

# Carbon Insights Account

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Product Information Document  
& Terms and Conditions



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# 1 Introduction

## 1.1 About this Document

This document contains information on the Carbon Insights Account and related fees and charges along with the terms and conditions of the Account. It's important you put time aside to read this document before you open a Carbon Insights Account.

### **Effective Date: 9 November 2023**

You agree that these terms and conditions apply to you by initiating or making a transaction or by accepting these Terms and Conditions in writing.

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 19.

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

Where we refer to Carbon Insights Account or 'the Account', this applies to the Carbon Insights Main and Sub-Account(s), unless otherwise specified.

The Carbon Insights Account is issued by Suncorp-Metway Ltd ABN 66 010 831 722 AFSL No 229882.

we, us, our, Suncorp, Suncorp Bank or Bank refers to us, Suncorp-Metway Limited ABN 66 010 831 722 AFSL No 229882

## 1.2 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 of the following ways:

- we may send you a notice in writing or on Electronic Equipment;
- publishing a notice in the national media; or
- from our website at [Suncorp.com.au/banking](http://Suncorp.com.au/banking);

## 1.3 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 Bank is a member 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. The Bank collects 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;
- manage, train and develop our employees and representatives;

- manage complaints and disputes, and deal with 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 you don't give us your personal information?*

If we ask for your personal information and you don't give it to us, 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.

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, and any regulations made under those Acts.

We will use and disclose your personal information for the purposes we collected it as well as purposes that are related, 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;
- any entity where disclosure to, or collection from, such entity is required or authorised by law;
- 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/imaging/document management service providers;
- yours 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;
- manufacturers for plastic card production (eg 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.

#### *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 disclose 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 disclose 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 (you can see the full list of persons and organisations under 'How we handle your personal information'). 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. We may use online targeted marketing, data and audience matching and market segmentation to improve advertising relevance to you.

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

You have the right to access and correct your personal information held by us and you can find information about how to do this in the Suncorp Group Privacy Policy.

The Policy also includes information about how you can complain about a breach of the Australian Privacy Principles and how we'll deal with such a complaint. You can get a copy of the Suncorp Group Privacy Policy. Please use the contact details in Contact Us if you wish to do so.

#### *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)

## 2 Carbon Insights Account

The Carbon Insights Account is an online-only transaction account, where you can view an estimate of carbon emissions for your transactions, calculated by matching each transaction to an industry, and multiplying spend by an average emissions factor for that industry. Refer to clause 2.8 for more information on Carbon Emission Estimates. The Account has no monthly account keeping fees or Suncorp Bank transaction fees. All access to money will be online or using your Debit Card and statements will be issued electronically as eStatements.

You will need to have Internet Banking to be able to access the Account. You can also access the Account via the Suncorp App. To help reduce the impacts on the environment paper statements are only available in limited circumstances and branch access is not available to complete transactions.

Whilst day-to-day transactions will all be online or via your Debit Card, our Contact Centre and Branches can still offer support if you have any concerns regarding your Account or Debit Card, for example, if you see an unauthorised transaction on your Account.

### *Carbon Insights Main Account*

There is no minimum balance when you open the Account. Funds are "At Call" (unless in a flexiRate) which means you can access your money at any time through a variety of digital and self-serve access options.

You can transact electronically through Internet Banking and the Suncorp App or using BPAY<sup>®</sup>, Direct Debits, Direct Credits, Osko and PayTo or by using your Debit Card at ATMS and EFTPOS facilities (more detail on access methods in clause 4).

Visa Debit Cardholders will not be charged Foreign Currency Conversion Fees on purchases made online or overseas and no Cash Advance fees at non-Suncorp Bank Institutions.

### *Carbon Insights Sub-Accounts*

You can add up to nine linked Sub-Accounts to your Carbon Insights Main Account.

Carbon Insights Sub-Accounts cannot operate on their own and each Sub-Account must be linked to and in the same name as your Carbon Insights Main Account.

You can use Internet Banking or the Suncorp App to set up internal and external transfers or BPAY<sup>®</sup>. You can also set up Direct Debit, Direct Credit and Osko transactions and authorise and maintain PayTo Agreements.

You cannot use a Card to transact on a Sub-Account. If you want to make a purchase or to withdraw cash from a Sub-Account, you transfer funds from your Sub-Account into your Carbon Insights Main Account, using Internet Banking or the Suncorp App to then access the money as you would normally.

## 2.1 Overview of Features

Features	Carbon Insights Account	
	Main Account	Sub-Account
<b>Opening Balance Requirement</b>		
Minimum Balance	No minimum	No minimum
Maximum Balance	No maximum	No maximum
<b>Account Access</b>		
Branch Deposits	×	×
Branch Withdrawals	×	×
Suncorp App	✓	✓
Internet Banking	✓	✓
Telephone Banking (IVR)	×	×
Personal cheque	×	×
Bank cheque	×	×
Card Access – EFTPOS	✓	×
Card Access - ATM	✓	×
Digital Wallet	✓	×
Visa Debit Card <sup>1</sup> (eftpos Card for under 16)	✓	×
Direct Credit	✓	✓
Direct Debit	✓	✓
BPAY® Payments	✓	✓
Osko Payments <sup>2</sup>	✓	✓
PayTo <sup>3</sup>	✓	✓
Bank@Post Access	×	×
Real Time Gross Settlements (RTGS) - outward	×	×
<b>Record of transactions</b>		
When are standard statements issued?	6 monthly	6 monthly
eStatements	✓	✓
Paper statements	×	×
<b>Other Options</b>		
flexiRates <sup>4</sup>	✓	✓
PayID <sup>5</sup>	✓	✓
<b>Interest<sup>6</sup></b>		
How is standard interest calculated?	Whole of balance	Whole of balance
When is standard interest calculated?	Daily	Daily
When is standard interest paid?	6 Monthly	Monthly
<b>Summary of Fees<sup>7</sup></b>		
Monthly account keeping fee	No Fee	No Fee
<b>Suncorp Bank Transaction Fees</b>		
Electronic withdrawals	Free	Free
Non-Suncorp Bank ATM withdrawals & enquiries	ATM Operator Fee	Not Applicable

<sup>1</sup> Refer to clause 4.12 for full details on Visa Debit Cards

<sup>2</sup> Refer to clause 4.6 for full details.

<sup>3</sup> Refer to page 16 for details on PayTo.

<sup>4</sup> Refer to clause 3 for full details on flexiRates

<sup>5</sup> Refer to clause 4.8 for full details. Pay ID creation only available via the Suncorp App

<sup>6</sup> Refer to clause 2.5 for full details on interest calculations

<sup>7</sup> Refer to clause 5 for full details of all relevant fees. Other fees and charges apply.

## 2.2 Am I eligible?

To be eligible for the Carbon Insights Account you must:

- Be at least 11 years old.
- Be an individual and use the Account for mainly personal use (not business).
- Have access to Internet Banking to be able to transact on the Account and view eStatements and notifications. You will also be able to access the Account via the Suncorp App.

Only individual applicants can open a Carbon Insights Account. We can change our eligibility rules at any time and can close your Account if you don't meet the eligibility rules in accordance with clause 15. If we change the eligibility rules, we will notify you in accordance with clause 16. For more information on when we can close your Account, refer to clause 15.

## 2.3 Opening Accounts

If you meet the eligibility requirements any applicant may open a Carbon Insights Account. An Account must be opened in the correct legal name. You need to complete our online application which gives us the details we need to set up an Account for you and any other joint account applicant. 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.

## 2.4 Your Identity

Prior to opening a new Carbon Insights Account, we are required by law, to be sure of your identity and hold certain information about you. If you don't provide this information, we may not be able to open the Account for you.

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 reasonably requested, otherwise, we may be required by law to restrict access to the Account or close the Account.

## 2.5 Earning Interest

Your Carbon Insights Main and Sub-Account(s) may earn interest. The interest rate is variable and might change, and it may be zero. If interest is paid on the Account a standard rate of interest (variable interest rate) will be paid on the total of all available credit balances in your Account (whole of balance), less any flexiRate balances, refer to clause 3 for more information on flexiRates. Interest rates are described as annual percentage rates.

We calculate interest by dividing each annual percentage rate by 365 to get a daily percentage rate. Interest is calculated daily on the end-of-day balances (less any flexiRate balance) and paid into:

- your Sub-Account(s) every month on the anniversary of the opening of your Sub-Account
- your Main Account every six months on the anniversary of the opening of your Main Account
- On the day your Account is closed or transferred to another product

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

Current interest rates are available by visiting [Suncorp.com.au/banking](http://Suncorp.com.au/banking). We'll let you know of any changes to the standard rate of interest (variable interest rate) by sending you a notification as per clause 16 of this document.

Depending on your personal circumstances you may have to pay income tax on any interest earned. You should seek independent external taxation advice in this regard.

## 2.6 Joint Accounts

The Account may be owned and operated in one or two names, this is classified as a joint account. Once the joint Account has been opened, we are unable to add or remove any parties. Any one of you alone can operate the Account and access any of the funds in the Account using the Access Methods outlined in clause 4.



Each of you as an account holder will be given a separate Customer ID to log into Internet Banking and you must register a separate Suncorp App login. Each account holder must individually use Internet Banking and/or the Suncorp App with their own Customer ID and Password.

For existing joint account holders who wish to open a joint Carbon Insights Sub Account in the same names, only one party is required to apply via Internet Banking or the Suncorp App.

If one of you dies, any funds in the Account belong to the remaining joint owner.

#### *Customer Dispute 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 (except for deposits).

Where we stop Transactions under this clause, all cards and Internet Banking and Suncorp App access for the Account will be cancelled. Account holders must return all Cards to us. Until these are returned, all account holders, together and as individuals, are responsible for all Transactions and, subject to clause 11, 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.

#### *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.

### 2.7 Other Relationships on an Account

You are not able to add any other relationships to the Carbon Insights Main or Sub-Account(s), this includes a Power of Attorney or Third Party to Operate. If you require additional relationships on your Account, you may need to open an alternative Personal Deposit product.

### 2.8 Carbon Emission Estimates

You will be able to view estimates of the carbon emissions for certain transactions made on your Carbon Insights Account in the Suncorp App. This includes:

- Purchases made with your Debit Card based on spend value and industry type, refer to clause 4.12 for more information on Debit Card transactions.
- Direct Debits payments paid to Direct Debit users to pay for services provided to you, refer to clause 4.11 for more information on Direct Debits.
- ATM Withdrawals where cash is withdrawn from your Account using your Debit Card, refer to clause 4.3 for more information on withdrawals.
- BPAY® payments made from your Account, refer to clause 4.10 for more information on BPAY®

The carbon emissions data provided is an estimate only and calculated using data provided by Cogo (a third-party provider) relating to industry averages of carbon emissions per dollar spent for different merchant types (Industry Data). Calculations are based on averages only and are not specific to each item purchased at individual merchants and do not reflect individual merchant's sustainability practices. This is because we can only see your whole transaction amount and not the items you have purchased.

An estimated monthly emissions amount of estimated carbon emissions is provided in the Suncorp App and is calculated by progressively adding together the estimated carbon emissions of each eligible transaction for the particular month.

The estimated monthly carbon emissions amount may also include eligible transactions made by another joint account holder where your Carbon Insights Account is held jointly.

Not all transactions will display an estimated carbon emission value. We will only provide carbon emission estimates on the transactions outlined above on the condition that sufficient information is available to calculate the estimates. Transfers out of your Account made via the Suncorp App or Internet Banking or credits into your Account will not display a carbon emission value.

### 3 flexiRates

flexiRates allow you to fix the interest rate applying to a portion of your balance for a set period of time.

flexiRate interest is calculated daily and paid when the flexiRate period ends.

Interest	
How is flexiRate interest calculated?	whole of flexiRate Balance <sup>1</sup>
When is flexiRate interest calculated?	daily
When is flexiRate interest paid?	flexiRate end date

1. Refer to clause 2.5 for full details on Earning Interest

flexiRates can be setup and managed via Internet Banking or the Suncorp App. To setup a flexiRate, you nominate the amount you wish to fix, and select a period of time and interest rate from the available options. You can set up flexiRates for specified amounts from \$1 to \$1 million dollars inclusive.

Once setup, you cannot access funds in a flexiRate until it is released. flexiRate funds remain in your Account, but your available balance is reduced by the total amount of your flexiRate funds. You will be able to access your flexiRate funds the day following your nominated end date.

Alternatively, you may choose to automatically renew your flexiRate for the same period, subject to this option being available in Internet Banking and the Suncorp App for your chosen flexiRate period. This option will automatically renew your flexiRate for an identical period when your nominated end date is reached. The interest rate you will receive will be the current rate for the applicable flexiRate period when the flexiRate renews. You may be able to change your renewal instructions before 7pm Eastern Standard Time on the day your flexiRate is due to end subject to the option being available in Internet Banking or the Suncorp App.

You can have up to fifteen flexiRates on your Account at any one point in time.

All current flexiRates will show on your Account statement, along with the applicable start and end dates, balances and interest rates

#### Early Release of flexiRates

Early release allows you to end your flexiRate period before the end date you nominated, enabling you to access your funds. You cannot release a portion of your flexiRate balance – you can only release the entire flexiRate balance. As flexiRate interest is calculated for a fixed term, there is an interest adjustment that occurs if the flexiRate is released early. You will lose a proportion of the interest earned up to the date you release your flexiRate.

The interest adjustment is made according to the proportion of the term completed as outlined in the table below. The interest adjustment specified in the table is the percentage of the interest earned to date that you will lose in the event we agree to you releasing your flexiRate early. The amount of the interest adjustment applied will depend on how early in the term you request to release your funds.

The interest adjustment does not impact on your original flexiRate balance. It simply reduces the amount of interest you will receive

Proportion of Your flexiRate Period Completed	Interest Adjustment
0% - 25%	80% of the interest earned up to the early release date
>25% - 50%	60% of the interest earned up to the early release date
>50% - 75%	40% of the interest earned up to the early release date
>75% - 100%	20% of the interest earned up to the early release date

*Example:*

You have a flexiRate of \$3,000 invested for a period of 6 months (180 days) at 1.00% per annum. If you release the flexiRate after 4 months (120 days), the proportion of the period completed is 67% (120/180 days x 100).

From the table above, you can determine that the interest adjustment is 40% of the interest earned to date.

Interest earned for 120 days	Principal x Interest Rate per day x Number of days
	= \$3000 x $\frac{1.0}{100}$ x $\frac{1}{365}$ x 120
	= \$9.86
Interest Adjustment	= 40% of \$9.86
	= \$3.94
Interest to be paid	= \$9.86 - \$3.94
	= \$5.92

## 4 Access to Your Account

Be sure to read this section to understand how to access your Carbon Insights Main and Sub-Account(s).

Branches and contact centre are not available to assist you to perform transactions on the Account.

### 4.1 Internet Banking & Suncorp App

Internet Banking allows you to access your Carbon Insights Main and Sub-Account(s) and conduct a range of banking activities including making payments from a computer connected to the Internet (e.g. at your home or office) or using your mobile device via the webpage. To be eligible for the Carbon Insights Account you must have access to Internet Banking.

The Suncorp App also allows you to access your Carbon Insights Main and Sub-Account(s) and conduct a range of banking activities via your mobile device. You will need to download and register for the Suncorp App.

You can use Internet Banking and/or the Suncorp App for the following:

- Check balances, view transaction history and view Account details;
- Setup transfers from your Account with either immediate, future dated or recurring processing timing. Future dated or recurring payments will not be sent as Osko payments via the New Payments Platform. Transfers can be setup between your own Suncorp Bank accounts, other Suncorp Bank accounts (i.e. a family member or business) and external accounts at another financial institution;
- Setup BPAY® payments from your Account with either immediate, future dated or recurring processing timing;
- Make certain types of transfers as Osko payments\*;
- Authorise and maintain PayTo Agreements (through the Suncorp App only);
- Create a PayID (through the Suncorp App only);
- Access your eStatements.

\*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.

The Internet Banking Terms and Conditions and Suncorp App Terms and Conditions provided to you when you subscribe to Internet Banking and the Suncorp App apply to every Transaction you make using Internet Banking and the Suncorp App respectively in addition to these Terms and Conditions. In such instances where there is a discrepancy in relation to ePayment Transactions, clause 11 of these Terms and Conditions will apply. All other terms and conditions that apply to your Account still apply.

Access limits will apply and are detailed in the Internet Banking Terms and Conditions and Suncorp App Terms and Conditions. You can view these on our website [www.suncorp.com.au/banking](http://www.suncorp.com.au/banking).

You may be charged for data usage when using Internet Banking or the Suncorp App by your mobile phone service provider.

## 4.2 Making Deposits to Your Account

You can deposit funds to your Carbon Insights Account in any of the following ways:

- By electronic transfer from another eligible Suncorp Bank account;
- Arranging for money to be transferred via an Osko Payment from another financial institution.
- By automatic direct deposit from another financial institution e.g. salary or other income payment. You should organise the direct deposit with the organisation that will be making the payments by providing your BSB and Account Number along with any other required information to the depositor or financial institution making the deposit;

Deposits made to the Carbon Insights Main and Sub-Account(s) are not available until we receive and process them, and they are cleared.

### *Deposits at an ATM*

You can make deposits to your Carbon Insights Main Account by cash or cheque at any Suncorp Bank deposit ATM, where you must enter your Debit Card and Personal Identification Number (PIN).

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:

- might not collect it immediately;
- might not add it to your Available Balance until we check it, for cheques we usually require three (3) Business Days after the cheque is deposited before we let you withdraw the funds;
- must process and clear any cheques; and
- 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.

You can deposit\* cash only at Non-Suncorp ATMs designated by us from time to time, but you must enter your card and pin.

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

### *Depositing Cheques into your Carbon Insights Main Account via ATM*

Cheques (including personal cheques and bank cheques) or money orders can only be deposited to a Smart ATM to your Carbon Insights Main Account and cannot be deposited in a Branch.

When you deposit a cheque (including personal cheques and bank cheques) or money order at an ATM to your Carbon Insights Main Account, the Bank will conduct an assessment of the cheque or money order and may, acting reasonably, refuse to accept the cheque for deposit if it is in the Bank's Legitimate Interests to do so.

Generally, cheques (including bank cheques) and money orders deposited to your Carbon Insights Main 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 three (3) Business Days have expired, if this happens, we will let you know, and the amount of the cheque or money order will be debited from your Account.

By making funds available it does not mean cheques (including personal cheques and bank cheques) or money orders deposited to your Carbon Insights Main Account have been 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 is drawn.

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

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

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.

#### 4.3 Withdrawals

This section outlines different ways you can withdraw funds from your Carbon Insights Account.

Electronic withdrawals and transfers can be completed using the Suncorp App, Internet Banking, Direct Debit, PayTo and BPAY® or by using your Debit Card attached to your Carbon Insights Main Account at ATMs and EFTPOS facilities.

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.

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.

##### *Withdrawing Cash*

You can use your Debit Card to withdraw cash from your Carbon Insights Main Account from an ATM or EFTPOS cash out from a store that allows this e.g. your local grocery store.

To help protect you and your money from theft and fraud the combined cash daily withdrawal limit for ATMs and EFTPOS cash out withdrawals is \$1,000 per day per Card. The limit may be increased to \$2,000 by sending a secure message via Internet Banking. Note, the minimum and maximum withdrawal at other ATMs may be determined by the owner of that ATM.

#### 4.4 Electronic Funds Transfer at Point of Sale (EFTPOS)

An EFTPOS facility allows you to make point of sale payments directly from your Carbon Insights Main Account without having to use cash.

#### 4.5 Payments Between Institutions

You can transfer money to other Suncorp Bank accounts, between Suncorp Bank accounts and to third parties, and to accounts with another financial institution via Internet Banking and the Suncorp App.

Where you transfer funds to another financial institution this is referred to as an External Transfer.

Where the transfer is to or from another financial institution, 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 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.

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

If you set up a payment to another financial 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.

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 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.

#### *Automatic Payments*

If you set up an automatic payment on the Carbon Insights Account, PayTo Agreements excluded (refer to clause 4.9 (PayTo)), we will keep transferring the agreed amount of money until:

- you update the automatic payment via Internet Banking or the Suncorp App;
- the automatic payment has been unsuccessful on three (3) prior occasions;
- we get a letter saying the account holder died;
- we get a letter from an appropriate authority stating that the account is insolvent or account holder is mentally unsound; or
- 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 money 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 three (3) 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 and the payment may be cancelled and a new automatic payment must be set up via Internet Banking or the Suncorp App. 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.

Unless we 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).

#### 4.6 NPP and Osko

Osko is featured on both the Carbon Insights Main and Sub-Account and is a service that is provided through the New Payments Platform (NPP). Osko allows you to make electronic Funds Transfers (including external transfers) to a PayID and External Transfers to a BSB and account number so that generally the payee can receive your funds on a near real-time basis, 24 hours a day, 7 days a week, provided:

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

Osko is not available for future dated or recurring payments or for Funds Transfers to a BSB and account number where both accounts are held at Suncorp.

Osko payments are able to be made using the Suncorp App. 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 Direct Debits, BPAY® transactions and Telegraphic Transfers.

The Osko service also allows you to receive payments generally on a near real-time basis, 24 hours a day, 7 days a week from an Osko eligible account held at another Osko participating financial institution or an Osko eligible Suncorp Bank account using your PayID.

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



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, Suncorp App 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 11 may also apply to Osko payments.

#### *How to use Osko*

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 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 Suncorp App Terms and Conditions, as the case may be.

#### *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.

#### *NPP Payments*

NPP Payments allow detailed payment messages (up to 280 characters) to be sent to a payee with foreign language characters, special characters and emojis. The full detailed payment message and any foreign language characters, special characters and emojis can be viewed on the Suncorp App only and may not be able to be viewed on Internet Banking or your statements of account.

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.

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 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.

#### **4.7 Paying to 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 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 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.

#### 4.8 Your PayID

The PayID service is an addressing service that enables a person to make payments to you through the NPP or Osko using your PayID instead of a BSB and account number, if that person is permitted to do so by their financial institution.

You will be able to create a PayID in connection with your Account via the Suncorp App if you accept the PayID Terms and Conditions and are able to satisfy the requirements set out in those PayID Terms and Conditions.

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. You can continue to operate your Account without a PayID, in which case payments made through the NPP or Osko to your Account will require your BSB and Account number.

A PayID linked to your Account may be linked to a PayTo Agreement in accordance with clause 4.9 (PayTo).

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 Suncorp App 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.

#### 4.9 PayTo

##### *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, Suncorp App Terms and Conditions and PayID Terms and Conditions.

##### *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.

An established PayTo Agreement allows a Merchant or Payment Initiator to take payments from your Account to pay for goods and services they provide you.

Payments made under a PayTo Agreement will be processed as an NPP payment. Even though an Osko payment is a form of NPP Payment, the only parts of clause 4.9 (NPP & Osko) which apply to the PayTo Service are the sections under the "NPP Payments" and "Basic Single Credit Transfer" headings. Otherwise, clause 4.9 does not apply to the PayTo Service.

##### *Eligibility and Access*

To be able to use the PayTo Service:

- you must provide us with your mobile phone number; and
- 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.

The PayTo Service is not available to establish a PayTo Agreement as a payment recipient.

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.

#### *Creating a PayTo Agreement*

- 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.
- 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.
- 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.
- 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.
- 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.

#### *Amending your PayTo Agreement*

- Your PayTo Agreement may be amended by the Merchant or Payment Initiator from time to time, or by us on your instruction.
- 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.
- 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.
- 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.
- Once an amendment request has been confirmed by you, we will promptly update the Mandate Management Service with this information.

- 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.

#### *Pausing your PayTo Agreement*

- 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.
- 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 (including that of our officers, employees, contractors or agents).
- We may pause any of your PayTo Agreements and any payment under them if:
  - we reasonably suspect that you are misusing the PayTo Service or using it to receive or make NPP Payments fraudulently;
  - we have any reasonable cause for suspicion or concern in relation to your Account;
  - the PayID linked to your PayTo Agreement is temporarily disabled or locked in the NPP;
  - we receive written correspondence from an appropriate authority stating that you are insolvent, bankrupt or mentally unsound;
  - we receive written correspondence saying the Account holder has died (if the account is in one name); or
  - 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.

#### *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 the section of this clause headed "*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.

#### *Cancelling your PayTo Agreement*

- 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.
- 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 (including that of our officers, employees, contractors or agents).

- We may cancel any PayTo Agreements:
  - linked to an Account if that Account is closed for any reason; or
  - linked to a PayID if that PayID is closed for any reason or transferred to an account at another financial institution.
- PayTo Agreements that have been cancelled cannot be resumed.

#### *Migration of Direct Debit Arrangements*

- 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.
- 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.
- 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.
- 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 the sections of this clause headed “*Amending your PayTo Agreement*”, “*Pausing your PayTo Agreement*”, “*No Transfer of your PayTo Agreement*” and “*Cancelling your PayTo Agreement*”.

#### *Your Responsibilities*

- 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 DDR 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.
- You must promptly notify us 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.
- 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.
- 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).

- 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.
- 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.
- 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.
- 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.
- You are responsible for ensuring that:
  - 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;
  - you do not use the PayTo Service to send threatening, harassing or offensive messages to the Merchant, Payment Initiator or any other person.
- 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.
- 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:
  - modifications to Our Intellectual Property by or on behalf of you in a manner that causes the infringement;
  - 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;
  - 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
  - your failure to use Our Intellectual Property in accordance with this agreement.
- You must comply with all applicable laws in connection with your use of the PayTo Service.

#### *Our Responsibilities*

- 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.
- 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.
- 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.

#### *Privacy*

- 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.
- 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.

#### 4.10 BPAY®

Suncorp Bank is a member of the BPAY® Scheme. BPAY® is an electronic payments scheme that allows you to pay bills 24 hours a day, 7 days a week (to billers who have a BPAY® Biller number) via the Suncorp App and Internet Banking by transferring money directly from your Carbon Insights Main or Sub-Account (excluding outages and system maintenance).

To access the BPAY® Scheme select the BPAY® menu option within Internet Banking or the Suncorp App. Then simply follow the prompts that will guide you.

To make BPAY® payments you must provide the following information:

- The biller code from the bill;
- Your customer reference number (e.g. account number) with that biller; and
- 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.

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

#### *Payment Processing Times*

If your instruction to make a bill payment using BPAY® is made before 6:00pm 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 6:00pm 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 delay might occur in processing a BPAY® payment where:

- there is a public or bank holiday on the day after you tell us to make a BPAY® payment;
- 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;
- another financial institution participating in the BPAY® Scheme does not comply with its obligations under the BPAY® Scheme; or
- 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.



### *Making an error on a BPAY® Payment*

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:

- 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
- 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.

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

### *Stopping a BPAY® Payment*

Once you make a BPAY® payment through Internet Banking or the Suncorp App we are unable to stop it. 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 promptly notify us by calling 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:

- 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
- 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;
- 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.

### *Liability for Mistaken BPAY® 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:

- you become aware of any delays or mistakes in processing your BPAY® payments;
- you did not authorise a BPAY® Payment that has been made from your Account; or
- 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 (including that of our officers, employees, contractors or agents).

### *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:

- you are in material breach of these Terms and Conditions that apply in respect of the BPAY® Scheme;
- we have security or other valid reasons for doing so;
- we suspect you of fraudulent or inappropriate behaviour;

- you have given us materially false or misleading information; or
- we need to by law.

#### *When a Biller Cannot Process a BPAY® Payment*

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

- advise you of this;
- credit your Account with the amount of the BPAY® Payment; and
- take all reasonable steps to assist you in making the BPAY® Payment as quickly as possible.

These BPAY® special terms and conditions in this clause apply only to BPAY® Transactions and are in addition to the Terms and Conditions contained in this document. Some BPAY® Transactions may also be ePayments Transactions within the meaning of the ePayments Code.

#### 4.11 Direct Debit

A Direct Debit facility allows a Direct Debit User to take payments from your Carbon Insights Main or Sub-Account(s) using a BSB and account number which is processed through the Bulk Electronic Clearing System regularly to pay for services they provide to you, like weekly gym membership payments or monthly health insurance payments.

A Direct Debit User is a Person or corporation you have authorised to process a Direct Debit to your 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.

#### *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 and provide us with required information.

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.

#### *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 4.9 (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 and providing us the required information. We also suggest you contact the Direct Debit User.

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 may also be ePayments Transactions within the meaning of the ePayments Code.

## 4.12 Debit Card

You have agreed to be issued a Suncorp Visa Debit Card for access to your Carbon Insights Main Account if you are 16 years of age or over. If you are under 16 years of age you will be issued a Suncorp Bank eftpos Card.

These special terms and conditions apply only to Debit 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 Debit Card.

Some Debit Card Transactions will also be ePayments Transactions within the meaning of clause 10. In such instances, where these Debit Card Transactions special terms and conditions do not agree with the ePayments Transaction provisions contained in clause 10, the ePayments Transaction provisions apply.

### *Visa Debit Card*

A Visa Debit Card provides access to available funds in your Carbon Insights Main Account to purchase goods and services or make cash withdrawals at ATM's throughout Australia and overseas (where the Visa logo is displayed) by using your Visa Debit Card and PIN.

You will be able to purchase goods and services:

- At an outlet within Australia that has EFTPOS available, by either:
  - Selecting the "savings" or "cheque" button;
  - Selecting the "credit" button wherever Visa cards are accepted; or
  - Making a contactless transaction at participating merchants using Visa payWave, including the use of your mobile device if your Debit Card has been registered for this service;
- Over the telephone or the Internet (or through the use of an app on your mobile device) by providing the Debit Card number to the merchant;
- Through Click to Pay with Visa at selected merchants;
- At outlets overseas wherever Visa is accepted.

### *Important information about using your Visa Debit Card*

- If you use your Visa Debit Card to make transactions over the Internet, please make sure that you tell us if you change your mobile number and other personal details such as your address.
- With a Visa Debit Card when you are paying for goods and services by Visa payWave, selecting the "credit" button at an EFTPOS terminal or providing the card number to a merchant over the telephone or the internet, you'll be covered by Visa's Zero Liability policy meaning you are protected against unauthorised transactions.
- You can use payWave functionality to make Contactless Transactions for purchases less than \$100 using your Visa Debit Card at merchants who have a Contactless Terminal without having to enter a PIN. For purchases over \$100 using your Visa Debit Card, a PIN is required. A Contactless Transaction made using your mobile device with a Contactless Terminal may require input of your Mobile Device Passcode.
- At some outlets you can obtain cash directly from your Account (known as 'cash out') by using your Chip Enabled Visa Debit Card and PIN. Simply select the "cheque", "savings" or "credit" button on the EFTPOS terminal. When you select "credit", the Card must be inserted into the terminal and not swiped
- You should not authorise a 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.
- You may be liable for Visa Debit Card transactions which cause your Account to become overdrawn.
  - As a result, interest or fees may be charged to your Account.



### *What is a Debit Card Transaction*

A Debit Card Transaction 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.

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

### *Lost or Stolen Debit Cards*

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

- The Hotline number is **1800 775 020**.
- If overseas **617 3362 1712**.
- 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 on the above numbers.

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

### *How You Authorise a Debit Card Transaction*

You can authorise or effect a 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.

As your 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 Debit Card Transaction to purchase goods and services by quoting your Debit 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 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 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 should also ensure you understand and agree with the Merchant's policy on the return or refund of goods or services purchased.

### *Recurring Payments*

A Recurring Payment facility allows a merchant or service provider to charge your Visa Debit Card regularly to pay for the services they provide you, such as online media streaming services charging a subscription service fee monthly.

A recurring payment on a Visa Debit Card can only be stopped or cancelled by the authorised Cardholder. We can help you pause, stop, or cancel recurring Visa Debit Card payments by contacting us by phone on 13 11 55. 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 Bank accepts no liability and will not be responsible for helping you, at your request, to pause, stop or cancel a recurring Visa Debit 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.

### *Chargeback Rights*

You have different rights under the rules of the Card Schemes to dispute certain 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 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.

### *Liability for Debit Card Transactions*

#### **IMPORTANT**

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

### *Authorisations of Your Debit Card Transactions*

If an authorisation for a 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.

### *What is Visa Secure and eftpos Secure?*

Suncorp Bank automatically enrolls all Visa Debit Cardholders into the Suncorp Bank Visa Secure and eftpos Secure security services, free of charge. These services provide additional security when you use your Visa Debit Card to shop at participating Visa Secure or eftpos Secure online stores (e.g. when you purchase a book online or a holiday).

If Visa Secure or eftpos Secure identify that a transaction requires further verification, you will be sent a One-Time Passcode by SMS to the mobile phone number you have registered with us. You will need to enter the Passcode into the verification screen to finalise your purchase.

If you do not have your mobile number registered with us, it may be necessary for you to contact the bank directly. Purchases that are not verified when required will not be authorised and if you wish to proceed with the purchase you will need to contact us.

### *Click to Pay with Visa*

Click to Pay with Visa is a digital payment service that allows you to store your major payment card information (including Visa, MasterCard and American Express) in one online location. This eliminates the need to enter your Visa Debit Card information every time you make an online purchase at participating merchants. At the checkout stage, you simply select the Click to Pay icon, choose the preferred payment card and click 'pay'. Click to Pay with Visa will process the transaction whilst shielding your full Visa Debit Card details from the merchant. You no longer need to worry about your Visa Debit Card data being at risk when you checkout with Click to Pay with Visa. You can sign up to Click to Pay with Visa through Internet Banking and there is no sign-up fee.

#### 4.13 Ownership of Cards and Access Methods

We own all Cards and Access Methods we issue you. Only you should use these (unless we first agree otherwise). We can cancel a Card, 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 or Access Method promptly if:

- you close your Account;
- you materially breach the Terms and Conditions;
- we close your Account; or
- 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. You will then only be able to transact on the Account via Internet Banking and/or the Suncorp App.

## 5 Fees & Charges

The Carbon Insights Account provides an unlimited number of fee free electronic Suncorp Bank transactions and provides multiple special request, replacement and other event fees for free. These items along with other fees and charges are outlined below.

### 5.1 ATM Operator Fee

An ATM Operator Fee may be charged for using a Non-Suncorp Bank or Non-atmx network ATM/Foreign ATM for Withdrawals and Balance Enquiries. This fee is displayed on the ATM screen before you proceed with a transaction, and you are prompted to either accept the fee and proceed or cancel the transaction. The ATM Operator Fee may vary depending on the ATM used and is charged to your Account immediately.

No fee is charged for atmx network ATM enquiries or withdrawals when you use an atmx network branded ATM to receive balance information or withdraw money using your Debit Card. This requires you to input your PIN.

### 5.2 Special Requests, Replacements and Other Event Fees

Unless otherwise stated, the following fees are charged per item at the time the service is provided or the transaction or event occurs. Where practicable, we will advise you of the fee before you proceed with a special request.

Card replacement	Nil
Visa Debit Card emergency overseas card replacement	Nil
Visa Debit Card Cash Advance at non-Suncorp Bank Institutions	Nil
Stop payment request – Direct Debit	Nil
Trace/recall of funds request – electronic payment	Nil

### 5.3 Foreign Currency Fees

Unless otherwise stated, fees are charged per item at the time the service is provided or the transaction occurs. Please refer to clause 6 for further information about foreign currency transactions, including exchanges rates and other fees and charges that may apply.

Foreign Currency Conversion Fee (Suncorp Bank Visa Debit Transactions)	Nil
Online Telegraphic Transfer sent via Global Payments	Nil
Online Telegraphic Transfers – recall, trace request	Nil

**Correspondent Bank Fees and Charges**

We will instruct the Correspondent Bank (excluding payments made to the South Pacific region) to deduct their fees from the payment you make  
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).

Varies dependent on Correspondent Bank and number of Correspondent Banks involved in the payment.

#### 5.4 Changing the Fees and Charges

We can change, vary, add or remove fees and charges that apply to your Account at any time, subject to clause 16.

We will comply with any Particular Conditions in changing the fees and charges. We can also introduce new fees and charges.

#### 5.5 About Fees & Charges

When you use your Account 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:

- the law;
- the ePayments Code (if applicable);
- the Banking Code of Practice (if applicable).

You must pay these fees and charges when we specify in any agreement or otherwise at the relevant time we ask you to pay them, acting reasonably. We will provide you with notice as per clause 16 where we change or introduce any fee or charge.

#### 5.6 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 16. 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.

## 6 Foreign Currency Transactions

With the Carbon Insights Main Account, you'll be able to make foreign purchases using a Visa Debit Card as well as perform Online Telegraphic Transfers via Internet Banking.

### 6.1 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 accessing our Internet site.

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.

### 6.2 Card Foreign Currency Transactions

Visa Debit Cardholders may be able to perform Foreign Currency Transactions online or overseas. 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 rates 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 won't charge Visa Debit Cardholders Foreign Currency Conversion Fees on purchases made online or overseas or a Cash Advance fee at non-Suncorp Bank Institutions. That's not to say the other financial institution won't charge an ATM Operator Fee.

### 6.3 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.

### 6.4 Online Telegraphic Transfer

An Online Telegraphic Transfer is a Telegraphic Transfer sent via Global Payments.

Whenever you instruct us to send an Online Telegraphic Transfer:

- We may use overseas banks, called Correspondent Banks, to act on our behalf when completing an 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 to the extent that the loss or damage is caused by our fraud, negligence or wilful misconduct (including that of our officers, employees, contractors or agents).
- 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.

- 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 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).
- 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 an Online Telegraphic Transfer, you acknowledge that Australian Privacy Principles 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.
- 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 loss is caused by our fraud, negligence or wilful misconduct (including that of our officers, employees, contractors or agents).

#### *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.
- A single Online Telegraphic Transfer cannot exceed AUD \$50,000.
- Individual Customer IDs can only complete Online Telegraphic Transfers up to a maximum total value of AUD \$100,000 equivalent plus Global Payments fees within a 48-hour period.

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

In addition to our fees and charges, the processing of an 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.

## 7 Holds on your Account

We may place a hold on any funds in your Carbon Insights Main and Sub-Account(s) 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 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.

## 8 Hearing from us

### 8.1 Notices & Notifications

Any notices or notifications we need to send you, will be sent electronically via email, through your phone (as an SMS message and/or push notifications through the Suncorp App) or a secure message via Internet Banking. If you don't keep your details up to date, we are not responsible for you not receiving any notices or notifications.

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.

Whilst electronic notifications are the default option on the Carbon Insights Main and Sub-Account(s), from time to time we may still decide to send you paper copies in certain circumstances including where electronic delivery is unavailable, where we reasonably believe your email address is not receiving the electronic communications we send or where we need to in order to comply with the law.

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 Bank is evidence of the postage date and that the mail was posted on the date stated in the certificate.

### 8.2 Statements

Every six months, you will receive one eStatement (an online version of paper statements) that shows your Account balances and Transactions for your Carbon Insights Main Account and your Carbon Insights Sub-Account(s). You can access your eStatements at any time in the Suncorp App or Internet Banking.

You can ask for a statement to be issued:

- Monthly;
- Quarterly; or
- Each 6 months e.g. end of June and end of December

You can let us know how often you would prefer your statement to be issued by sending a Secure Message via Internet Banking (for Joint accounts, only one applicant is required to send a secure message for the statement frequency to be updated).

Whilst eStatements are the default option on the Carbon Insights Account, if your Internet Banking has been deactivated or revoked, we may send you a paper statement. It's important to make sure you always have access to Internet Banking to avoid this.

If your Internet Banking becomes revoked, deactivated or access is restricted for 30 days, we may convert your Account to an alternative Suncorp Bank account that allows paper statements. We will notify you in accordance with clause 16 prior to the Account conversion to another Suncorp Bank account.

#### *Errors on Statements, Mistakes and Unauthorised Transactions*

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



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

Where moneys have been transferred by you from your Account to another account by mistake, 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:

- 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;
- in the event of a dispute we may pay the funds to a court pending resolution of any dispute;
- 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.

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

## 9 When you need to contact us

You need to let us know straight away if you:

- change your email address or mobile phone number - otherwise we can't send you important information such as statements, notices, notifications and reminders and any personal information in those statements, notices, notifications and reminders may be read by others. You can do this via Internet Banking or call us on 13 11 55
- don't recognise a Transaction - discussed at clause 10 below - call us on 13 11 55
- are experiencing financial difficulty - discussed at clause 17.10 below - call us on 1800 225 223, visit a branch, email us or write us a letter.
- lose your Card or your device or they are stolen - discussed at clause 4.12 above - call us on 13 11 55.
- think someone else knows your PIN or is using your Card - call us on 13 11 55
- make an incorrect payment via Internet Banking or the Suncorp App - discussed at clause 11.16 below - call us on 13 11 55

## 10 Unauthorised Transactions and Lost or Stolen Cards or Secret Codes etc.

If you suspect an unauthorised Transaction has been made on your Account or your Card, PIN, Internet Banking Password, Suncorp 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:

- our Hotline number **1800 775 020**; or
- if overseas, **617 3362 1712**
- You can report your Visa Debit cards as lost or stolen using the Suncorp App. However if any of 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.

We may require you to confirm the details 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. If you fail to notify us promptly when you become aware that your Card, PIN, 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 11.4 and clause 11.12 to clause 11.14 (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.

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.)

We will comply with the ePayments Code where it applies to an Unauthorised Transaction.

## 11 ePayments Transaction

The ePayments Code applies to multiple Transactions provided by us, each of which is an ePayments Transaction and includes:

- Electronic card Transactions, including ATM, EFTPOS and Debit Card Transactions that are not intended to be authenticated by comparing a manual signature with a specimen signature
- Internet Banking and Suncorp App Transactions including by way of External Transfer
- Online Transactions performed using a card number and expiry date
- Transactions using facilities with contactless features, not intended to be authenticated by comparing a manual signature with a specimen signature
- Transactions using the Suncorp App
- Online bill payments (including BPAY®)
- Direct Debits, and
- Transactions made under a PayTo Agreement, and
- Any other Transaction specified by the Australian Securities & Investment Commission

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

We will comply with the ePayments Code where it applies to your electronic Transactions.

### 11.1 Terms and Conditions

This clause 11 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.

### 11.2 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.

### 11.3 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, Internet Banking Password, Internet Banking Customer ID, Suncorp App Passcode, Mobile Device Passcode, Security Token Code, Security Token Passcode or other particular Access Method we give you as your Secret Code.

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

If your Card 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.

- The Hotline number is **1800 775 020**.
- If overseas **617 3362 1712**.
- You can report your Visa Debit card as lost or stolen using the Suncorp App, however if any of your Cards are 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.

#### 11.5 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.

#### 11.6 Secret Code Security Requirements

You must not voluntarily disclose one or more of your Secret Codes to anyone (orally or in writing), including a family member or friend. No one from the bank, the police, or a merchant should ask for your secret codes.

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

- put your Secret Code on your Card even if you disguise it;
- reverse the order of the Secret Code;
- say a disguised number is your Secret Code;
- disguise your Secret Code as a telephone number;
- replace your Secret Code with letters (e.g. A=1, B=2, C=3);
- write numbers that contain the same sequence of numbers as your Secret Code;
- record it on a computer or electronic device where it can easily be retrieved;
- 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;
- 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
- 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.

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.

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.

#### 11.7 ePayments Transaction 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.

## 11.8 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 for:

- withdrawals from Suncorp Electronic Equipment;
- withdrawals from Non-Suncorp Electronic Equipment where the owner allows these Transactions;
- purchases from businesses where the owner allows purchases to be made by EFTPOS; and
- making deposits in some Suncorp ATMs.

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

You must resolve any complaint relating solely to goods or services (and not the underlying 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.

## 11.9 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 us 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 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 18.

## 11.10 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:

- correcting any errors, and
- refunding any fees or charges imposed on you.

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

- did not recognise your Card or mobile device for any reason other than faulty Electronic Equipment;
- kept your Card for any reason other than faulty Electronic Equipment;
- did not work because of your deliberate or negligent act;

- was not used according to these Terms and Conditions or any Particular Conditions; or
- was not designed to handle the kind of Transaction you wanted to make.

#### 11.11 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.

#### 11.12 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 you have not contributed to the loss.

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

- are caused by our fraud, negligence or wilful misconduct or that of our officers, contractors staff or agents of ours or third parties involved in networking arrangements or Merchants or their agents or employees;
- are losses relating to an Identifier, Device or Secret Code which is forged, faulty, expired, or cancelled;
- 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;
- are caused by the same Transaction being incorrectly debited more than once to your Account;
- 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;
- 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
- 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.

#### 11.13 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 11.6.

- 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
- You are not liable for the portion of losses:
  - incurred on any one day that exceeds any applicable daily transaction limit,
  - incurred in any period that exceeds any applicable periodic transaction limit,
  - that exceeds the balance on the Account, including any pre-arranged credit, or
  - incurred on the 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:

- more than one Secret Code is required to perform a Transaction, and
- we prove that you breached the Secret Code security requirements in clause 11.6, 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 11.6 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:

- are liable for the actual losses that occur between:
  - when you became aware of the security compromise, or should reasonably have become aware in the case of a lost or stolen Device, and
  - when the security compromise was reported to us, but
- are not liable for any portion of the losses:
  - incurred on any one day that exceeds any applicable daily transaction limit,
  - incurred in any period that exceeds any applicable periodic transaction limit,
  - that exceeds the balance on the Account, including any pre-arranged credit, or
  - incurred on the 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:

- \$150, or a lower figure determined by us;
- the balance of the Account which we and you have agreed can be accessed using the Device and/or Secret Code, including any prearranged credit; or
- 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:

- 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
- 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.

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

You must:

- never voluntarily disclose your PIN, Suncorp App Passcode, Internet Banking Password, Mobile Device Passcode or any other Access Method or Secret Code to anyone, including a family member or friend; or
- 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
- 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
- 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

- 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:

- making any reasonable attempt to disguise the Secret Code(s) within the record;
- 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.

#### 11.15 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:

- to comply with any change or anticipated change in any relevant law, code of practice, guidance or general banking practice;
- to reflect any decision of a court, ombudsman or regulator;
- to reflect a change in our systems or procedures, including for security reasons;
- to respond to changes in the cost of providing your Account or Access Methods; or
- 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:

- introducing or increasing charges for Electronic Banking Transactions or additional or replacement Access Methods including Cards;
- increasing your liability for losses in relation to Electronic Banking;
- restricting your ability to make Electronic Transactions on your Account;
- imposing, removing or changing a daily or other periodic limit on Transactions, a facility, or Electronic Equipment; or
- 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 notice on or with your statement;
- a notice on Automatic Teller Machines or at our branches;
- by secure message services on our Internet Banking service (if you have agreed to this method);
- press ads; or
- 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 an adverse change that applied 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.

#### 11.16 Mistaken Internet Payments

When the ePayments Code applies to a Transaction made using Internet Banking or the Suncorp App, 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 in relation to Mistaken Internet Payments.

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.

Mistaken Internet Payment means a payment using a 'pay anyone' Internet Banking facility (for example, an External Transfer) processed by an Authorised Deposit Taking Institution (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:

- the transferor's error, or
- 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.

#### 11.17 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; or
- contacting us on **617 3362 1712**, if overseas.

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.

#### 11.18 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 your Account from which the Mistaken Internet Payment was made. If you no longer have the Account with us, or if it is not practicable to credit the returned funds to the 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).

#### 11.19 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:

##### **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.

##### **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.

##### **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.

##### **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 that were the subject of a Mistaken Internet Payment where we are required to do so to meet our obligations under the ePayments Code.



## 11.20 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.

## 11.21 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 18 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.

# 12 Overdrawing

Your Carbon Insights Account offers an extra level of overdraft protection and whilst most transactions will be prevented from overdrawing your Account, 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:

- when an electronic card Transaction does not require or seek our authorisation;
- when a Transaction is delayed or settled late;
- when certain fees are processed; or
- 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.

If your Carbon Insights Account becomes overdrawn, you must repay the whole amount owing. We can withdraw money from your other Suncorp Bank accounts to cover the amount overdrawn or take legal action if you do not repay.

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.

## 12.1 Dishonouring a Transaction

As the Carbon Insights Main and Sub-Account offers an extra level of overdraft protection, if you do not have enough Cleared Funds in your Account to cover any Transaction, we can dishonour the Transaction.

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 dishonour 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).

## 12.2 Disclosing your Details

Subject to applicable legal requirements and our privacy statement, you agree we can give information about you and your Account to any credit reporting agency or other financial institution if you seek or obtain credit or overdraw your Account.

# 13 Deductions We Can Make From Your Account

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

- cash withdrawals;
- Government Fees and Charges;
- any fees we charge or which we pay for you;
- any interest due;
- any electronic Funds Transfer Transactions;
- a Direct Debit authorised by you;
- payments authorised by you to be made through the PayTo Service;
- any transfers you make using Internet Banking or the Suncorp App, including as an Osko payment through the NPP;
- BPAY® Transactions; and
- other debit transactions and adjustments, including any deduction in exercise of our right of set off or account combination under clause 14.

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

## 14 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 Suncorp Bank account that you have with us against any debt owed by you to us, without your prior consent.

This does not apply to a loan regulated by the National Credit Code. 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 Suncorp Bank account with us, we can combine these accounts (including Suncorp Bank accounts you own jointly with other people) if we need extra money to cover one of your Transactions. We can charge a reasonable fee for this service.

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

## 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 or requesting closure by secure message on Internet Banking. If you have a Joint Account only one account holder is required to request closure of the Account.

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

- 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) business days (see clause 4.2);
- If you have any pending Debit Card Transactions, we cannot close your Account until they have been processed. Pending Debit Card Transactions may take up to five (5) days or in some circumstances longer to process (see clause 4.12);
- If your Account is overdrawn, we cannot close your Account until you repay all overdrawn amounts, including any fees or interest payable;
- We may not close the Account until you have returned the Card to us;
- Any outstanding Direct Debits, PayTo Agreements, Direct Credits, Recurring Payments, Periodical Payments, and future dated Transactions you have authorised must be cancelled or transferred to a different Suncorp Bank account prior to the Account being closed;
- If you have linked Carbon Insights Sub-Account(s), these Sub-Accounts will need to be closed or transferred to a different Suncorp Bank account prior to the Carbon Insights Main Account being closed.

## 15.2 When we can close your Account

We can close your Account if:

- you break the Terms and Conditions in a material way;
- to protect our Legitimate Interests;
- there has been a change of law or code of conduct that means we need to;
- you have given us materially false or misleading information;
- you act in a manner that in our reasonable opinion threatens the security of our staff or property or any other Person;
- 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
- 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;
- your Account is overdrawn for more than 90 days and there are no customer initiated transactions during this time;
- you no longer meet the eligibility criteria for a Card on the Account.

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:

- adhere to the Terms and Conditions surrounding closure of your Account;
- complete any forms we need;
- return your Card;
- repay any reasonable costs we have in closing your Account; and
- 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.

## 16 Changing these 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:

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

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.

Unless otherwise specified in our Terms and Conditions 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: <ul style="list-style-type: none"> <li>– advice on or with your statement; or</li> <li>– a notice in writing or on Electronic Equipment; or</li> <li>– a notice in the national media</li> </ul>
Change the way we calculate interest	At least 30 days in advance	One or more of the following: <ul style="list-style-type: none"> <li>– advice on or with your statement; or</li> <li>– a notice in writing or on Electronic Equipment</li> </ul>
Change how we charge or pay interest	At least 30 days in advance	One or more of the following: <ul style="list-style-type: none"> <li>– advice on or with your statement; or</li> <li>– a notice in writing or on Electronic Equipment</li> </ul>
<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: <ul style="list-style-type: none"> <li>– advice on or with your statement; or</li> <li>– a notice in writing or on Electronic Equipment; or</li> <li>– a notice in the national media</li> </ul>
Increasing an existing fee or charge (other than a Government Charge)	At least 30 days in advance	One or more of the following: <ul style="list-style-type: none"> <li>– advice on or with your statement; or</li> <li>– a notice in writing or on Electronic Equipment; or</li> <li>– a notice in the national media</li> </ul>
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: <ul style="list-style-type: none"> <li>– advice on or with your statement; or</li> <li>– a notice in writing or on Electronic Equipment; or</li> <li>– a notice in the national media</li> </ul>
Change how we deduct fees and charges	At least 30 days in advance	One or more of the following: <ul style="list-style-type: none"> <li>– advice on or with your statement; or</li> <li>– a notice in writing or on Electronic Equipment</li> </ul>
<b>Other Changes to Terms and Conditions</b>		
Changes to Electronic Banking Transactions Terms and Conditions outlined in clause 11.15	At least 30 days in advance	One or more of the following: <ul style="list-style-type: none"> <li>– advice on or with your statement; or</li> <li>– a notice in writing or on Electronic Equipment; or</li> <li>– a notice in the national media</li> </ul>
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: <ul style="list-style-type: none"> <li>– advice on or with your statement; or</li> <li>– a notice in writing or on Electronic Equipment; or</li> <li>– a notice in the national media</li> </ul>
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: <ul style="list-style-type: none"> <li>– advice on or with your statement; or</li> <li>– a notice in writing or on Electronic Equipment; or</li> <li>– a notice in the national media</li> </ul>
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: <ul style="list-style-type: none"> <li>– advice on or with your statement; or</li> <li>– a notice in writing or on Electronic Equipment</li> </ul>

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.

## 17 More Information

### 17.1 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.

### 17.2 Changing Your Details

You need to let us know promptly when any of the following changes for you:

- Your name;
- Email address;
- Mobile phone number;
- Mailing or residential address

If you change your name you'll need go into a Suncorp Bank branch as we'll need a certified copy of evidence satisfactory to use for any name change, which may include one of the following:

- A marriage certificate; or
- The relevant original signed deed poll.

You can update your contact details in the Settings and Security section of Internet Banking.

### 17.3 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:

- you do not follow any law or regulation that applies to your Account or Transactions on your Account;
- you use your Card in breach of these Terms and Conditions;
- you do not follow our Terms and Conditions; or
- an overseas Transaction you initiated is dishonoured, returned or cannot be processed;

We are not responsible for any loss if a Card is lost, stolen or misused except where we agree in these Terms and Conditions, 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).

### 17.4 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.

### 17.5 Laws and codes of practice

There are some other items which are important that you need to be aware of:

- We will comply with the Banking Code of Practice in relation to the Carbon Insights Account – it sets standards for subscribing banks and we are a subscribing bank
- We will comply with the ePayments Code in relation to your electronic transactions
- When you use the Suncorp App, additional terms and conditions apply – you can find them here or in the Suncorp App under Settings/Support & Information/Terms and Conditions

- When you use Internet Banking, additional terms and conditions apply – you can find them here.
- When you upload Cards to a digital wallet, you will need to read and agree to the applicable Terms and Conditions (Apple Pay or Google Pay) as part of the set-up process.

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 Bank's liability is limited to the maximum extent permitted by law. If any provision in this booklet is or becomes invalid, unenforceable or breaches any law or applicable code then the provision will be read down and construed so we are not permitted to apply or rely on that part to the extent that it is inconsistent with the law or code. If, after this, the provision would still be invalid or unenforceable, then it is deleted and will not affect the remaining parts of this document.

#### 17.6 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.

#### 17.7 Financial Claims Scheme

The Financial Claims Scheme (FCS) under the Banking Act 1959 applies to the deposit accounts you have with us. You may be entitled to a payment under the Financial Claims Scheme in some circumstances. Payments under the Financial Claims Scheme are subject to a limit for each customer. Information about the Financial Claim Scheme can be obtained from the FCS website at <http://www.fcs.gov.au>.

#### 17.8 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 which we must quote to the Australian Tax Office. We will not quote Tax File Numbers to anyone else. You can decide whether or not to give us your Tax File Number when you open an Account with us. If you choose not to tell us your Tax File Number, 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.

#### 17.9 Risks & Safeguards

There are a number of risks with using some payment facilities. The following information identifies some of these risks and makes suggestions on how you can avoid them happening to you. You should monitor your Account and contact Suncorp Bank promptly if there are discrepancies.

Risks:

- an unauthorised transaction occurs on your Account;
- the same transaction is processed more than once;
- you make an error in setting up a BPAY®, PayTo Agreement, transfer, Osko payment, Direct Debit or Direct Credit;
- a transfer, Direct Debit or PayTo payment fails or overdraws your Account because of insufficient funds;
- your Cards, Security Token or secret codes are lost or stolen. Your secret codes include your PIN, Internet Banking password, Suncorp App password, Security Token Code, Customer ID and Mobile Device Passcode.

## Safeguards:

- don't disclose your secret codes to anyone (orally or in writing). No one from the Bank, the police, or a merchant should ask for your secret codes;
- when selecting secret codes don't use obvious codes such as:
  - your date of birth;
  - consecutive numbers;
  - a series of the same number;
  - a driver's licence number;
  - an alphabetical code that is a recognisable part of your name.
- memorise your secret codes. Refer to the guidelines for recording secret codes in clause 11.6, if you need to record your secret codes;
- cover the numeric PIN pad at the ATM or EFTPOS terminal with your other hand to ensure your PIN is not seen by anyone else; keep your Card and secret access codes safe. Notify Suncorp Bank promptly if you lose your Card or you suspect someone knows your secret codes;
- when you use the Suncorp App or Internet Banking take care when entering or confirming details on biller codes, payment amounts, account details and PayTo Agreements and check and confirm accuracy before finalising the transaction;
- when making a payment, record your receipt number on the bill and check against your next Account statement;
- don't let anyone swipe your Card more than once without giving you a "transaction cancelled" receipt for all swipes except one;
- never access the Suncorp App or Internet Banking site via an email link. Suncorp Bank will never ask you to enter login details via emails;
- maintain up to date virus protection and firewall software on your computer;

## 17.10 Financial Difficulty

We want to help. If you find yourself experiencing financial difficulty at any time, please call us on 1800 225 223.

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.

## 18 How to contact us with a complaint

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:

**Online:** Using our feedback form

**By phone:** 13 11 55

**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)



**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 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. 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)

## 19 Important Terms Explained

Some terms used in this document are defined and explained below. In this document, unless the context indicates otherwise, the following terms 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.

Singular references include the plural and vice versa.

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

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:

- if possible, words which have an ordinary meaning are given that meaning;
- these Terms and Conditions are to be interpreted broadly;
- if a general term is used, it must be given a broad meaning; and
- 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.

Term	Meaning
<b>Access Method</b>	Means <ul style="list-style-type: none"> <li>– 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 your Account; and</li> <li>– 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).</li> </ul>
<b>Account</b>	Refers to the Carbon Insights Account
<b>ADI</b>	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.
<b>At Call</b>	Deposits and withdrawals can be made at any time to the Account
<b>ATM</b>	Means an Automatic Teller Machine
<b>ATM Operator Fee</b>	Has the meaning provided for in clause 5.1
<b>atmx network ATM enquiry</b>	when you use an atmx network branded ATM to receive balance information on your Account. This requires you to input your PIN and to nominate the Account as the account you wish to receive an account balance on.
<b>atmx network ATM PIN change</b>	When you use an atmx network branded ATM to change your PIN on your card. This requires you to input your PIN correctly prior to being able to change to your new nominated PIN.
<b>atmx network ATM withdrawal</b>	when you withdraw money from an atmx network branded ATM using your Card. This requires you to input your PIN and to nominate the Account as the account from which you wish to withdraw the funds.
<b>Australian Eastern Standard Time or AEST</b>	means the time in Brisbane, Australia.
<b>Available Balance</b>	means the amount in your Account we allow you to withdraw.
<b>Basic Single Credit Transfer</b>	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.
<b>Beneficiary</b>	means an overseas recipient of a Telegraphic Transfer or Online Telegraphic Transfer.
<b>BECS</b>	the Bulk Electronic Clearing System. This system has the role of managing the conduct of the exchange and settlement of bulk electronic low value transactions. It provides a framework to cover large volumes of individual payments which are batched for delivery between financial institutions.
<b>Biller</b>	means the recipient of funds you pay using the BPAY® service.
<b>BPAY®</b>	means the BPAY service provided by BPAY Pty Ltd, and as further described in clause 4.10.
<b>BPAY® Banking Business Day</b>	means any day on which banks in Melbourne or Sydney are able to effect settlement through BECS.
<b>BPAY® Payments</b>	means Funds Transfers made using BPAY®
<b>BSB</b>	means a six (6) digit number used to identify account institutions.
<b>Business Day</b>	means a day which is Monday to Friday on which branches of Suncorp Bank are open for business in Brisbane
<b>Carbon (Greenhouse Gas) Emissions</b>	refers to greenhouse gas (including but not limited to carbon dioxide (CO <sub>2</sub> e) and equivalents) emitted when fossil fuels are burned for the purpose of transportation, electricity production, commercial and residential buildings, industrial processes or from livestock or agricultural production.
<b>Carbon Neutral</b>	to become Carbon Neutral, businesses and organisations calculate the greenhouse gas emissions generated by their activity, such as fuel or electricity use and travel. They reduce these emissions as much as possible by investing in new technology or changing the way they operate. Any remaining emissions can be 'cancelled out' by purchasing and retiring Carbon Offsets. Carbon Offset units are generated from activities that prevent, reduce or remove greenhouse gas emissions from being released into the atmosphere. When the offsets purchased by an organisation equal the emissions produced, they are considered carbon neutral.
<b>Carbon Offsets</b>	offsetting carbon means an activity which prevents, reduces or removes emissions to compensate for emissions made elsewhere. The Australian market for Carbon Offsetting is currently voluntary where individuals and companies purchase offsets to compensate for their own greenhouse gas emissions, without being legally obliged to do so. A carbon offset is also known as a carbon credit and represents one tonne of greenhouse gas that has been removed from the atmosphere. So if a company had 1,000 tonnes of carbon they needed to offset, they would purchase 1,000 carbon credits.
<b>Card</b>	means the card we give you to use with or without your PIN at an Electronic Terminal and includes any Debit Card we give you.

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

Term	Meaning
<b>Card Foreign Currency Transaction</b>	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).
<b>Card Scheme</b>	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).
<b>Cardholder</b>	means any Person to whom a Card is issued.
<b>Chip Enabled Visa Debit Card</b>	a Visa Debit Card that has an embedded security microchip
<b>Cleared Funds</b>	means an amount of money in your Account we allow you to withdraw.
<b>Click to Pay with Visa</b>	a digital payment service offered by Visa to enhance online purchasing by storing Card details in a secure digital environment.
<b>Code</b>	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).
<b>Cogo</b>	Connecting Good Pty Limited (ABN 42 647 475 107), a wholly-owned subsidiary of Cogo Connecting Good Limited, a company incorporated in New Zealand (NZCN 5957234), trading as Cogo ("Cogo").
<b>Contactless Terminal</b>	a Terminal which can be used to make a Contactless Transaction.
<b>Contactless Transaction</b>	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.
<b>Customer ID</b>	means the secret number we give you that you are required to enter electronically in order to use Internet Banking.
<b>Debit Card</b>	means a Card we provide to you that allows you to authorise Transactions that are processed by a Card Scheme.
<b>Debit Card Transaction</b>	means a Transaction you authorise that is processed by a Card Scheme.
<b>Device</b>	means a device given by us to you that is used to perform an ePayments Transaction. Examples include: <ul style="list-style-type: none"> <li>– Debit Card, and</li> <li>– Security Token.</li> </ul>
<b>Direct Credit</b>	an electronic payment made to nominated bank account using a BSB and account number which is processed through the Bulk Electronic Clearing System (BECS). An example of this is where you initiate a payment to another account at another financial institution.
<b>Direct Debit</b>	Has the meaning provided for in clause 4.11.
<b>Direct Debit User</b>	Has the meaning provided for in clause 4.11.
<b>Direct Entry</b>	means a direct debit or direct credit as defined in the BECS Procedures.
<b>EFTPOS Electronic Funds Transfer at Point of Sale</b>	a fund transfer authorised by you or initiated by you giving instruction through electronic equipment to debit or credit your Account. An example of an EFTPOS transaction is a purchase of goods from a retailer using your Card. An EFTPOS transaction may require you to input your PIN and to nominate the account from which you wish the funds to be transferred to make the purchase. Alternatively, an EFTPOS transaction may be completed by holding your Card or mobile device such as a smart phone in front of a Contactless Terminal.
<b>eftpos Card</b>	a card which is linked to your Carbon Insights Main Account that can be used at locations bearing the eftpos logo. An eftpos Card is available when you don't meet the criteria for a Visa Debit Card.
<b>Electronic Banking</b>	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.
<b>Electronic withdrawal</b>	Includes withdrawals and transfers completed using Internet Banking, the Suncorp App, Suncorp Bank ATMs, Direct Debit, BPAY®, PayTo, EFTPOS.
<b>Electronic Equipment</b>	means any electronic device (approved by us) through which a Transaction can be effected and includes an Electronic Terminal, computer and computer equipment
<b>Electronic Terminal</b>	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: <ul style="list-style-type: none"> <li>– Automatic Teller Machines (ATMs);</li> <li>– cash registers;</li> <li>– Point of Sale equipment (POS);</li> <li>– remote banking equipment;</li> <li>– electronic funds transfer point of sale devices (EFTPOS).</li> </ul>
<b>Electronic Transaction</b>	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.
<b>End-of-day</b>	midnight Brisbane time at the end of the relevant day.
<b>eStatement</b>	Has the meaning provided for in clause 8.2.

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

Term	Meaning
<b>ePayments Code</b>	means the ePayments Code issued by Australian Securities & Investments Commission.
<b>ePayments Transaction</b>	Has the meaning provided for in clause 11.
<b>External transfer</b>	electronic funds transactions (Internet Banking or Suncorp App) that you initiate from the Carbon Insights Account to an account at another financial institution, including, if applicable through BECS or as an Osko payment.
<b>flexiRate</b>	Has the meaning provided for in clause 3.
<b>Foreign ATM</b>	Another financial institution's ATM – also called a 'Non-Suncorp Bank ATM'.
<b>Foreign Currency Transaction</b>	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.
<b>Funds Transfer</b>	means a transfer of funds from one account to another, either yours or a third party whether both accounts are held at Suncorp Bank or one account is held at another financial institution external to Suncorp.
<b>Global Payments</b>	is the system that processes Online Telegraphic Transfers via Internet Banking
<b>Government Fees and Charges</b>	means all money the Government charges that relates to the Account, or Transactions.
<b>Identifier</b>	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)
<b>Internet Banking</b>	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 <a href="http://www.suncorp.com.au/banking">www.suncorp.com.au/banking</a> .
<b>Internet Banking Terms and Conditions</b>	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.
<b>Legitimate Interests</b>	means: <ul style="list-style-type: none"> <li>– our legitimate funding (including securitisation), business risk management, prudential or security requirements; and/or</li> <li>– any other requirements that are reasonably necessary to protect us against a material risk of our own financial detriment.</li> </ul>
<b>Mandate Management Service</b>	means the central, secure database operated by NPP Australia Limited of PayTo Agreements.
<b>Merchant</b>	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.
<b>Migrated DDR Mandate</b>	means an existing Direct Debit arrangement that has been established as a PayTo Agreement, as further described in clause 4.9 (PayTo – <i>Migration of Direct Debit Arrangements</i> ).
<b>Mistaken Internet Payment</b>	Has the meaning provided for in clause 11.16.
<b>Mobile Device Passcode</b>	anything required to unlock a mobile device including a password, passcode, pattern or biometric identifier (where applicable).
<b>NPP Payments</b>	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.
<b>New Payments Platform or NPP</b>	means the New Payments Platform operated by NPP Australia Limited
<b>Non-Suncorp Bank ATM cash only deposit*</b>	when you make a cash only deposit* at a Non-Suncorp ATM designated by us from time to time using your Suncorp Bank Visa Debit Card or Suncorp Bank eftpos Card. This requires you to input your PIN and to nominate the Suncorp Bank account to deposit the funds into.
<b>Non-Suncorp Bank ATM enquiry</b>	when you use a non-Suncorp Bank branded ATM (e.g. ANZ or Westpac) to receive balance information on your Account. This requires you to input your PIN and to nominate the Account as the account you wish to receive an account balance on.
<b>Non-Suncorp Bank ATM withdrawal</b>	when you withdraw money from a non-Suncorp Bank branded ATM (e.g. ANZ or Westpac) using your Card. This requires you to input your PIN and to nominate the Account as the account from which you wish to withdraw the funds.
<b>Online Telegraphic Transfer</b>	is a Telegraphic Transfer sent via Global Payments
<b>Osko</b>	the Osko payment service provided by BPAY Pty Ltd using the New Payments Platform, which facilitates clearing and settlement of payments between NPP participants on a 24/7 near real-time basis.
<b>Our Intellectual Property</b>	has the meaning given in clause 4.9 (PayTo – <i>Your Responsibilities</i> ).
<b>Particular Conditions</b>	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.
<b>Party to a Shared Electronic Payments Network</b>	includes retailers, Merchants, communications services providers and other organisations offering facilities, Merchant acquirers and us.
<b>Payer</b>	means a Person who initiates a transfer of funds.

Term	Meaning
<b>Payee</b>	means a Person to whom a payment is made payable.
<b>PayID</b>	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.
<b>PayID Name</b>	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.
<b>PayID Terms and Conditions</b>	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.
<b>Payment Initiator</b>	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.
<b>PayTo Agreement</b>	an agreement established by you and an approved Merchant or Payment Initiator, by which you authorise us to make payments from your Account.
<b>PayTo or PayTo Service</b>	the service which enables us to process NPP Payments from your Account in accordance with and on the terms set out in a Payment Agreement you have established with a Merchant or Payment Initiator that subscribes to the service.
<b>Person</b>	means an individual, an estate of an individual, a corporation or other authority or association (incorporated or unincorporated).
<b>PIN</b>	means the Personal Identification Number you use at an Electronic Terminal.
<b>RTGS</b>	Real Time Gross Settlements. RTGS means the settlement system established and operated by the Reserve Bank of Australia for Real Time Gross Settlement.
<b>Receiving ADI</b>	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.
<b>Recurring Payment</b>	an electronic transaction where you have provided your linked Visa Debit Card details (including your Card number, expiry date and security code) to allow a merchant or service provider to charge your Card regularly to pay for the services they provide you, such as online media streaming services charging a subscription service fee monthly.
<b>Secret Code</b>	Has the meaning provided in clause 11.3.
<b>Security Token</b>	means a small electronic device or a mobile application issued by Suncorp Bank or its related entity which generates a Security Token Code, and includes any temporary security token.
<b>Security Token Code</b>	means the random code generated by a Security Token, which changes approximately every 60 seconds and includes any temporary Security Token Code that is issued by us.
<b>Security Token Passcode</b>	means a 6 digit passcode you nominate to access the Security Token mobile application.
<b>Sending ADI</b>	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.
<b>South Pacific Region</b>	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.
<b>Standard rate of interest</b>	the annual interest rates that we publish that apply to personal deposit accounts.
<b>Suncorp App</b>	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 Bank), 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.
<b>Suncorp Bank</b>	Suncorp-Metway Ltd ABN 66 010 831 722.
<b>Suncorp Bank ATM withdrawal</b>	when you withdraw money from a Suncorp Bank branded ATM using your Card. This requires you to input your PIN and to nominate the Account as the account you wish to withdraw the funds from.
<b>Telegraphic Transfer</b>	means a funds transfer sent electronically to an overseas bank account held with an external financial institution.
<b>Terms and Conditions</b>	means, where applicable: <ul style="list-style-type: none"> <li>– the contents of this document;</li> <li>– changes made to this document;</li> <li>– conditions automatically implied by law; and</li> <li>– fees and charges and interest rates specified by us.</li> </ul>
<b>Trace/recall of funds request – cheque, electronic payment</b>	Destination details of a payment you have made by cheque, electronic transfer or BPAY® from your Account or attempt to recall a payment you have made by electronic transfer or BPAY®

<b>Term</b>	<b>Meaning</b>
<b>Transaction</b>	means any fees, charges, deposits, withdrawals, credit or debit instructions or advice made from or added to your Account in any way.
<b>Unintended Recipient</b>	means the recipient of funds as a result of a Mistaken Internet Payment.
<b>Visa Debit Card</b>	a card bearing the Visa logo, which is linked to your Account. The card can be used at any location bearing the Visa or eftpos logo. A Visa Debit Card is automatically issued when meeting the criteria for a Visa Debit Card
<b>Visa Debit Card Cash Advance</b>	a cash withdrawal using a Visa Debit Card and selecting “credit” at an ATM which displays the Visa symbol. The customer may incur a cash advance fee for performing this transaction. Please refer to the “Special Requests, Replacements and Other Event Fees” section of this Product Information Document.
<b>Visa payWave</b>	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 in front of a Contactless Terminal. You do not have to enter a PIN to complete the transaction if the purchase is for less than \$100 using your Card. Purchases made using your mobile device may require input of your Mobile Device Passcode.
<b>We, our, us</b>	Suncorp Bank
<b>You, your</b>	the person acquiring the product and/or making non-cash payments.

## How to contact us



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