

Foreign Exchange

Forward Exchange Contract (FEC)

Product Disclosure Statement

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Issued by Suncorp-Metway Ltd
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Welcome

This Product Disclosure Statement (PDS) is an important legal document that contains statements and information concerning, and Terms and Conditions applicable to, Foreign Exchange – Forward Exchange Contract (FEC). The information in this PDS can help you:

- decide if this product meets your needs
- compare this product with similar products.

The information in this PDS is general in nature and does not consider your particular objectives, financial situation or needs. Before you purchase a product from us, you should read the PDS and any other documents we give you.

When you acquire this product you are entering into a contract with Suncorp-Metway Limited. This means that you can only deal with us in relation to this product.

Product Overview

When an importer or exporter agrees to a sale or purchase of goods in a foreign currency, an exchange risk may arise. If the exchange rate moves, the amount of currency to be paid or received will be affected.

Importers and exporters who require certainty about the exchange rate on their future transactions commonly use Forward Exchange Contracts. They can 'lock-in' an exchange rate to an agreed settlement date. Irrespective of subsequent exchange rate movements, the agreed exchange rate will be applied when the foreign currency FEC transaction takes place.

We are not obliged to sell or buy back this product before it expires and it can not be traded on a market with anyone else.

You will need an approved Suncorp credit facility with us before you transact a Foreign Exchange FEC covered by this PDS. Credit facilities should be discussed with a Suncorp lending representative. You should carefully consider the applicable fees and charges and terms associated with the credit facility.

For any terms you do not understand, please refer to 'Some terms explained' at the end of this document.

What is a Forward Exchange Contract (FEC)?

The market convention when banks quote exchange rates is to quote 'Value Spot' (or spot rate). Value Spot is the settlement date for a foreign exchange transaction whereby settlement will occur in two business days time. These days must be business days in both of the countries of the currencies being exchanged and also in the United States.

An FEC is a binding agreement between two parties to exchange one currency for another, at an agreed rate and on an agreed date, that is more than 2 business days after the date of the agreement (ie not Value Spot).

An FEC:

- has an exchange rate which is fixed at the time when the deal is agreed
- helps you manage your exposure to exchange rate fluctuations because you can 'lock-in' an FEC for a fixed settlement date and fixed exchange rate in the future
- needs a Suncorp credit facility in place
- can be 'optional' so the customer has the flexibility of settling on any day between two fixed dates (e.g. the FEC may specify a fixed date in three months time with the option to deliver anytime in the last month). You nominate that you want an optional contract, and the fixed dates, at the time the FEC is agreed.

When you arrange an FEC, you will be quoted a Forward Exchange Rate (or an 'outright' rate).

Forward Exchange rate

A Forward Exchange Rate is the rate when one currency is exchanged for another currency at a future date. This rate is calculated by adjusting the current spot rate by a Forward Margin. This margin is commonly referred to as "points".

Forward margin

A Forward Exchange Rate is not a forecast of what the spot rate will be at a future date.

A forward margin is set by the bank to calculate the forward exchange rate. It is determined by the difference between the two currencies interest rates for the term of the forward exchange contract.

Effectively it is priced to compensate the buyer of the higher yielding currency for extra interest that could have been earned between the spot date and the forward date.

Thus for AUD/USD, if Australian interest rates are higher than in the US, the margin will be negative and subtracted from the spot rate. Conversely if the Australian interest rates are lower than the US, the margin will be positive and added to the spot rate.

Term of FEC

The term of the FEC transaction will be agreed between us and is for a fixed duration. The duration of the term will also be subject to the term of your Suncorp credit facility. The term of the FEC transaction:

- is not subject to any minimum time period;
- can not exceed the term of your credit facility (see the section “Credit Facility” below for more information).

Credit facility

You will need an approved Suncorp credit facility with us before you can transact a FEC covered by this PDS. If you have insufficient funds to settle a transaction, Suncorp may draw on your credit facility to settle or cover it. If you are unable to meet your obligations under the credit facility, Suncorp may exercise rights against you under the terms of the credit facility.

Credit facilities should be discussed with your Suncorp lending representative and you should carefully consider the applicable fees and charges and terms associated with the credit facility. These will be fully disclosed in the relevant facility documentation.

You should read the credit facility documentation carefully to understand your rights and obligations and also Suncorp’s rights and obligations under the terms of the credit facility.

Examples of Forward Exchange Contracts (FECs)

Any rates used in these examples are for illustrative purposes only and may not reflect current market rates.

Example 1

ABC Farms are importing an irrigator from the US. The irrigator is due for delivery in four months and full payment of USD 150,000 is due in three months. In the past, ABC Farms have always used Value Spot for their foreign exchange transactions; however these have been for small transactions. The new equipment is a large cost for ABC Farms and they are concerned the AUD/USD exchange rate could move unfavourably, resulting in the irrigator costing more than expected.

They already have a credit facility in place and have contacted their Treasury Representative who quotes them:

a current spot rate of	1.0004
3 month Forward Margin	<u>-0.0078</u> (-78 points)
FEC rate of	0.9926

ABC Farms decide to go ahead with the FEC. They have agreed to buy USD 150,000 and sell AUD 151,118.28 (USD 150,000/0.9926) on a fixed date in three months.

Three months later, the spot rate is 0.9600. As ABC Farms have an FEC in place, they buy USD 150,000 and sell AUD 151,118.28 at the agreed rate of 0.9926.

If ABC Farms had not locked in the FEC when they did, and if they had to deal at today's spot rate of 0.9600, the irrigator would have cost them AUD 156,250.00, an extra AUD 5131.72.

Example 2

XYZ Exports have just signed a deal for a shipment to New Zealand. Their goods will be shipped in three months and they expect to receive NZD 55,000 within two days of the shipment leaving. The AUD/NZD exchange rate has been rising unfavourably for XYZ Exports.

They have always used FECs to protect their income against unfavourable exchange rate movements. After agreeing the shipment terms with the New Zealand buyer, XYZ Exports' accountant, Mr Stewart, contacts his Treasury Representative who quotes him:

a current spot rate	1.2546
3 month Forward Margin	<u>-0.0017</u> (-17 points)
FEC rate of	1.2529

Mr Stewart confirms he will accept the FEC rate.

Three months later, the AUD/NZD spot rate is 1.2200. XYZ Exports sell NZD 55,000 and buy AUD 43,898.16 at the agreed rate of 1.2529.

In this case, XYZ Exports would have received AUD 1,183.81 more if they had taken today's spot rate of 1.2200 to receive AUD 45,081.97 and not locked in to an FEC.

Special Features

Extension of a FEC

The Bank may consider requests to extend a Forward Exchange Contract using the historical rate on a case by case basis where there is a genuine underlying trade related purpose. The Bank gives no undertaking to approve such requests. All HRR requests will be subject to our credit approval process and you may be required to provide information to support your request. Deviation from prevailing market rates involves accounting, credit and proprietary risks. You should make your own assessment and obtain your own advice regarding the risks associated with HRR extensions and their suitability for you.

Extensions require approval by us

For example, using the ABC Farms importer example from above, the irrigator was delayed for a month because of supply problems in the United States. ABC Farms can ask us to extend the existing FEC for another month. After we have approved the extension ABC Farms are quoted:

a current spot rate	0.9960
original FEC rate	0.9926
an adjusted FEC rate	0.9896

The adjusted FEC rate is 30 points worse than the original FEC rate of 0.9926. The 30 points reflect the Forward Margin for the additional month plus an adjustment for the difference in cash flow (the FEC is 'out of the money').

Pre-delivery of a FEC

A FEC can be partly or fully 'pre-delivered' before the value date. A pre-delivered contract can be 'in the money' or 'out of the money', creating a difference in cash flow. We will adjust your FEC rate to reflect this difference in cash flow.

For example, using XYZ Exports from the example above, the New Zealand buyer called a week later and asked if the shipment could be sent a month earlier. XYZ Exports agreed to change the shipment arrangements.

Two months later, the shipment leaves as scheduled and XYZ Exports receive NZD 55,000. The existing FEC is due to mature in one month. Mr Stewart tells his Treasury Representative that XYZ Exports needs to deliver the NZD on their FEC early. He is quoted:

a current spot rate	1.2200
original FEC rate	1.2529
an adjusted FEC rate	1.2539

The adjusted FEC rate is ten points worse than the original FEC rate of 1.2529. The 10 points reflect the Forward Margin for the remaining unused term of the contract plus an adjustment for the difference in cash flow. (the FEC is 'out of the money').

Optional period

An FEC may be entered into with a period during which it may be pre-delivered without the FEC rate changing. This period is termed an 'optional period'. An FEC with an optional period is one where the contract rate may be used without adjustment and when you can expect a currency delivery date within a time period or range of dates. The optional period is set for the range dates and if payment is received at any time within that period the FEC is early delivered without a rate adjustment. For example, you might have a six-month FEC where you can pre-deliver anytime in the last month without an early delivery adjustment to the FEC rate.

The optional period does not release you from your obligation under the FEC.

What are the benefits of a FEC transaction?

Exchange rates are volatile. There is a risk that exchange rates may move between the date you enter into the transaction and the value date.

The benefits of a FEC includes protection in the event of unfavourable movements in exchange rates between the time when you locked in the exchange rate and the settlement date. A FEC provides greater cash flow certainty.

What are the disadvantages of a FEC transaction?

Once you have agreed your rate with your Treasury Representative you will not be able to take advantage of any favourable movements in exchange rates for this transaction.

What are the significant risks of a FEC transaction?

Risks	Consequences
FEC exchange rate is worse than the prevailing spot rate at value date ('out of the money').	Loss of opportunity to buy/sell at today's better rate
FEC is 'out of the money' and the contract amount is more than required. You need to buy/sell the excess amount but the prevailing spot rate is worse than the FEC rate.	1. Loss of opportunity to buy/sell at today's better rate 2. Actual cash loss because of the differential between the FEC rate and the prevailing market rate for the surplus amount
FEC is 'in the money' and the contract amount is less than required. You need to buy/sell the additional currency amount at the prevailing spot rate, which is worse than the FEC rate.	Actual cash loss because of the differential between the FEC rate and the prevailing market rate for the shortfall

Other Risks

Foreign currency markets are volatile and there is a risk that exchange rates will move adversely, commonly called "Currency risk". There is a risk that you could incur a loss to the extent that these move against you.

Counterparty risk also exists in a Foreign Exchange FEC transaction. This is the risk that a counterparty to a transaction may be unable to meet its obligations. Suncorp-Metway Ltd is the counterparty to your Foreign Exchange FEC and is an Approved Deposit taking Institution and subject to prudential regulation. Our financial position and other corporate information can be understood by referring to the information and documents at the "About Us" section on our website www.suncorp.com.au.

We are not obliged to sell or buy back this product before the settlement date and it can not be traded on a market with anyone else.

How settlement takes place

The AUD or foreign currency that you or another party are paying to us must be cleared funds before you can transact with us. Our AUD payments will be made by electronic transfer. Our foreign currency payments will be made by electronic transfer.

To make a foreign currency payment, you will need to fax, email or send in any other agreed electronic form your signed instructions to Treasury Operations.

Remuneration and other benefits paid to the Representatives

Representatives employed in the Treasury area of the Suncorp Group receive an annual salary, which is based on a number of general factors including industry experience, location, qualifications and complexity of role. In addition, a Treasury Representative may be paid a bonus payment based on a number of factors including the Representative's individual performance. However, Representatives do not receive incentives, commissions or other payments based solely on individual sales or the advice provided by the Representative. At any point in time, it is not possible to determine if a Treasury Representative will receive a bonus or to quantify it.

Documents

Unless you already have an agreement in place, we will send you either:

- a Derivatives Master Agreement for Foreign Currency Transactions; or
- a Master Agreement in the form produced by the International Swaps and Derivatives Association Inc. ("ISDA").

Both of the above set out the terms and conditions that apply to the Foreign Exchange transactions we enter into with you and generally govern the relationship between you and Suncorp. You should also read the Suncorp terms and conditions below that also apply.

You can ask us for copies of these documents. We recommend you read the documents and that you seek your own independent legal advice.

You need to sign the document and return it to Treasury Operations before you can enter into a foreign exchange transaction. You may also need to satisfy other requirements that we may have before you can enter into a foreign exchange transaction.

Fees and charges

Unless otherwise stated fees are charged per item at the time the service is provided or the transaction or event occurs:

Telegraphic Transfers (issued)	\$30
Telegraphic Transfers (recall, amend, trace request)	\$30

About Fees and Charges

In charging any fee or charge we will comply with:

- (a) the law (including any obligation we may have to disclose our fees to you);
- (b) the ePayments Code (if applicable);
- (c) the Code of Banking Practice (if applicable).

You must pay these fees and charges when we specify in any agreement or earlier if we ask you to pay them. Whilst there are no account keeping fees, we charge a fee to you for each buy or sell transaction (i.e. any contribution or withdrawal made to your account) you make. This fee is incorporated into the Buy-Sell Spread for each foreign exchange transaction. This fee is in addition to the Telegraphic Transfer charges outlined above. For some products a premium may apply. The amount of the premium will be quoted to you by your Treasury Representative before you enter into a contract with us. If you require further information regarding fees please contact your Treasury Representative.

Exemptions from Fees and Charges

In certain circumstances Suncorp may exempt customers or refund particular fees and charges. To find out when we may do this please contact your Treasury Representative.

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

Changing the Fees and Charges

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

Government Fees and Charges

No government fees and charges apply to Suncorp Treasury accounts/products.

How to transact

Contact your Treasury Representative. Please note that instructions by phone, fax, email, post or any other agreed electronic form can only be accepted from an individual properly authorised to give them. An Authorised Signatory of the product must sign the instructions.

If you are a new customer, we will send you forms that you need to complete, sign and then return the originals to us before you can transact.

How to contact your Treasury Representative

If you have any questions about this document, or to obtain details of our exchange rates or other fees and charges please contact your Treasury Representative:

City	Phone	Fax	Email
Brisbane	1300 557 763	(07) 3031 2209	treasuryfx@suncorp.com.au (payment instructions only)

Note: *All conversations with Suncorp Treasury are recorded*

Postal Address:

Treasury Operations (4FI015)

Suncorp-Metway Ltd

GPO Box 1453

Brisbane 4001

Terms and Conditions

These Terms and Conditions apply to all Treasury products (including foreign exchange products), to the extent relevant to the particular product.

General information

You agree that you accept the following Terms and Conditions and that they apply to you and your product when:

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

Headings used are a guide only. 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.

Subject to our legal obligations, we may exercise our discretion in any manner we think fit to protect our Legitimate Interests.

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.

Severability

If apart from the operation of this provision, the application of a mandatory law or Code applicable to this document would apply to a particular provision so that it would make that provision void, unenforceable or in breach of the applicable law or Code, then the relevant provision will be:

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

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

Privacy and Confidentiality

Suncorp is a member of a financial services Group (the Suncorp Group). The Suncorp Group offers many different categories of financial products and services.

We need to collect personal information from our customers so we can:

- set up and administer a product for you;
- determine a customer's requirements and provide the appropriate product or service;
- assess a claim made by a customer under one or more of our products;
- assess our customers and their needs; and
- improve our financial products and services.

Without this information, we cannot provide the product or service. If you would like a copy of Treasury's complete Privacy statement please contact your Treasury Representative or visit our website www.suncorp.com.au/privacy.

Interception and recording of communications

All phone conversations with Suncorp Treasury are recorded. 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, fax and any other form of electronic or wireless communication.

Problems and complaints

We can help you with any problems you might have with our products and services. Most problems can be solved by simply talking to your Treasury Representative.

If you have a complaint concerning any of our products or services, please tell us. You can do this in any of the following ways:

Call us on: 1800 689 762 (FREE CALL)*

Send us a Fax on: 1300 767 337

Write to us at: Reply Paid 1453
Suncorp Bank Customer Relations (4RE058)
GPO Box 1453
BRISBANE QLD 4001

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

Or contact us in person through our stores.

If we are unable to resolve your complaint within 24 hours we will acknowledge your complaint within 3 days and endeavour to resolve it within 21 days. For further information on our complaints handling procedure, please contact your Treasury Representative. If you are dissatisfied with the outcome of your complaint or the way in which it was handled please let us know.

If an issue has not been resolved to your satisfaction, you can lodge a complaint with the Australian Financial Complaints Authority, or AFCA. AFCA provides fair and independent financial services complaint resolution to consumers and some small businesses.

AFCA provides a free service for customers with complaints involving \$1,000,000 or less.

You can contact AFCA by:

- phone on 1800 931 678 (free call)
- email at info@afca.org.au
- writing to Australian Financial Complaints Authority
GPO Box 3, Melbourne VIC 3001
- website www.afca.org.au

If you want more information on this service please ask us for a brochure.

* Calls to Free call numbers are free of charge when dialled from a Telstra payphone

Financial Difficulty

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

Laws and codes of practice

Where applicable, the Code of Banking Practice, ePayments Code and the AFMA Code of Ethics and Code of Conduct apply to your accounts and our services. The relevant provisions of the Code of Banking Practice (including any amendments) apply from the date Suncorp formally adopted the provisions of the Code.

We agree to follow the rules of the ePayments Code for electronic banking transactions made in Australia and we give you a warranty that we will do so. You have certain rights at law, which cannot be limited or excluded. Nothing in these Terms and Conditions limits or excludes those rights, however, Suncorp's liability is limited to the maximum extent permitted by law.

AFMA OTC market conventions

Where applicable, Suncorp endeavours to follow the Australian Financial Markets Association (AFMA) Over the Counter (OTC) Market Conventions.

The conventions are not legislative or prescriptive in nature. Rather, they are intended to mirror the consensus view of the market as to what are the most common practices in the respective markets. This will enable you, Suncorp and other parties to avoid misunderstandings due to differing perceptions of common market conventions when dealing.

If you require further information regarding the conventions please visit the AFMA website at www.afma.com.au.

Indemnity for loss or damage

Subject to these Terms and Conditions you indemnify us against any loss or damage we may suffer due to any claim, demand or action of any kind brought against us by any person arising directly or indirectly because you:

- did not observe any of your obligations under these conditions; or
- acted negligently or fraudulently in connection with these conditions.

You agree to pay us for any loss, damage or costs we might have, if:

- (a) you do not follow any law or regulation that applies to your product, account, service or transactions on your account;
- (b) you do not follow our Terms and Conditions;
- (c) a transaction, including overseas transactions, you initiated is dishonoured, returned or cannot be processed; or
- (d) there is any breach by you as a trustee or director.

Giving us instructions

Generally, we can act on instructions from you (including those given by telephone, fax, email or in any other electronic form where agreed from time to time). 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.

In consideration of us accepting or acting upon your instructions, including those given by telephone, fax, email or in any other electronic form from time to time, you acknowledge and agree:

1. Your instructions shall be sent to such number, email address and for the attention of such individuals as we may require from time to time.
2. That fax, email and other agreed electronic form instructions are sent on your letterhead or otherwise clearly identify you as the sender and signed by a duly Authorised Signatory. At our request you will confirm all instructions in writing.
3. We are not obliged to act upon instructions from you and acceptance of one or more instructions by us shall not oblige us to act on or otherwise accept further instructions from you.
4. We shall not be liable for any loss or damage (whether consequential or otherwise) incurred by you as a result of us acting on instructions which we believed were duly given by an Authorised Signatory or Authorised Dealer. You indemnify us against any loss incurred as a result of us acting in accordance with instructions, which we believed, were duly given.
5. Instructions shall be governed by and construed in accordance with the laws of Queensland.

Notices from us

Any notice or other document may be given by us by our sending it to your last known email or postal address (as last advised by you). Except where it contravenes a law or the ePayments Code, provided that we send it to your last known email or postal address, it is taken to have been received on the date it would have been delivered in the ordinary course. A certificate signed by an officer of Suncorp is evidence of the postage date and that the mail was posted on the date stated in the certificate.

Changing your details

You must write to tell us promptly if you or any person authorised to make transactions on your behalf changes name, signature, residential address, postal address, phone, fax number or email address.

You must also advise us promptly if you change your bank account details, standard settlement instructions or Authorised Dealer or Authorised Signatory.

If you would like to change the name on your product (eg due to marriage, change of a company name) please contact us for details of our requirements.

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

Our rights

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

Identity

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

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

If you are an existing Suncorp customer you will not generally be required to repeat the customer identification process, however you will need to identify yourself if we ask.

Taxation

You can decide whether or not to give us your Tax File Number or ABN when you transact with us.

Under the Income Assessment Act, authority is given to collect and quote Tax File Numbers. We will keep your Tax File Number confidential. For more information about Tax File Number regulations, contact the Australian Taxation Office.

This product may have capital gains tax or income tax implications for you depending on your circumstances.

In this regard the Australian Government enacted legislation which affects foreign exchange gains and losses arising from transactions entered into from 1st July 2003. Depending on your circumstances foreign exchange gains/losses may need to be included in/deducted from your assessable income regardless of whether there is an actual conversion of foreign currency amounts into Australian dollars.

To better understand the tax implications of this product for your circumstances, you should contact your accountant.

Dealing authority and Power of Attorney

Dealing authority

You are able to give up to four people, authority to provide instructions and transact on your behalf. This means that they will be able to fully operate your Treasury product and will be allowed to conduct other transactions.

To authorise an individual to act on your behalf they must be listed on the Client Details Form, which must also be signed by you, and complete the customer identification process.

You can specify what the person you appoint can do and which products they can access by completing the Special Instructions section of the Client Details Form. If you want to change or cancel the appointment of the person, you must provide original written advice detailing all changes, signed by you or another Authorised Signatory.

The appointment will also cease once we are notified of your death or that you have become mentally incapacitated or in the case of a business, resignation or change of role of the Authorised Signatory.

We only accept telephone transaction instructions from an Authorised Dealer. We only accept written instructions of any kind from an Authorised Signatory.

A person can be both an Authorised Dealer and an Authorised Signatory.

Power of Attorney

You can appoint a person to be your attorney under a Power of Attorney to transact on your behalf.

We must have an acceptable, certified copy of the original Power of Attorney and completed the customer identification process before an attorney can access an account/product. You must tell us as soon as possible if you cancel, change or revoke the Power of Attorney.

Risks with appointing Dealing Authorities and Powers of Attorney

You appoint a dealing authority or an attorney at your own risk.

You are responsible for any transactions that person makes on your behalf, even if you do not know about the transactions.

You must not give your Telephone Access Code, any password or other secret code or access method we give you to the appointed person or anyone else. We may issue a separate Telephone Access Code, password or other secret code or access method to any appointed person you have authorised to operate your account/product.

Unless we are found to be negligent, fraudulent or to have otherwise breached our legal obligations, we are not responsible for a dealing authority/attorney or the way that a dealing authority/attorney accesses an account/product. Subject to law, unless we are found to be negligent, fraudulent or to have otherwise breached our legal obligations, we are not liable for any loss or damage caused by a person you have authorised to operate on your behalf.

Trusts

If you are a trustee, you:

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

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

Companies, partnerships and incorporated associations

If the account and/or product holder is a company, partnership or incorporated association we can only accept instructions/requests in the way the rules of the company, partnership or incorporated association allow.

Errors on statements or confirmations, mistakes and unauthorised transactions

You must read statements and other records and 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 you must notify us as soon as you become aware of the transaction.

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 and/or product.

Some transactions are governed by the ePayments Code. We will comply with the requirements of any law, code or scheme applying to any disputed transaction.

Confirmations

We will send you a confirmation of transactions made and the terms applying to same via fax, email or in any other electronic form where agreed from time to time. The confirmation will be conclusive evidence of the transaction made and terms applying to same unless you advise us otherwise, within 24 hours of receipt of the confirmation.

If you advise us of any incorrect information contained in the confirmation within 24 hours of receipt of the confirmation we will proceed to investigate and attempt to resolve the disputed information. In doing this, we will comply with the requirements of any law, code or scheme applying to any disputed transaction.

Losses and errors

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

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

- (a) caused by fraudulent or negligent conduct of our staff or agents of ours or companies involved in networking arrangements or merchants or their agents or employees; or
- (b) losses that are caused by the same transaction being incorrectly debited more than once to the same account.

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

When you are liable for losses

You will be liable for losses resulting from unauthorised transactions where on the balance of probability we can prove that you contributed to the losses through fraud. We are not responsible for any loss suffered if the account numbers, BSB or amounts of transactions you authorise are incorrect or invalid or if you authorise transactions more than once in error.

You must check the details of each transfer and each transaction in a payment and ensure that the accounts, BSB and amounts are correct. Once you authorise transactions to be processed we will not be able to stop, withdraw, suspend or delete the transfer, change any details or recover the funds.

If a transfer is unable to be processed by the receiving financial institution, the funds will be returned to your account. This may take approximately 5 days but can take longer depending on the other financial institution.

If an electronic transfer to another financial institution fails, it is possible that the funds returned to us and subsequently returned to you, may be less than the funds originally transferred due to failure fees charged by the other financial institution or market movements in exchange rates if the return of funds involves an exchange.

Overseas transactions

Transactions processed in foreign currency may be converted to Australian dollars using the exchange rate specified by your Treasury Representative at the time of processing.

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

If we have reasonable grounds for thinking that your overseas transaction breaks any law applying at the time, we can refuse to process it.

Some terms explained

The following table defines and explains the meaning of some terms used in this PDS.

Term	Meaning
AFMA	The Australian Financial Markets Association.
AFSL	Australian Financial Services Licence.
Authorised Dealer	Has the authority to exchange information and book in a deal or transaction.
Authorised Individual	Has full authority to transact and sign on the account, unless otherwise indicated on the Treasury Client Details Form.
Authorised Signatory	Has the authority to sign all documents. This includes settlement instructions, transactional instructions and amendments to customer details.
Business day	A day when banks are open for business in each of the centres applicable to the currencies being transacted and the United States.
Cleared Funds	Funds that are available for withdrawal. Cheques and payments other than cash may have a waiting period during which the funds are unavailable. Funds paid in by cheque may take up to 5 days to become available, however the length of the waiting period depends on the beneficiary's bank and the type of payment involved. For example, funds from electronic transfers are usually available more quickly than funds from cheques.
Close off times	The time on a given business day before which we will process your transaction for value that day. Close off times vary depending on the country of currency of your deposit and its time zone. For example we have an earlier close off time for countries that have a similar time zone to Australia, such as Japan and New Zealand and a later close off time for countries with a time zone that is hours behind Australia such as Europe and America.
Code	Any industry code of practice that applies to us, your account or a transaction and includes the ePayments Code and the Code of Banking Practice.
Confirmation	Our written advice that is proof of your transaction. It shows details such as the date, name, address, term, amount, currency, exchange rate and beneficiaries.
Credit Facility	The facility under which we have agreed to provide an agreed amount of credit you can use for a set period.
Currency Codes	AUD – Australian Dollar GBP – Great British Pound JPY – Japanese Yen USD – United States Dollar
Derivatives Master Agreement	The Master Agreement for Foreign Currency and Derivative Transactions issued by Suncorp-Metway Limited.
ePayments code	Regulates electronic payments, including online payments, internet and mobile banking, BPAY, ATM, EFTPOS and credit card transactions.
Exchange rate	The price of one currency expressed in terms of another.
Historical Rate Roll (HRR)	Historical Rate Roll refers to the extension of a Foreign Exchange Contract at its existing rate adjusted for the additional forward margin and costs incurred by the Bank.

Term	Meaning
ISDA Master Agreement	The Master Agreement approved by the International Swaps and Derivatives Association Inc. that governs a variety of derivative transactions entered into between the parties named in the Agreement. The Agreement outlines the terms and conditions that each party has agreed to comply with and are read in conjunction with the confirmation.
Standard settlement instructions (SSI) – for AUD transactions	<p>Payment or receipt instructions, including beneficiary’s name, bank, branch, account number, invoice details and codes so we can pay or receive money correctly. The details must be:</p> <ul style="list-style-type: none"> – given to us in writing by an Authorised Signatory of the product – in the same name as the account and – agreed to by appropriate authorities in Treasury Operations.
Standard settlement instructions (SSI) – for foreign currency transactions	<p>Payment or receipt instructions, including beneficiary’s name, bank, branch, account number, invoice details and codes so we can pay or receive money correctly. The details must be:</p> <ul style="list-style-type: none"> – given to us in writing by an Authorised Signatory of the product; and – agreed to by appropriate authorities in Treasury Operations.
Suncorp	Suncorp-Metway Ltd ABN 66 010 831 722, its successors and assigns.
Terms and Conditions	<ul style="list-style-type: none"> (a) the contents of this booklet; (b) changes made to this booklet; (c) conditions set out by law; (d) fees and charges; and (e) any application form completed and signed by you in relation to a Suncorp Treasury Product.
Transaction	Any fees, charges, deposits, withdrawals, credit or debit, instructions or advice made from or added to your product in any way.
'we', 'our' or 'us'	Suncorp.
'you' or 'your'	The person who has a product with us. It can also include a partnership, trust, company or corporation. If more than one person has the product, 'you' includes all those people - singly and as a group, 'your' is used in the same way. All references to 'you' and 'your' include the successors, administrators or assigns of you or that person.

How to contact us



Call
1300 557 763



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



*Local
store*