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 clause 20.5 and clause 20.14 to clause 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

### 15.1 When you can close your account

You can ask us to close your Account by phoning 13 11 55, visiting your local branch or requesting closure by secure message on Internet Banking.

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.

While we will close your Account immediately upon request, we may request you to action the following before we close your Account:

- (a) If you have deposited any cheques to your Account, we cannot close your Account until they have been cleared. Cheque clearance usually takes around three (3) days (see clause 3.2);
- (b) If you have any pending Credit or Debit Card Transactions, we cannot close your Account until they have been processed. Pending Credit or Debit Card Transactions may take up to five (5) days or in some circumstances longer to process (see clause 21);

- (c) If your account is overdrawn, we cannot close your account until you repay all overdrawn amounts, including any fees or interest payable (see clause 17);
- (d) If the Account has a cheque facility, we may not close or discontinue to have cheque book access if there are unrepresented cheques. You must return all unused cheques or request a cheque stop payment on unrepresented cheques (see clause 19);
- (e) If a card or cards has/have been issued in respect of the Account, we may not close the Account until you have returned the Card/all Cards to us;
- (f) Any outstanding Direct Debits (see clause 25), PayTo Agreements (see clause 27), Direct Credits, Recurring Payments, Periodical Payments, future dated Transactions and account sweep arrangements you have authorised must be cancelled or transferred to a different Account prior to the Account being closed;
- (g) If you have any other linked Accounts or Merchant facilities, these accounts and facilities will need to be closed or transferred to a different Account prior to the Account being closed.

## 15.2 When we can close your account

We can close your Account immediately if:

- (a) you break the Terms and Conditions in a material way;
- (b) you exceed your Facility Limit by a material amount;
- (c) to protect our Legitimate Interests;
- (d) we need to by law or to meet our prudential requirements;
- (e) you have given us materially false or misleading information;
- (f) you act in a manner that in our reasonable opinion threatens the security of our staff or property or any other Person;
- (g) after 90 days from Account opening, your Account has had no customer initiated Transactions, and the current Available Balance is less than \$0.01; or
- (h) your account has had no customer initiated Transactions for 36 months, and the available balance at time of account closure is less than \$0.01;
- (i) your account is overdrawn for more than 90 days and there are no customer initiated transactions during this time.

However, unless there are exceptional circumstances (e.g. fraud or criminal activity), we will give you at least 14 days advance notice before we close your Account.

## 15.3 After closing your account

If your Account is closed, you agree to:

- (a) adhere to the Terms and Conditions surrounding closure of your Account;
- (b) complete any forms 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.

If there are any outstanding fees, charges or other amounts owing to us we will deduct these first.

For any Transactions that have been received and processed to your account after the Account has been closed, we will notify you of the amount owing, including fees or interest that results from the Transactions and you must pay us that amount. Alternatively, if there are any amounts credited to your Account after the Account has been closed, we will notify you of any amount payable and ask how you would like to receive the funds.

If any cheques are presented to us after the Account has been closed, we may not pay them.

## 16 Fees and Charges

### 16.1 About Fees and Charges

When you use your Account, Cheque or a mobile payment platform linked to your Card, we can impose a reasonable fee or charge. We can also impose a reasonable 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 ePayments Code (if applicable);
- (c) the Banking Code of Practice (if applicable).

You must pay these fees and charges when we specify in any agreement including as outlined in the Schedule of Fees and Charges or otherwise at the relevant time or we ask you to pay them, acting reasonably.

### 16.2 Exemptions from Fees and Charges

In certain circumstances Suncorp may exempt customers or refund 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 or make changes to taxes, fees, charges and duties on Accounts and Transactions to Accounts, for which we may not be able to provide you with advanced notice as per clause 1.11. If there is an introduction or change to a Government Charge, 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.

At times, it may be impossible or reasonably impractical for us to prevent your Account from being overdrawn. Transactions which may cause your Account to be overdrawn include:

- (a) when an electronic card Transaction does not require or seek our authorisation;
- (b) when a Transaction is delayed or settled late;
- (c) when certain fees are processed; or
- (d) if any of our relevant systems are off-line or otherwise impaired or interrupted.

(The above are examples only and not an exhaustive list).

Because we may allow you to withdraw from your Account, or allow the Account to be overdrawn, 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.

Unless we (including our officers, employees, contractors and agents) are found to be negligent, fraudulent, to have engaged in wilful misconduct or to have otherwise breached our legal obligations, 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. Where practicable, we will advise you if a Transaction is dishonoured either at the time the Transaction has been dishonoured or in any case, on a statement we provide to you.

If we process a Transaction to your Account that results in the Account becoming overdrawn we can charge fees and interest (if applicable to the account).

### 17.3 Your Responsibilities

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

Subject to applicable legal requirements and our privacy statement, 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/banking](http://www.suncorp.com.au/banking)

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, authorise a Direct Debit, PayTo Agreement or internal transfer or draw a cheque and you do not have sufficient clear funds in your account to cover any related Transactions at the time it is processed, we may process the Transactions 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 a parcel of money banked in an account at a fixed rate for a fixed period of 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. An interest adjustment may be deducted by us from the deposit or interest on the deposit.

You cannot withdraw all or any part of your funds before the maturity date (that is, break your Term Deposit early), unless you provide us with 31 days' notice. If such notice is given by you on a day which is not a Business Day or after 5pm then it is taken to be received by us on the next Business Day. If you are experiencing hardship please tell us as you may be able to withdraw your funds before the end of the 31 day notice period.

Requests to break a Term Deposit immediately due to hardship are assessed by the Bank on a case by case basis. We may ask you to provide reasonable documentation to support your request for hardship.

If you notify us that you want to break your Term Deposit early you will not be able to withdraw your funds until:

(a) 31 days from the date we receive your notice to break the Term Deposit (such notification date determined in accordance with this clause); or

(b) the maturity date

(whichever is earlier), unless you are experiencing hardship in which case you may be able to withdraw your funds sooner, as explained above. We will confirm the earliest withdrawal date with you verbally or in writing and on that date, the funds you requested to withdraw will be dispersed as per your maturity instructions. You will lose a portion of the interest earned to the date you break your Term Deposit.

Please read the following in conjunction with the Fixed Term Deposit Product Information Document for further information about Term Deposits. You can obtain a copy by phoning 13 11 55, visiting your local Branch or our Internet site.

### 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

Negotiated Term Deposits and Standard Term Deposits do not automatically renew at maturity. If you would like your standard Term Deposit to be automatically reinvested on maturity, you must give us your consent to do this. With your consent, your Term Deposit will be automatically reinvested on maturity with substantially the same governing terms, for a term nominated by you and at the interest rate applicable for that term on the maturity of the expired investment.

### 18.5 Payment

Subject to law, any money due to you at maturity are to be paid to a nominated Suncorp Transaction or savings account. If the nominated Suncorp Transaction or savings account is not open at time of intended payment, we will hold those funds in a non interest bearing account of our choosing until you nominate a different Suncorp Transaction or savings account into which the payment can be made.

### 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 personal 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.

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.

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

Provided we act within the scope of your authority and our legal requirements, we can decide to pay or not to pay a Cheque, including a post-dated dated Cheque (the date on the Cheque is on a date in the future) or stale Cheque (the cheque date is more than fifteen months old). 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 as outlined in the Schedule of Fees and Charges.

Unless we are found to be negligent, fraudulent, engaged in wilful misconduct or to have otherwise breached our legal obligations (including that of our officers, employees, contractors or agents), 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.

Where practicable, we will advise you if a Cheque is dishonoured either at the time the Transaction has been dishonoured or in any case, on a statement we provide to you.

## 19.4 Stopping Payment on Your Cheque

You can stop payment of an unpaid Cheque by phoning us on 13 11 55 or visiting your local before the cheque has been presented by the Payee to their bank or institution to draw money from your Account. We may charge a fee for stopping payment on your cheque as outlined in the Schedule of Fees and Charges.

## 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 promptly 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 ePayments Transaction

### 20.1 What is an ePayments Transaction?

Where you are an individual, the ePayments Code applies to the following Transactions provided by us, each of which is an ePayments Transaction:

- (a) electronic card Transactions, including ATM, EFTPOS, credit card and debit card Transactions that are not intended to be authenticated by comparing a manual signature with a specimen signature,
- (b) Telephone Banking and bill payment Transactions,
- (c) Internet Banking Transactions, including by way of External Transfer,
- (d) online Transactions performed using a card number and expiry date,
- (e) online bill payments (including BPAY<sup>®</sup>),
- (f) Transactions using facilities with contactless features and prepaid cards, not intended to be authenticated by comparing a manual signature with a specimen signature,
- (g) Direct Debits,
- (h) Transactions made under a PayTo Agreement,
- (i) Transactions using Mobile Banking,
- (j) mail order Transactions not intended to be authenticated by comparing a manual signature with a specimen signature, and
- (k) any other Transaction specified by the Australian Securities & Investments Commission.

We will comply with the ePayments Code where it applies.

### 20.2 Terms and Conditions

This clause 20 applies only to ePayments Transactions. If these provisions are inconsistent with or contrary to any other provision concerning ePayments Transactions in this document, this clause applies in precedence to those other provisions.

Clause 20 and the ePayments Code does not apply to:

- (a) an Account that is designed primarily for use by a business, and established primarily for business purposes,
- (b) a facility where you and Suncorp do not have a contractual relationship.

### 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. Your Secret Code is your PIN, Telephone Access Code, Internet Banking Password, Internet Banking Customer ID, Mobile Banking Passcode, Mobile Device Passcode, Security Token Code, Security Token Passcode or other particular Access Method we give you as your Secret Code.

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

If any of your Cards is lost, stolen or misused, or you think someone knows your Secret Code, telephone us promptly. **We may require you to confirm the details in writing.**

- a) The Hotline number is **1800 775 020**.
- b) If overseas **617 3362 1712**.
- c) You can report your Visa Debit card as lost or stolen using the Suncorp App, however if any of your Cards is misused or you think someone knows your Secret Code you must telephone us.

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.

## 20.7 Secret Code Security Requirements

You must not voluntarily disclose one or more of your Secret Codes to anyone, including a family member or friend.

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) unless you make a reasonable attempt to protect the security of the Secret Code;
- (i) where a Device is not needed to perform an ePayments Transaction keep a written record of all Secret Codes required to perform ePayments Transactions on one or more articles liable to be lost or stolen simultaneously, without making a reasonable attempt to protect the security of the Secret Codes(s); or
- (j) where a Device is accessible via a Secret Code such as a Mobile Device Passcode which is biometric identifier (such as a fingerprint), allow any other Person to have a biometric identifier registered on the Device.

These are examples only. 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 ePayments Code (refer to clause 20.14 to clause 20.16 of these Terms and Conditions).

## 20.8 Deposits to an ATM

If we provide facilities which allow you to deposit at our ATMs or any non-Suncorp ATM\* designated by us from time to time we:

- (a) might not collect it immediately;
- (b) might 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.

Deposit ATM receipts issued do not replace a Solicitor's Trust Account owner's obligation to maintain a separate deposit record. Statutory Solicitor Trust Account owners must continue to record all deposits manually in a deposit book and ensure they capture all information required by the Legal Profession Regulation 2017.

\* The deposit is taken by Armaguard on behalf of Suncorp-Metway Ltd ABN 66 010 831 722 at all atmX ATMs.

## 20.9 ePayments Transactions using Electronic Equipment, Your Card or Other Approved Access Method

We can limit the amount of your ePayments Transactions using Electronic Equipment, your Card or any Access Method we provide in any single Transaction or in any set period (a daily or weekly limit). 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 or any non-Suncorp ATM\* designated by us from time to time.

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 except to the extent caused by our fraud, negligence or wilful misconduct (or that of our officers, employees, contractors or agents), 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 ePayments Transaction) with the Person you purchased the goods and services from.

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

\* The deposit is taken by Armaguard on behalf of Suncorp-Metway Ltd ABN 66 010 831 722 at all atmX ATMs.

## 20.11 Queries on ePayments Transactions, Receipts and Sales Vouchers

If you have a question about the details on a transaction receipt or sales voucher relating to purchases from businesses using EFTPOS, contact our branch with the details. We may try to get a copy of transaction receipt or 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 ePayments 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 you are not satisfied with any decision that we make and wish to make a complaint, please refer to clause 1.7.

## 20.12 Liability for Loss Caused by System or Equipment Malfunction

If any Electronic Equipment or system used to effect an ePayments Transaction is faulty and you suffer any loss, you must telephone us promptly 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.

You are not liable for loss caused by the failure of a system or equipment provided by any Party to a Shared Electronic Network to complete a Transaction accepted by the system or equipment in accordance with your instructions.

Notwithstanding anything else in these Terms and Conditions, for Transactions governed by the ePayments Code, we do not deny your right to claim consequential damages resulting from a malfunction of a system or equipment provided by any Party to a Shared Electronic Network, however caused. However, where you should reasonably have been aware that a system or equipment provided by any Party to a Shared Electronic Network was unavailable or malfunctioning, our liability may be limited to:

- (a) correcting any errors, and
- (b) refunding any fees or charges imposed on you.

We are not liable if you can't make a Transaction because the Electronic Equipment:

- (a) did not recognise your Card or mobile device for any reason other than faulty Electronic Equipment;
- (b) kept your Card for any reason other than faulty Electronic Equipment;
- (c) did not work because of your deliberate or negligent act;
- (d) was not used according to these Terms and Conditions or any Particular Conditions; or
- (e) 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. You will not be liable for losses resulting from unauthorised Transactions where it is clear that you have not contributed to the loss.

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

- (a) are caused by our fraud, negligence or wilful misconduct or that of our staff, officers, contractors or agents of ours or third parties involved in networking arrangements or Merchants or their agents or employees;
- (b) are losses relating to an Identifier, Device or Secret Code which is forged, faulty, expired, or cancelled;
- (c) arise from a Transaction which required the use of any Device and / or Secret Code that occurred before you received any Device and / or Secret Code or reissued Device or Secret Code;
- (d) are caused by the same Transaction being incorrectly debited more than once to the same Account;

- (e) arise from unauthorised Transactions performed after we have been informed that the Device has been misused, lost or stolen or the security of the Secret Code has been breached;
- (f) arise from unauthorised Transactions that can be made using an Identifier without a Secret Code or Device, or can be made using a Device, or a Device and an Identifier, but does not require a Secret Code, if you do not unreasonably delay reporting the loss or theft of the Device; and / or
- (g) are losses which occur while our processes are unavailable, provided that a report is made within a reasonable time of the process again becoming generally available.

## 20.15 When You are Liable for Losses

You will be liable for losses resulting from Transactions which are carried out by you or by another Person with your knowledge and consent.

Where we can prove on the balance of probability that you have contributed to a loss through fraud, or breaching the Secret Code security requirements in clause 20.6, clause 20.7 and clause 20.16.

- (a) You are liable in full for the actual losses that occur before the loss, theft or misuse of a Device or breach of Secret Code security is reported to us, but
- (b) You are not liable for the portion of losses:
  - (i) incurred on any one day that exceeds any applicable daily transaction limit,
  - (ii) incurred in any period that exceeds any applicable periodic transaction limit,
  - (iii) that exceeds the balance on the Account, including any pre-arranged credit, or
  - (iv) incurred on any Account that we and you had not agreed could be accessed using the Device or Identifier and/or Secret Code used to perform the Transaction.

Where:

- (c) more than one Secret Code is required to perform a Transaction, and
- (d) we prove that you breached the Secret Code security requirements in clause 20.6, clause 20.7 and / or clause 20.16 for one or more of the required Secret Codes, but not all of the required Secret Codes,

You are liable as outlined above only if we prove on the balance of probability that the breach of the Secret Code security requirements under clause 20.6, clause 20.7 and / or clause 20.16 was more than 50% responsible for the losses, when assessed together with all the contributing causes.

You are liable for losses arising from unauthorised Transactions that occur because you contributed to losses by leaving a card in an ATM, as long as the ATM incorporates reasonable safety standards that mitigate the risk of a card being left in the ATM.

Where we can prove, on the balance of probability, that you contributed to losses resulting from an unauthorised Transaction by unreasonably delaying reporting the misuse, loss or theft of a Device, or that the security of all Secret Codes has been breached, you:

- (a) are liable for the actual losses that occur between:
  - (i) when you became aware of the security compromise, or should reasonably have become aware in the case of a lost or stolen Device, and
  - (ii) when the security compromise was reported to us, but
- (b) are not liable for any portion of the losses:
  - (i) incurred on any one day that exceeds any applicable daily transaction limit,
  - (ii) incurred in any period that exceeds any applicable periodic transaction limit,
  - (iii) that exceeds the balance on the Account, including any pre-arranged credit, or
  - (iv) incurred on any Account that we and you had not agreed could be accessed using the Device and/or Secret Code used to perform the Transaction.

Where a Secret Code was required to perform an unauthorised Transaction, and the other circumstances set out in this clause above do not apply, you are liable for the least of:

- (a) \$150, or a lower figure determined by us;
- (b) the balance of the Account or Accounts which we and you have agreed can be accessed using the Device and/or Secret Code, including any prearranged credit; or
- (c) the actual loss at the time the misuse, loss or theft of a Device or breach of Secret Code security is reported to us, excluding that portion of the losses incurred on any one day which exceeds any relevant daily transaction or other periodic transaction limit.

We, or our external dispute resolution body, have a discretion to reduce your liability in the circumstances set out in the ePayments Code.

If You report an unauthorised Transaction on a debit card account:

- (a) we must not hold you liable for losses under this clause for an amount greater than the liability of you if we exercised any rights we had under the rules of the card scheme at the time the report was made, against other parties to the scheme (for example, charge-back rights), and
- (b) this clause does not require us to exercise any rights we may have under the rules of the card scheme. However, we cannot hold you liable under this clause for a greater amount than would apply if we had exercised those rights.

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

You must:

- (a) never voluntarily disclose your PIN, Mobile Banking Passcode, Telephone Access Code, Internet Banking Password, Mobile Device Passcode 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 or mobile phone), not indicate one or more of the Secret Codes in or 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 Codes 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 Codes 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 Codes 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 Code.

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 ePayments Code.

## 20.17 Changes to ePayments Terms and Conditions

Subject to the law and any applicable Code, we can change, add to, delete or vary these ePayments Terms and Conditions at any time for one or more of the following reasons:

- (a) to comply with any change or anticipated change in any relevant law, code of practice, guidance or general banking practice;
- (b) to reflect any decision of a court, ombudsman or regulator;
- (c) to reflect a change in our systems or procedures, including for security reasons;
- (d) to respond to changes in the cost of providing your Account or Access Methods; or
- (e) to make these ePayments Terms and Conditions clearer or to add features.

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;
- (c) restricting your ability to make Electronic Transactions on your Account;
- (d) imposing, removing or changing a daily or other periodic limit on Transactions, a facility, or Electronic Equipment; or
- (e) any other change that is unfavorable to you.

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

If we make a change to the Terms and Conditions in respect of your Term Deposit which is adverse to you and you are unhappy with the change, you may break your Term Deposit before the change takes effect without penalty by providing us with 31 days' written notice.

If we make an adverse change that applies during a flexiRate period on your Account and you are unhappy with the change, you can close your account without penalty before the change takes effect.

## 20.18 Changing Your Secret Code

You can change your Secret Code whenever you wish. Contact us on 13 11 55 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.

## 20.19 Mistaken Internet Payments

When the ePayments Code applies to a Transaction made using Internet Banking or Mobile Banking we will follow the rules of the ePayments Code in relation to Mistaken Internet Payments. Other ADIs who have subscribed to the ePayments Code are required to follow the same processes set out in this clause 20.19 in relation to Mistaken Internet Payments. These processes do not apply to Transactions where the 'pay anyone' Internet Banking service used is a service designed primarily for use by a business and established primarily for business purposes.

This clause sets out how we will deal with Mistaken Internet Payments made by you and Mistaken Internet Payments received into your Account. You agree to us dealing with Mistaken Internet Payments in this way.

### *20.19.1 Reporting a Mistaken Internet Payment*

You must report a Mistaken Internet Payment as soon as possible. You can report a Mistaken Internet Payment by:

- contacting us on **13 11 55** within Australia;
- contacting us on **617 3362 1712**, if overseas; or
- visiting our branches.

You must give us full details of the Transaction you are querying. We may require further information from you to investigate.

When you report a Mistaken Internet Payment we will give you a notification number or some other form of acknowledgment which you should retain as evidence of the date and time of your report.

### *20.19.2 When You Have Made a Mistaken Internet Payment*

When you report a Mistaken Internet Payment to us, we as the Sending ADI, will investigate whether a Mistaken Internet Payment has occurred. We will require certain information to enable us to undertake that investigation, such as the PayID and/or BSB and Account number into which the Mistaken Internet Payment was made, the name of the party or the intended recipient and any further information you may have evidencing the mistake. We will contact you if we require further information.

If we are not satisfied that a Mistaken Internet Payment has occurred, we will not take any further action.

If we are satisfied that a Mistaken Internet Payment has occurred, we will send the Receiving ADI a request for the return of the funds. The Receiving ADI is required to acknowledge this request within 5 Business Days and advise us whether there are sufficient funds in the Account of the Unintended Recipient to cover the Mistaken Internet Payment.

The Receiving ADI will also investigate. If the Receiving ADI is not satisfied that a Mistaken Internet Payment has occurred, they will not return the funds.

We must inform you of the outcome of the reported Mistaken Internet Payment in writing and within 30 Business Days of the day on which you reported the Mistaken Internet Payment to us.

If the Receiving ADI returns the funds to us we will return the funds to you as soon as practicable. Usually, we will return funds to you by crediting the Account from which the Mistaken Internet Payment was made. If you no longer have an Account with us, or if it is not practicable to credit the returned funds to that Account, we will return funds to you by some other means.

Where we and the Receiving ADI are satisfied that a Mistaken Internet Payment has occurred, but there are not sufficient credit funds available in the Account of the Unintended Recipient to the full value of the Mistaken Internet Payment, the Receiving ADI must use reasonable endeavours to retrieve the funds from the Unintended Recipient for return to



you (for example, by facilitating repayment of the funds by the Unintended Recipient by instalments).

### *20.19.3 When a Mistaken Internet Payment Is Made Into Your Account*

When a Sending ADI sends a request to us, as Receiving ADI, of a Mistaken Internet Payment having been made into your Account, we will within 5 Business Days acknowledge that request and advise the Sending ADI whether there are sufficient funds in your Account to cover the Mistaken Internet Payment.

We will investigate whether a Mistaken Internet Payment has occurred.

If we are not satisfied that a Mistaken Internet Payment has occurred, we are not required to take any further action but we may seek your consent to return the funds.

If we are satisfied that a Mistaken Internet Payment has occurred, we will take action as follows:

#### **(a) Process where funds are available and report is made within 10 Business Days**

If a Mistaken Internet Payment is reported within **10 Business Days** after the payment is made, we are satisfied that a Mistaken Internet Payment has occurred, and there are sufficient funds in your Account, we will withdraw the funds from your Account and arrange for the return of the funds to the Sending ADI within 10 Business Days.

#### **(b) Process where funds are available and report is made within 10 Business Days and 7 months**

If a Mistaken Internet Payment is reported between 10 Business Days and 7 months after the payment is made, we are satisfied that a Mistaken Internet Payment has occurred, and there are sufficient funds in your Account, we will complete our investigation into the reported Mistaken Internet Payment within 10 Business Days of receiving the request. If we are satisfied that a Mistaken Internet Payment has occurred, we will place a hold on your Account to prevent you from withdrawing the amount of the funds for a further 10 Business Days and notify you that we will withdraw the funds if you do not establish that you are entitled to the funds within that 10 Business Day period. If you fail to establish your entitlement within 10 Business Days, we will return the funds to the sending ADI within 2 Business Days of the end of that period.

#### **(c) Process where funds are available and report is made after 7 months**

If a Mistaken Internet Payment is reported more than 7 months after the payment is made, there are sufficient funds in your Account and we are satisfied that a Mistaken Internet Payment has occurred, we will ask you if you agree to the return of the funds to the sender. If you consent to the return of the funds we must return the funds to the sender.

#### **(d) Process where funds are not available in Your Account**

Where we and the Sending ADI are satisfied that a Mistaken Internet Payment has occurred, but there are not sufficient credit funds available in your Account to the full value of the Mistaken Internet Payment, then we may decide to:

- recover the full payment;
- recover a partial payment; or
- not to recover any funds.

If we decide to recover the full payment, then we must use reasonable endeavours to retrieve the funds from you for return to the sender (for example, by facilitating repayment of the funds by you by instalments).

In each case, if we are not satisfied that a Mistaken Internet Payment has occurred, we may (but are not obliged to) seek your consent to return the funds.

We can prevent you from withdrawing funds the subject of a Mistaken Internet Payment where we are required to do so to meet our obligations under the ePayments Code.

#### *20.19.4 Centrelink Direct Credit Payments*

Where the Unintended Recipient of a Mistaken Internet Payment is receiving income support payments from Centrelink, we will recover the funds from the Unintended Recipient in accordance with the Code of Operation for Centrelink Direct Credit Payments.

#### *20.19.5 Complaints About Mistaken Internet Payments*

If you report a Mistaken Internet Payment to us as Sending ADI and you are unhappy with our handling of the matter, you can make a complaint to us. Please refer to clause 1.7 in relation to making complaints. If a complaint is made to another ADI where we are the Receiving ADI, we must cooperate with the other ADI's dispute resolution scheme.

## 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 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 or debit card.

Some Credit or Debit Card Transactions will also be ePayments Transactions within the meaning of clause 20.1. In such instances, where these Credit or Debit Card Transactions special terms and conditions do not agree with the ePayments Transaction provisions contained in clauses 20.1 to 20.18 (inclusive), the ePayments Transaction provisions apply.

### 21.2 What is a Credit or Debit Card Transaction

A Credit or Debit Card Transaction is defined in clause 1.3 and includes a Transaction authorised or done by you to purchase goods or services from Merchants displaying a card scheme symbol (such as Visa) or a Transaction where you obtain cash from an ATM or Merchant.

We may provide you with a Credit or Debit Card that displays a logo for the card scheme, a place for your signature and a Credit or Debit Card number. You can apply to have a Credit or

Debit 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 or Debit Card.

We can refuse to provide you with a card and also restrict the types of accounts that can be linked to a card where it is necessary to comply with the law or any applicable Code or to protect our Legitimate Interests.

When you authorise or affect a Credit or Debit Card Transaction you agree to be bound by the rules of the card scheme.

### 21.3 Lost or Stolen Credit or Debit Cards

If any of your Cards or a mobile device registered with any of your Cards become lost or stolen, or if you believe any of your Cards or a mobile device registered with any of your Card has or may be used to initiate Transactions not authorised by you, you must contact us promptly.

a) The Hotline number is **1800 775 020**.

b) If overseas **617 3362 1712**.

c) You can report your Visa Debit card as lost or stolen using the Suncorp App. However if your mobile device registered with any of your Cards is lost or stolen, or if you believe any of your Cards or a mobile device registered with any of your Cards has or may be used to initiate Transactions not authorised by you, you must still contact us promptly.

You may be liable for unauthorised Credit or Debit Card Transactions that occur prior to you reporting your Card or a mobile device registered with your Card as lost or stolen.

We may charge a fee to replace lost or stolen cards as outlined in the Schedule of Fees and Charges.

### 21.4 How You Authorise a Credit or Debit Card Transaction

You can authorise or effect a Credit or Debit Card Transaction to purchase goods and services from a Merchant by providing your Card (a card present Transaction) and signing an appropriate Transaction receipt or entering your PIN.

If your Visa Debit card has payWave functionality, you can make a Contactless Transaction for purchases less than \$100 with your Card at Merchants who have a Contactless Terminal without having to sign or enter a PIN. For purchases over \$100 using your Card, a PIN or signature is required. A Contactless Transaction made using your mobile device with a Contactless Terminal may require input of your Mobile Device Passcode. A Contactless Transaction will be processed as a debit card Transaction.

You can also authorise a Credit or Debit 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 or Debit 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 or Cancelling a Recurring Payment on a Credit or Debit Card

A recurring payment on a Visa card can only be stopped or cancelled by the authorised Cardholder. We can help you pause, stop or cancel recurring card payments by contacting us by phone on 13 11 55 or by visiting your local branch. You should always consider any terms and conditions the Merchant may have regarding cancelling a recurring payment. For example, a Merchant may specify that you cancel your authority in writing or within a specific timeframe prior to the next payment date. Suncorp accepts no liability and will not be responsible for helping you, at your request, to pause, stop or cancel a recurring card payment where you have not acted in accordance with the terms and conditions of the Merchant, except to the extent that the loss is caused by our fraud, negligence or wilful misconduct (including that of our officers, employees, contractors or agents).

You may request that we provide you with a list of recurring payments on your Account for up to the previous 13 months by contacting us by phone at 13 11 55 or by visiting your local branch.

## 21.6 Chargeback Rights

You have different rights under the rules of the card schemes to dispute certain Credit or Debit 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 or Debit Card, you may have a right to recover the value of the Transaction in accordance with the rule of the appropriate card scheme.

You should report a disputed Transaction to us as soon as possible (so that we may reasonably ask for a chargeback where such a right exists).

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 or Debit Card Transactions

### **IMPORTANT**

If You wish to dispute a Credit or Debit 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 ePayments 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 or Debit Card has been lost or stolen or that your Credit or Debit Card may have been used to process transactions that are not authorised by you.

## 21.8 Authorisations of Your Credit or Debit Card Transactions

If an authorisation for a Credit or Debit 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.

For Suncorp Bank Debit Card Transactions processed via the Visa payment network, the Available Balance in the Account may appear as a 'pending' Transaction up to five (5) days or longer, before the Transaction is completed by the Merchant or other Person involved in the Transaction.

## 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. Some Telephone Banking Transactions will be ePayments Transactions within the meaning of clause 20.1. In such instances, where these Telephone Banking special Terms and Conditions do not agree with the ePayments Transaction provisions contained in clause 20.1 to clause 20.18 (inclusive), the ePayments Transaction provisions apply.

### 22.2 What is Telephone Banking?

Telephone Banking allows you access to some accounts and information through Suncorp Telephone Banking system. The Telephone Banking service cannot be used to transfer funds to an account held with another financial institution.

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 Telephone Access Code which you use each time you use Telephone Banking. If you would like to use Telephone Banking and don't have a TAC, simply call us on 13 11 55 and we'll set one up for you. A TAC can be between 4 and 6 digits long.

To ensure your TAC isn't easy to guess, your TAC can't 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 where it is necessary to comply with the law or any applicable Code or to protect our Legitimate Interests. If we do this, we will tell you in writing as soon as possible (which may be after we cancel in the event we need to manage a material and immediate risk). We can also delay or refuse to process your instructions where it is necessary to comply with the law or any applicable Code or to protect our Legitimate Interests.

### 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 promptly 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 ePayments 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 Secret Code Security Requirements

You must not voluntarily disclose one or more of your Secret Codes to anyone, including a family member or friend.

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 (e.g. 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; or
- (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) unless you make a reasonable attempt to protect the security of the Secret Code; or
- (i) where a Device is not needed to perform an ePayments Transaction keep a written record of all Secret Codes required to perform ePayments Transactions on one or more articles liable to be lost or stolen simultaneously, without making a reasonable attempt to protect the security of the Secret Code(s).

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 ePayments Code (refer to clause 20.14 to clause 20.16 of these 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 6:00p.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 6:00p.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 and Mobile Banking

### 23.1 When Internet Banking and Mobile Banking Terms and Conditions Apply

The Internet Banking and Mobile Banking Terms and Conditions provided to you when you subscribe to Internet Banking and Mobile Banking apply to every Transaction you make using Internet Banking and Mobile Banking in addition to these Terms and Conditions. In such instances where there is a discrepancy in relation to ePayment Transactions, Clause 20 of these Terms and Conditions will apply. All the other terms and conditions that apply to your Account still apply.

## 24 BPAY®

### 24.1 When These Terms and Conditions Apply

These BPAY® special terms and conditions in this clause 24 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 ePayments Transactions within the meaning of clause 20.1. In such instances, where these BPAY®



special terms and conditions do not agree with the ePayments Transaction provisions contained in clauses 20.1 to 20.18 (inclusive), the ePayments Transaction provisions apply. This section only applies to BPAY® payments and does not apply to Transactions which are processed as an Osko payment. Osko is a separate service provided by BPAY Pty Ltd (ABN 69 079 137 518).

## 24.2 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 .

## 24.3 How to Use the BPAY® Scheme

To access the BPAY® Scheme select the BPAY® menu option from within Telephone Banking, Internet Banking or Mobile 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.

## 24.4 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.

## 24.5 Payment Processing Times

If your instruction to make a bill payment using BPAY® is made before 6:00 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 6:00 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.

## 24.6 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. In the case of a scheduled future dated or recurring BPAY® payment, we are unable to stop the processing of a BPAY® payment once we have commenced to process it.

You should notify us promptly on 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 BPAY Banking Business Day; or
- (b) on the next BPAY Banking Business Day, if you tell us to make a BPAY® payment after our payment cut-off time on a BPAY Banking Business Day, or on a non-Banking Business Day;
- (c) on the following Business Day to the future dated bill date.

We can, acting reasonably, refuse to process a BPAY® payment or discontinue providing BPAY® at any time where it is necessary to comply with the law or any applicable Code or to protect our Legitimate Interests. If we do this, we will tell you in writing as soon as possible. We can also delay or refuse to process your instructions where it is necessary to comply with the law or any applicable Code or to protect our Legitimate Interests.

## 24.7 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 BPAY Banking Business Day or after the payment cut-off time on a BPAY 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 BPAY 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.

## 24.8 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.

## 24.9 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 (except to the extent that the loss is caused by our fraud, negligence or wilful misconduct or that of our officers, employees, agents or contractors).

## 24.10 When We Can Suspend Your Right to Use BPAY®

We may suspend your right to participate in the BPAY® Scheme at any time where it is necessary to comply with the law or any applicable Code or to protect our Legitimate Interests.

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

- (a) you are in material breach of our Terms and Conditions that apply in respect of the BPAY® Scheme;
- (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 materially false or misleading information; or
- (e) we need to by law.

## 24.11 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.

## 25 Direct Debits

### 25.1 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 ePayments Transactions within the meaning of clause 20.1. In such instances, where these Direct Debit special terms and conditions do not agree with the ePayments Transaction provisions contained in clauses 20.1 to 20.18 (inclusive), then the ePayments Transaction provisions apply. You should therefore read the ePayments Transaction provisions in conjunction with the Direct Debit special terms and conditions.

### 25.2 What are Direct Debits?

Direct Debits are Transactions you authorise in agreement with Direct Debit Users to provide your Account details (i.e. your BSB and Account number), for a Direct Debit User to take money from your account regularly to pay for services they provide you.

An example of a Direct Debit User is a health insurance provider deducting monthly payments from your Suncorp 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.

### 25.3 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 must contact us on 13 11 55 or visit your local branch 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.

You may request that we provide you with a list of direct debits on your Account for up to the previous 13 months by contacting us by phone at 13 11 55 or by visiting your local branch.

## 25.4 Stopping or cancelling a Direct Debit Transaction

To stop a Direct Debit Transaction, future Direct Debits will be automatically rejected by us for the nominated Direct Debit User. You can remove this stop later if you want to recommence the Direct Debit. If the Direct Debit arrangement migrates to become a PayTo Agreement, this stop will not apply to the PayTo Agreement and payments will occur under the PayTo Agreement (refer to clause 27.9 (PayTo – Migration of Direct Debit Arrangements)). If you would like to pause a PayTo Agreement after migration you can do so in the Suncorp App or by phoning us on 13 11 55.

To cancel a Direct Debit Transaction, the Direct Debit User will be notified of cancellation and a stop will be placed to automatically reject future Direct Debits. If after cancelling a Direct Debit you wish to re-commence payments to this Direct Debit User, you will need to remove the stop first and then create a new Direct Debit arrangement with the Direct Debit User.

We are unable to stop a Direct Debit Transaction after it has been processed to your Account. You must contact us first to request a stop or cancellation of a Direct Debit request before it is processed to your Account by phoning us directly on 13 11 55 or visiting your local branch and completing a Direct Debit Stop/Cancellation Request Form. You can also access this form on our Suncorp Internet site. We also suggest you contact the Direct Debit User.

## 26 NPP and Osko

### 26.1 When These Terms and Conditions Apply

These NPP and Osko special terms and conditions apply only to Osko payments and Basic Single Credit Transfers and are in addition to the other Terms and Conditions contained in this document, our Internet Banking Terms and Conditions, Mobile Banking Terms and Conditions and PayID Terms and Conditions. For example, Osko payments may also be a form of ePayment Transaction in which case relevant provisions of clause 20 may also apply to Osko payments.

### 26.2 What is Osko?

Osko is a service that is provided through the New Payments Platform and facilitates the clearing and settlement of payments between participating financial institutions generally on a near real-time basis, 24 hours a day, 7 days a week.

Although Osko is administered by BPAY Pty Ltd, Osko payments are not BPAY® payments.

### 26.3 How to use Osko

A Funds Transfer to a PayID or an External Transfer to a BSB and account number may be made as an Osko payment provided:

- (a) your Account and the Transaction type satisfy our Osko eligibility requirements under clause 26.4;

- (b) the recipient's financial institution supports Osko;
- (c) the recipient's account is eligible to receive Osko payments; and
- (d) in the case of payment to a PayID, the PayID is registered, and not temporarily disabled or locked, in the NPP.

You will not need to elect to make a payment as an Osko payment, we will automatically make the payment for you as an Osko payment if Osko is available.

If a payment is eligible to be processed through the New Payments Platform as an Osko payment in accordance with this clause 26 it will generally be received by the payee on a near real-time basis.

If your Account is Osko eligible under clause 26.4 you will be able to receive payments generally on a near real-time basis, 24 hours a day, 7 days a week provided the payment is made from an Osko eligible account held at another Osko participating financial institution or made from an Osko eligible Suncorp Account using your PayID.

If the payee is unable to receive an Osko payment, we will attempt to make the payment through other available payment systems. The processing times for these other payment systems will usually be longer than if the payment was made through Osko. Therefore, you should always allow sufficient time for payments to be received if they cannot be sent through Osko. The processing times for other forms of payment are described in these Terms and Conditions, the Internet Banking Terms and Conditions and Mobile Banking Terms and Conditions, as the case may be.

#### 26.4 Osko eligibility

Osko payments may not be able to be made from or to some of the Accounts we offer or may be limited to certain types of Funds Transfers. Osko payment limitations and conditions are set out in this clause 26 and the Schedule of Fees and Charges applicable to an Account.

Osko payments are able to be made using the Suncorp App or by staff assisted withdrawal in our branches. Even if your Account and Transaction are otherwise Osko eligible, you may not be able to make Osko payments in Internet Banking for a period of time while we gradually introduce this functionality. A payment you make using Internet Banking will only be processed as an Osko payment if the Pay Someone "Payment summary" screen displays "Osko" and the Osko logo before you confirm the payment. Unless we otherwise agree, Osko payments are not able to be made through other methods such as Telephone Banking, Direct Debits, BPAY® transactions and Telegraphic Transfers.

Osko is not available for future dated or recurring payments, Funds Transfers to a BSB and account number where both accounts are held at Suncorp, accounts with a Passbook or Suncorp Bank loan accounts (other than line of credit and overdraft facilities).

## 26.5 Basic Single Credit Transfers

Basic Single Credit Transfers are a type of payment facilitated by some financial institutions for their payer customers through the NPP as an alternative to Osko payments.

Transactions you initiate from your Account will not be made as a Basic Single Credit Transfer. The only situation where a Transaction could be made from your Account as a Basic Single Credit Transfer is under a PayTo Agreement if the financial institution of the relevant Merchant or Payment Initiator has initiated the payment request in this way.

## 26.6 NPP Payments

Unless we (or our officers, employees, contractors or agents) are found to be negligent, fraudulent, to have engaged in wilful misconduct or to have otherwise breached our legal obligations (including that of our officers, employees, contractors or agents), we are not liable to you if a NPP Payment is not made or for any delay in the time taken for a NPP Payment to be received by you or by the recipient of your funds.

When you ask us to make a NPP Payment you agree that we may disclose your personal information if we are required to do so by any external scheme rules, regulations or procedures applicable to Osko or the NPP. For example, these rules, regulations or procedures may require us to disclose your name, address, date of birth or place of birth to other financial institutions that participate in the NPP or Osko.

## 26.7 PayID

If you ask us to send a payment to a PayID we will provide you with the corresponding PayID Name and ask you to confirm it.

It is your responsibility to ensure you provide the correct PayID and ensure the PayID Name matches the person you intend to pay. If you are unsure if the PayID Name is who you intend to pay, you should contact the intended recipient of your payment to confirm that the PayID and PayID Name are correct before proceeding with the payment. Incorrect details could result in a payment to the wrong account and a loss of your funds.

Unless we (or our officers, employees, contractors or agents) are found to be negligent, fraudulent, to have engaged in wilful misconduct or to have otherwise breached our legal obligations, we are not liable to you for Transactions that are directed to an incorrect PayID you give us in error or an incorrect PayID Name you confirm in error.

When you make an Osko payment to a PayID connected to a joint account, the other account holders may be able to see the messages and notifications associated with the payment.

If you have a PayID linked to your Account, a person will be able to make Osko payments and Basic Single Credit Transfers to your Account by directing the payment to your PayID instead of a BSB and Account number, provided that person is permitted to do so by their financial institution and your PayID is not temporarily disabled or locked. You are not obliged to create or use a PayID for your Account.

A PayID linked to your Account may be linked to a PayTo Agreement in accordance with clause 27 (PayTo).

In order to create a PayID in connection with your Account, your Account must be specified as PayID eligible in the applicable Schedule of Fees and Charges and you must satisfy the other requirements set out in the PayID Terms and Conditions.

The PayID Terms and Conditions are provided to you for acceptance prior to creation of a PayID. If you create a PayID the PayID Terms and Conditions apply in addition to these Terms and Conditions, the Mobile Banking Terms and Conditions and any other Particular Conditions. If there is an inconsistency between a provision in these Terms and Conditions and a provision in the PayID Terms and Conditions, the provision in the PayID Terms and Conditions will prevail to the extent of the inconsistency.

## 26.8 NPP Payment descriptions

NPP Payments may allow long payment descriptions (up to 280 characters), some foreign language characters, special characters and emojis, except when made by staff assisted withdrawal. The full payment description, all special characters, all foreign language characters and all emojis for a NPP Payment can only be viewed in the Suncorp App and may not be able to be viewed on Internet Banking or your statements of account.

## 27 PayTo

### 27.1 When These Terms and Conditions Apply

These PayTo special terms and conditions apply only to the PayTo Service and are in addition to the other Terms and Conditions contained in this document, our Internet Banking Terms and Conditions, Mobile Banking Terms and Conditions and PayID Terms and Conditions.

### 27.2 What is PayTo

PayTo is a service that is provided through the New Payments Platform. The PayTo Service allows you to pre-authorise and control payments from your Account by establishing PayTo Agreements with Merchants and Payment Initiators who offer the PayTo Service as a payment option.

Payments made under a PayTo Agreement will be processed as an NPP payment. Even though an Osko payment is a form of NPP Payment, clauses 26.3 (How to use Osko) and 26.4 (Osko eligibility) do not apply to the PayTo Service.



## 27.3 Eligibility and Access

To be able to use the PayTo Service:

- (a) you must have a PayTo eligible Account with us (to find out if your Account is PayTo eligible refer to the Schedule of Fees and Charges applicable to your Account);
- (b) you must provide us with your mobile number; and
- (c) you will need to download and keep the current version of the Suncorp App on your smart phone. Without the Suncorp App you will not be able to authorise a PayTo Agreement or view the details of PayTo Agreements which you have authorised or which are awaiting your action. Unless we otherwise agree, the PayTo Service is not available through Internet Banking or Telephone Banking.

The PayTo Service is not available for Accounts with a Passbook, Suncorp Bank loan accounts (other than PayTo eligible line of credit and overdraft facilities) or Accounts which require 2 or more persons to sign to withdraw from the Account.

In order to receive notifications about PayTo Agreements, including in relation to their creation, amendment, pausing, cancellation and ongoing operation, you will need to ensure you have provided us with details of your email address and mobile phone number. If you do not provide us with such details then you may not receive notifications about PayTo Agreements. For example, if you do not provide us with an email address you will not receive notice that Transactions are not being debited under a Migrated DDR Mandate due to issues with the linked Account or because your Account requires 2 persons to sign to withdraw.

## 27.4 Creating a PayTo Agreement

- (a) If you elect to establish a PayTo Agreement with a Merchant or Payment Initiator that offers PayTo payment services, you will be required to provide the Merchant or Payment Initiator with your personal information including BSB/Account number or PayID. You are responsible for ensuring the correctness of the BSB/Account number or PayID you provide for the purpose of establishing a PayTo Agreement. Any personal information or data you provide to the Merchant or Payment Initiator will be subject to the privacy policy and terms and conditions of the relevant Merchant or Payment Initiator.
- (b) PayTo Agreements must be recorded in the Mandate Management Service in order for NPP Payments to be processed in accordance with them. The Merchant or Payment Initiator is responsible for creating and submitting a record of each PayTo Agreement to their financial institution or payments processor for inclusion in the Mandate Management Service. The Mandate Management Service will notify us of the creation of any PayTo Agreement established using your Account or PayID details. We will notify you when a PayTo Agreement is created and provide details of the Merchant or Payment Initiator named in the PayTo Agreement, the payment amount and payment frequency (if these are provided) to seek your authorisation of the PayTo Agreement. You may authorise or decline any PayTo Agreement presented for your approval only by using the Suncorp App. If you authorise the PayTo Agreement then it will be deemed to be effective. We will record your

authorisation or election to decline it against the record of the PayTo Agreement in the Mandate Management Service.

- (c) We will process payment instructions in connection with a PayTo Agreement, received from the Merchant's or Payment Initiator's financial institution, only if you have authorised the associated PayTo Agreement. Payment instructions may be submitted to us for processing immediately after you have authorised the PayTo Agreement so you must take care to ensure the details of the PayTo Agreement are correct before you authorise them.
- (d) If a PayTo Agreement requires your authorisation within a timeframe stipulated by the Merchant or Payment Initiator, and you do not provide authorisation within that timeframe, the PayTo Agreement may be withdrawn by the Merchant or Payment Initiator. We will notify you if the PayTo Agreement is recalled.
- (e) If you believe the payment amount or frequency or other detail presented is incorrect, you may decline the PayTo Agreement and contact the Merchant or Payment Initiator and have them amend and resubmit the PayTo Agreement creation request.

## 27.5 Amending your PayTo Agreement

- (a) Your PayTo Agreement may be amended by the Merchant or Payment Initiator from time to time, or by us on your instruction.
- (b) We will send you notification/s of proposed amendments to the payment terms of the PayTo Agreement requested by the Merchant or Payment Initiator. Such amendments may include variation of the payment amount, where that is specified in the PayTo Agreement as a fixed amount, or payment frequency. The Mandate Management Service will notify us of the amendment request and we will notify the proposed amendment to you. You may authorise or decline any amendment request presented for your approval. If you authorise, we will record your authorisation against the record of the PayTo Agreement in the Mandate Management Service and the amendment will then be deemed to be effective. If you decline, the amendment will not be made. A declined amendment request will not otherwise affect the PayTo Agreement.
- (c) Amendment requests which are not authorised or declined within 5 calendar days of being sent to you, will expire. If you do not authorise or decline the amendment request within this period of time, the amendment request will be deemed to be declined.
- (d) If you decline the amendment request because it does not reflect the updated terms of the agreement that you have with the Merchant or Payment Initiator, you may contact them and have them resubmit the amendment request with the correct details. We are not authorised to vary the details in an amendment request submitted by the Merchant or Payment Initiator.
- (e) Once an amendment request has been confirmed by you, we will promptly update the Mandate Management Service with this information.
- (f) Once a PayTo Agreement has been established, you may instruct us to amend your linked PayID or Account details in the PayTo Agreement via the Suncorp App or by calling us on 13 11 55. PayID or Account details may only be replaced with another Account or PayID linked to another Account which is PayTo eligible and that you hold with us, you are authorised to transact on or a person authorised to transact on your Account is also authorised to transact

on. We may decline to act on your instruction to amend your PayTo Agreement if we are not reasonably satisfied that your request is legitimate. You may not request us to amend the details of the Merchant or Payment Initiator, or another party.

## 27.6 Pausing your PayTo Agreement

- (a) You may instruct us to pause and resume your PayTo Agreement via the Suncorp App or by calling us on 13 11 55. We will act on your instruction to pause or resume your PayTo Agreement promptly by updating the record of the PayTo Agreement in the Mandate Management Service. The Mandate Management Service will notify the Merchant's or Payment Initiator's financial institution or payment processor of the pause or resumption. During the period the PayTo Agreement is paused, we will not process payment instructions in connection with it.
- (b) Merchants and Payment Initiators may pause and resume the PayTo Agreements they have with you. If the Merchant or Payment Initiator pauses a PayTo Agreement to which you are a party, we will promptly notify you of that, and of any subsequent resumption. PayTo Agreements that have been paused by a Merchant or Payment Initiator cannot be resumed by you. Should you wish to resume the PayTo Agreement you will need to contact the Merchant or Payment Initiator to request them to do so. We will not be liable for any loss that you or any other person may suffer as a result of the pausing of a PayTo Agreement by the Merchant or Payment Initiator (except to the extent that the loss is caused by our fraud, negligence or wilful misconduct or that of our officers, employees, agents or contractors).
- (c) We may pause any of your PayTo Agreements and any payment under them if:
  - (i) we reasonably suspect that you are misusing the PayTo Service or using it to receive or make NPP Payments fraudulently;
  - (ii) we have any reasonable cause for suspicion or concern in relation to your Account;
  - (iii) the PayID linked to your PayTo Agreement is temporarily disabled or locked in the NPP;
  - (iv) we receive written correspondence from an appropriate authority stating that you are insolvent, bankrupt or mentally unsound;
  - (v) we receive written correspondence saying the Account holder has died (if the account is in one name); or
  - (vi) it is necessary to comply with the law, any applicable Code, the requirements of the operator of the NPP or to protect our Legitimate Interests.

## 27.7 No Transfer of your PayTo Agreement

We are not able to arrange the transfer of your PayTo Agreement to an account at another financial institution. If you wish for payments under your PayTo Agreement to be made from an account at another financial institution you may instruct us to cancel your PayTo agreement in accordance with clause 27.8 (Cancelling your PayTo Agreement). You will then need to contact the Merchant or Payment Initiator to arrange a new PayTo Agreement to be linked to an account at another financial institution.

## 27.8 Cancelling your PayTo Agreement

- (a) You may instruct us to cancel a PayTo Agreement on your behalf via the Suncorp App or by calling us on 13 11 55. We will act on your instruction promptly by updating the record of the PayTo Agreement in the Mandate Management Service. However, where a PayTo Agreement has been paused due to concerns relating to misuse, fraud or security, we may choose to not act on your instruction to cancel the PayTo Agreement until our concerns have been addressed to our reasonable satisfaction. The Mandate Management Service will notify the Merchant's or Payment Initiator's financial institution or payment processor of the cancellation.
- (b) Merchants and Payment Initiators may cancel PayTo Agreements. If the Merchant or Payment Initiator cancels a PayTo Agreement to which you are a party, we will promptly notify you of that cancellation via the Suncorp App and SMS (if we hold an eligible mobile phone number for you). We will not be liable to you or any other person for loss incurred as a result of the cancellation of your PayTo Agreement by the Merchant or Payment Initiator (except to the extent that the loss is caused by our fraud, negligence or wilful misconduct or that of our officers, employees, agents or contractors).
- (c) We may cancel any PayTo Agreements;
  - (i) linked to an Account if that Account is closed for any reason; or
  - (ii) linked to a PayID if that PayID is closed for any reason or transferred to an account at another financial institution.
- (d) PayTo Agreements that have been cancelled cannot be resumed.

## 27.9 Migration of Direct Debit Arrangements

- (a) Merchants and Payment Initiators who have existing Direct Debit arrangements with their customers, may establish PayTo Agreements for these in order to process payments under those arrangements via the NPP rather than BECS (Migrated DDR Mandates). If you have an existing Direct Debit arrangement with a Merchant or Payment Initiator, you may be notified by them that future payments will be processed from your Account under the PayTo Service. You are entitled to prior written notice of variation of your Direct Debit arrangement and changed processing arrangements, as specified in your Direct Debit Service Agreement, from the Merchant or Payment Initiator. If you do not consent to the variation of the Direct Debit arrangement you must advise the Merchant or Payment Initiator. We are not obliged to provide notice of a Migrated DDR Mandate to you for you to authorise or decline. We will process instructions received from a Merchant or Payment Initiator based on a Migrated DDR Mandate unless you indicate to us not to. Our processing will commence at least 5 calendar days after we received the instructions from the Merchant or Payment Initiator.
- (b) Where you have asked us to stop Transactions under a Direct Debit arrangement and the Direct Debit arrangement migrates to become a PayTo Agreement, this stop will not apply to the PayTo Agreement and payments will occur under the PayTo Agreement. If you would like to pause a PayTo Agreement after migration you can do so in the Suncorp App or by phoning us on 13 11 55.

- (c) If the linked Account for your Migrated DDR Mandate is not a PayTo eligible Account it will not be activated. We will notify you if this is the case and advise you of your options.
- (d) You may amend, pause (and resume) or cancel your Migrated DDR Mandates, or receive notice of amendment, pause or resumption, or cancellation initiated by the Merchant or Payment Initiator, in the manner described in clauses 27.5 (Amending your PayTo Agreement), 27.6 (Pausing your PayTo Agreement), 27.7 (No Transfer of your PayTo Agreement) and 27.8 (Cancelling your PayTo Agreement).

## 27.10 Your Responsibilities

- (a) You must ensure that you carefully consider the correctness of any PayTo Agreement creation request, or amendment request made in respect of your PayTo Agreement or Migrated DRR Mandates and promptly respond to such requests. Unless we are found to be negligent, fraudulent, to have engaged in wilful misconduct or to have otherwise breached our legal obligations (including that of our officers, employees, contractors or agents), we will not be liable to you or any other person for any loss suffered as a result of any payment processed by us in accordance with the terms of a PayTo Agreement that you have authorised or a Migrated DDR Mandate.
- (b) You must notify us promptly if you no longer hold or have authority to operate the Account from which a payment under a PayTo Agreement or Migrated DDR Mandate have been or will be made.
- (c) You must promptly respond to any notification that you receive from us regarding the pausing or cancellation of a PayTo Agreement or Migrated DDR Mandate for misuse, fraud or for any other reason. We will not be responsible for any loss that you suffer as a result of you not promptly responding to such a notification.
- (d) You are responsible for ensuring that you comply with the terms of any agreement that you have with a Merchant or Payment Initiator, including any termination notice periods. You acknowledge that you are responsible for any loss that you suffer in connection with the cancellation or pausing of a PayTo Agreement or Migrated DDR Mandate by you which is in breach of any agreement that you have with that Merchant or Payment Initiator (for example, any termination notice periods that have not been adhered to). You agree that we will not be liable to you or any other person for any such loss or if a cancellation fee is imposed by the Merchant or Payment Initiator. You agree to indemnify us against any and all claims for loss, damage, costs and expenses made by any person in relation to requests for payments to be debited from your Account as a result of you pausing or cancelling your PayTo Agreement except to the extent that the loss is caused by our fraud, negligence or wilful misconduct (including that of our officers, employees, contractors or agents).
- (e) You are responsible for ensuring that you have sufficient Cleared Funds in your Account to meet the requirements of all your PayTo Agreements and Migrated DDR Mandates. Unless we are found to be negligent, fraudulent, to have engaged in wilful misconduct or to have otherwise breached our legal obligations (including that of our officers, employees, contractors or agents), we will not be responsible for any loss that you suffer as a result of your Account having insufficient Cleared Funds.

- (f) If you receive a PayTo Agreement creation request or become aware of payments being processed from your Account that you are not expecting or experience any other activity that appears suspicious or erroneous, please report such activity to us via phone, branch or in writing promptly.
- (g) From time to time we may ask you to confirm that all of your PayTo Agreements and Migrated DDR Mandates are accurate and up to date. A failure by you to confirm details may result in us pausing the PayTo Agreement/s or Migrated DDR Mandate/s.
- (h) We recommend that you allow notifications from Suncorp App to your smartphone to ensure that you're able to receive and respond to PayTo Agreement creation requests, amendment requests and other notifications in a timely way.
- (i) You are responsible for ensuring that:
  - (i) all data you provide to us or to any Merchant or Payment Initiator that subscribes to the PayTo Service is accurate and up to date;
  - (ii) you do not use the PayTo Service to send threatening, harassing or offensive messages to the Merchant, Payment Initiator or any other person.
- (j) All intellectual property, including but not limited to the PayTo logo and all documentation, remains our property, or that of our licensors (Our Intellectual Property). We grant to you a royalty free, non-exclusive license (or where applicable, sub-license) while you have a PayTo agreement linked to your Account (including via a PayID) to use Our Intellectual Property for the sole purpose of using the PayTo Service in a way that is consistent with the terms of this agreement within Australia.
- (k) Where an intellectual property infringement claim is made against you, we will have no liability to you under this agreement to the extent that any intellectual property infringement claim is based upon:
  - (i) modifications to Our Intellectual Property by or on behalf of you in a manner that causes the infringement;
  - (ii) use of any item in combination with any hardware, software or other products or services in a manner that causes the infringement and where such combination was not within the reasonable contemplation of the parties given the intended use of the item;
  - (iii) your failure to use corrections or enhancements to Our Intellectual Property that are made available to you (except where the use of corrections or enhancements would have caused a defect in the PayTo Service or would have had the effect of removing functionality or adversely affecting the performance of the PayTo Service); and
  - (iv) your failure to use Our Intellectual Property in accordance with this agreement.
- (l) You must comply with all applicable laws in connection with your use of the PayTo Service.

## 27.11 Our Responsibilities

- (a) We will accurately reflect all information you provide to us in connection with a PayTo Agreement or a Migrated DDR Mandate in the Mandate Management Service.

- (b) We may monitor your PayTo Agreements or Migrated DDR Mandates for misuse, fraud and security reasons. You acknowledge and consent to us pausing or cancelling all or some of your PayTo Agreement or Migrated DDR Mandates if we reasonably suspect misuse, fraud or security issues. We may notify you of any such action to pause or cancel your PayTo Agreement.
- (c) If you become aware of a payment being made from your Account, that is not permitted under the terms of your PayTo Agreement or Migrated DDR Mandate or that was not authorised by you, please contact us as soon as possible by calling us on 13 11 55 or visit your local branch to submit a claim. We will investigate all claims within 5 business days and if the claim is founded, we will refund your Account.

## 27.12 Privacy

- (a) By confirming a PayTo Agreement and/or permitting the creation of a Migrated DDR Mandate against your Account, you acknowledge that you authorise us to collect, use and store your name and account details (amongst other information) and the details of your PayTo Agreement(s) and Migrated DDR Mandates in the Mandate Management Service, and that these details may be disclosed to the financial institution or payment processor for the Merchant or Payment Initiator, for the purposes of creating payment instructions and constructing NPP Payment messages and enabling us to make payments from your Account.
- (b) Where you hold a joint Account, other Account holders may be able to see messages and notifications associated with PayTo Agreements and the PayTo Service.

## 28 How you can contact us

Suncorp-Metway Ltd ABN 66 010 831 722

Postal Address: GPO Box 1453,  
Brisbane QLD 4001

Phone: 13 11 55

Internet: [suncorp.com.au/banking](http://suncorp.com.au/banking)

## How to contact us



*Call*  
13 11 55



*Online*  
[suncorp.com.au](https://www.suncorp.com.au)



*Local  
Branch*