

# Terms and Conditions

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For Suncorp Accounts

For Continuing Credit Accounts

Effective Date: 07 September 2018

Suncorp-Metway Ltd ABN 66 010 831 722

AFSL 229882 Australian Credit Licence 229882



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## Table of Contents

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<b>1</b>	<b>Introduction</b>	<b>7</b>
1.1	About this Document	7
1.2	Acceptance of Terms and Conditions	7
1.3	Definitions and Interpretation	8
1.3.1	Reading Down and Severance Clauses	14
1.4	More Information	15
1.5	Privacy Statement	15
1.6	Interception and recording of communications	19
1.7	Problems and Complaints	20
1.8	Financial Difficulty	21
1.9	Laws and Codes of Practice	21
1.10	Changing the Terms and Conditions	21
1.11	Telling You About the Changes	21
1.12	Notices from Us	22
1.13	Giving Us Instructions	22
1.14	Changing Your Details	22
1.15	Ownership of Cards, Cheques and Access Methods	23
1.16	Loss or Damage if You Break these Terms and Conditions	23
1.17	Our Rights	24
<b>2</b>	<b>General</b>	<b>24</b>
2.1	About Your Terms and Conditions	24
2.2	Opening Accounts	24
2.3	Identity	24
2.4	Taxation	25
2.5	Commission	25
2.6	Interest	25
<b>3</b>	<b>Deposits</b>	<b>26</b>
3.1	Making Deposits to Your Account	26
3.2	Depositing Cheques and Money Orders into Your Account	27
3.2.1	Clearance Times	27
3.2.2	Withdrawal Before the Cheque Has Been Collected	27
3.2.3	Cheques or Money Orders Which Are Not Collected	27
3.2.4	Collection of Overseas Cheques	27
3.2.5	Special Clearance	27
3.2.6	Interest on Deposited Cheques	28
3.3	Cheque Dishonours	28
3.4	Bank Cheques	28
3.5	Holds on your Account	28

---

<b>4</b>	<b>Withdrawals</b>	<b>29</b>
4.1	How to Withdraw Funds	29
4.2	Withdrawal Limits	29
4.3	Cash Availability	30
4.4	When are Deposits Available?	30
4.5	Deductions We Can Make From Your Account	30
4.6	Automatic Payments and Payments Between Institutions	31
<b>5</b>	<b>Foreign Currency Transactions</b>	<b>32</b>
5.1	Exchange Rate	32
5.2	Legal Requirements	32
5.3	Cheques Drawn Outside Australia	32
5.4	Telegraphic Transfers and Online Telegraphic Transfers	33
5.5	Fees & Charges by Correspondents	34
5.6	Foreign Currency Transactions	34
<b>6</b>	<b>Set-Off and Account Combination</b>	<b>34</b>
<b>7</b>	<b>Joint Accounts</b>	<b>35</b>
7.1	How to Operate a Joint Account	35
7.2	Stopping Operating on a Joint Account	35
<b>8</b>	<b>Third Party Operators and Powers of Attorney</b>	<b>36</b>
8.1	Appointing a Third Party to Operate	36
8.2	Power of Attorney	36
8.3	Risks with Appointing Third Parties and Powers of Attorney	36
<b>9</b>	<b>Trust Accounts</b>	<b>37</b>
<b>10</b>	<b>Companies, Partnerships and Incorporated Associations</b>	<b>37</b>
<b>11</b>	<b>Statements</b>	<b>38</b>
11.1	When We Issue Statements	38
11.2	eStatements	38
11.3	Errors on Statements, Mistakes and Unauthorised Transactions	39
<b>12</b>	<b>Passbook Accounts</b>	<b>39</b>
<b>13</b>	<b>Unauthorised Transactions and Lost or Stolen Cards, Passbooks, Cheques or Secret Codes etc.</b>	<b>40</b>
<b>14</b>	<b>Loan Offset Facility</b>	<b>40</b>
<b>15</b>	<b>Closing Your Account</b>	<b>41</b>

---

---

<b>16</b>	<b>Fees and Charges</b>	<b>42</b>
16.1	About Fees and Charges	42
16.2	Exemptions from Fees and Charges	42
16.3	Information and Queries About Our Fees and Charges	42
16.4	Changing the Fees and Charges	43
16.5	Government Charges	43

---

<b>17</b>	<b>Overdrawing</b>	<b>43</b>
17.1	What is Overdrawing an Account?	43
17.2	Dishonouring a Transaction	43
17.3	Your Responsibilities	44
17.4	Disclosing your Details	44
17.5	Interest	44
17.6	Fees	44
17.7	Securities and Mortgages	44
17.8	Costs of Recovery	44
17.9	Repayment	44

---

<b>18</b>	<b>Term Deposits</b>	<b>45</b>
18.1	What is a Term Deposit?	45
18.2	Terms and Conditions	45
18.3	Interest	45
18.4	Maturity and Renewal	45
18.5	Payment	46
18.6	Our Right of Refusal	46

---

<b>19</b>	<b>Cheque Facility</b>	<b>46</b>
19.1	What is a Cheque Facility?	46
19.2	Terms and Conditions	46
19.3	Paying Cheques	46
19.4	Stopping Payment on Your Cheque	47
19.5	Non-Payment of Cheques	47
19.6	Cheque Books	47
19.7	Lost, Misused or Stolen Cheques and Cheque Books	47
19.8	Cheque Crossings	47

---

<b>20</b>	<b>ePayments Transaction</b>	<b>48</b>
20.1	What is an ePayments Transaction?	48
20.2	Terms and Conditions	49
20.3	Signing Your Card	49
20.4	Your Secret Code or Codes	49
20.5	Reporting Lost, Stolen or Misused Cards or Secret Codes	49

20.6	Guidelines for Selecting Your Secret Code	49
20.7	Secret Code Security Requirements	49
20.8	Deposits to an ATM	50
20.9	ePayments Transactions using Electronic Equipment, Your Card or Other Approved Access Method	51
20.10	Using Your Card	51
20.11	Queries on ePayments Transactions, Receipts and Sales Vouchers	51
20.12	Liability for Loss Caused by System or Equipment Malfunction	52
20.13	Other Party's Terms and Conditions	52
20.14	When You Are Not Liable for Any Losses	52
20.15	When You are Liable for Losses	53
20.16	Our Requirements of You to Protect Your Account Against Unauthorised Transactions	55
20.17	Changes to ePayments Terms and Conditions	55
20.18	Changing Your Secret Code	56
20.19	Mistaken Internet Payments	56
<hr/>		
<b>21</b>	<b>Card Transactions</b>	<b>59</b>
21.1	When These Terms and Conditions Apply	59
21.2	What is a Credit or Debit Card Transaction	59
21.3	Lost or Stolen Credit or Debit Cards	59
21.4	How You Authorise a Credit or Debit Card Transaction	59
21.5	Stopping/ labelling a Recurring Transaction on a Credit or Debit Card.	60
21.6	Chargeback Rights	60
21.7	Liability for Credit or Debit Card Transactions	61
21.8	Authorisations of Your Credit or Debit Card Transactions	61
<hr/>		
<b>22</b>	<b>Telephone Banking</b>	<b>61</b>
22.1	When these Terms and Conditions Apply	61
22.2	What is Telephone Banking?	61
22.3	Applying for Telephone Banking	62
22.4	Guidelines for using Telephone Banking	62
22.5	If You Have a Question Regarding Telephone Banking	62
22.6	Fees	62
22.7	Secret Code Security Requirements	63
22.8	Account Information	63
22.9	BPAY®	63
22.10	Particular conditions applying to bill payments via Telephone Banking	64
22.11	Listen Only Access	64
<hr/>		
<b>23</b>	<b>Internet Banking and Mobile Banking</b>	<b>64</b>
23.1	When Internet Banking and Mobile Banking Terms and Conditions Apply	64

---

<b>24</b>	<b>BPAY®</b>	<b>65</b>
24.1	When These Terms and Conditions Apply	65
24.2	What is the BPAY® Scheme?	65
24.3	How to Use the BPAY® Scheme	65
24.4	Information You Must Give Us	65
24.5	Payment Processing Times	66
24.6	Stopping a Payment	66
24.7	Delay	66
24.8	Mistake as to Amount	67
24.9	Liability for Mistaken Payments, Unauthorised Transactions and Fraud	67
24.10	When We Can Suspend Your Right to Use BPAY®	67
24.11	When a Biller Cannot Process a Payment	68

---

<b>25</b>	<b>Direct Debits</b>	<b>68</b>
25.1	When These Terms and Conditions Apply	68
25.2	What are Direct Debits?	68
25.3	Queries Regarding Direct Debit Transactions	68
25.4	Stopping a Direct Debit Transaction	69

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<b>26</b>	<b>How you can contact us</b>	<b>69</b>
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# Terms and Conditions for Suncorp Accounts

## 1 Introduction

### 1.1 About this Document

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

If you apply or have applied for an overdraft, line of credit or credit card facility, this document may also form part of your Credit Contract, which contains additional conditions.

Before you open any Account with us and make any Transactions, you should read this document and any other documents we give you containing Particular Conditions and other information.

We have tried to keep this document as brief and as easy to understand as possible. Many of the words that have particular banking or legal meaning are described in clause 1.3.

There are fees and charges that apply to Accounts provided by Suncorp and Transactions on those Accounts. Please read this document and the Product Information Document; Product Disclosure Statement or Lending Fees and Charges Booklet for the relevant product carefully to find out when and how we may impose fees and charges.

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

#### **Updating Information**

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

- we may send you a notice in writing;
- we may send you a secure message;
- in a press ad;
- from our website at [www.suncorp.com.au/banking](http://www.suncorp.com.au/banking); or
- by phoning 13 11 55 and asking one of our consultants.

### 1.2 Acceptance of Terms and Conditions

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

- (a) You or a Person authorised by you initiates or makes a Transaction on your Account; or
- (b) You or a Person authorised by you accepts these Terms and Conditions in writing.

### 1.3 Definitions and Interpretation

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

**“Access Method”** means:

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

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

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

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

**“App Passcode”** means a 4 digit passcode you nominate to access your Account using our Suncorp Bank App.

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

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

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

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

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

**“BPAY<sup>®</sup> Payments”** means Funds Transfers made using the BPAY<sup>®</sup> service referred to in clause 24.

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

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



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

**“Business Payments”** means an electronic file containing multiple Funds Transfer Transactions that we allow you to initiate via our Internet banking.

**“Card”** means the card we give you to use with or without your PIN at an Electronic Terminal and includes any Deposit Only Card, debit or credit card we give you.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**“Electronic Banking”** means a banking service that allows a Funds Transfer by giving an instruction, through Electronic Equipment and an Access Method, to debit or credit an account.

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

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

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

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

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

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

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

**“External Transfer Password”** or **“ETP”** means the Secret Code required to perform External Transfers using Internet banking.

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

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

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

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

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

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

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

**“Legitimate Interests”** includes our legitimate business needs, prudential requirements and/or security requirements (including any reasonable response to material changes to our business or systems).

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

**“Mistaken Internet Payment”** means a payment using a ‘pay anyone’ Internet Banking facility (for example, an external Funds Transfer) processed by an ADI through direct entry 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.

**“Mobile Banking”** means the internet service designed for our customers to access certain Internet Banking services through the Suncorp Bank App or the Suncorp App.

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

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

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

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

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

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

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

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

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

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

**“PIN”** means the Personal Identification Number you use at an Electronic Terminal.

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

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

**“Schedule of Fees and Charges”** means each document we issue that includes some or all of the fees and charges applicable to your Account and transactions on your Account, including without limitation any relevant Product Information Document, Product Disclosure Document, Lending Fees and Charges booklet, Credit Contract or other similar document.

**“Secret Code”** has the meaning provided for in clause 20.4.

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

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

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

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

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

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

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

**“Suncorp Bank App”** means the mobile application that allows customers to engage in Electronic Transaction available for download under the name “Suncorp Bank”. Suncorp Bank App is not the Suncorp App.

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

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

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

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

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

**“Terms and Conditions”** means, where applicable:

- (a) the contents of this document;
- (b) changes made to this document;
- (c) conditions automatically implied by law;
- (d) conditions in any Credit Contract which expressly incorporates this document; and
- (e) fees and charges and interest rates specified by us.

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

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

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

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

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

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

references to **“you”** and **“your”** include the successors, administrators or assigns of you or that person.

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

Singular references include the plural and vice versa.

We may exercise our rights, powers and discretions in any manner that protects our Legitimate Interests but unless specifically stated we will not be under an obligation to take any action.

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

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

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

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

### *1.3.1 Reading Down and Severance Clauses*

1.3.1.1 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.

1.3.1.2 Provision [1.3.1.1] prevails over any other provision in this document.

1.3.1.3 If, despite this clause 1.3.1 any provision is void, unenforceable or remains in breach of a law or Code referred to in clause 1.3.1.1, then that provision will be treated as ineffective and severed to the extent only that the provision is void, unenforceable or in breach but without invalidating the other parts of this document.

## 1.4 More Information

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

## 1.5 Privacy Statement

### *Privacy is Important...*

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

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

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

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

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

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

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

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

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

## *How we handle your personal information*

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

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

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

- other companies within the Group;
- any of our Group joint ventures where authorised or required;
- customer, product, business or strategic research and development organisations;
- data warehouse, strategic learning organisations, data partners, analytic consultants;
- social media and other virtual communities and networks where people create, share or exchange information;
- publicly available sources of information;
- clubs, associations, member loyalty or rewards programs and other industry relevant organisations;
- a third party that we've contracted to provide financial services, financial products or administrative services – for example:  
information technology providers, administration or business management services, consultancy firms, auditors and business management consultants, marketing agencies and other marketing service providers, and print/mail/digital service/imaging/document management providers;
- your or our advisers, agents, representatives or consultants;
- government, statutory or regulatory bodies and enforcement bodies;
- the Financial Ombudsman Service or any other external dispute resolution body;
- credit reporting bodies;
- other credit providers, including for reference and collection purposes;
- any insurer relating to your facility including lending mortgage insurers and consumer credit insurers;
- investors, advisers, trustees, trust managers or any other organisation that performs tasks in connection with purchasing, funding or managing products provided to you;
- any organisation that assists us to gather or aggregate information for statistical, prudential, actuarial, reporting or research purposes;
- debt collection agencies, your guarantors, organisations involved in valuing, surveying or registering a Security property, or which otherwise have an interest in such property, purchasers of debt portfolios;



- manufacturers for plastic card production (e.g. debit cards); and
- any other organisation or Person, where you've asked them to provide your personal information to us or asked us to obtain personal information from them, e.g. your mother.

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

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

### **Disclosure of credit information to credit reporting bodies**

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

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

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

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

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

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

## **Opting out of direct marketing pre-screenings**

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

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

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

## *Overseas Disclosure*

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

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

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

## *Your personal information and our marketing practices*

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

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

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

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

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

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

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

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

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

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

### *Contact us*

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

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

Phone: 13 11 55

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

Mail: Suncorp Bank GPO Box 1453, Brisbane Qld 4001

or by visiting a Suncorp Bank Store

## 1.6 Interception and recording of communications

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

## 1.7 Problems and Complaints

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

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

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

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

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

Write to us at: Reply Paid 1453

**Suncorp Bank Customer Relations** (4RE058)

GPO Box 1453

BRISBANE QLD 4001

Email us at: [customer.relations@suncorp.com.au](mailto:customer.relations@suncorp.com.au)

or contact us in person at any store.

If our store or contact centre cannot resolve your complaint within 24 hours, our **Regional Office** will acknowledge your complaint within 3 days and endeavour to resolve it within 21 days.

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

### *What if you are not satisfied*

We expect that our customer relations team will provide you with a fair and prompt resolution to your complaint. If however you are not satisfied with our final decision, you may be able to take your complaint to the Financial Ombudsman Service (FOS) Australia.

FOS provides a free, independent service to customers to help you resolve your banking complaint where we have been unable to do so through our complaint handling process. Certain small businesses may be eligible to utilise the services of FOS.

You can contact FOS by:

Telephone: 1800 367 287 (FREE CALL)

Address: Financial Ombudsman Service Limited  
GPO Box 3 Melbourne VIC 3001

Website: [www.fos.org.au](http://www.fos.org.au)

Email: [info@fos.org.au](mailto:info@fos.org.au)

FOS will tell you if they can help you, as their services are not available to all customers.

We agree to accept a FOS decision however you have the right to take legal action if you do not accept their decision.

If you want more information on FOS, please ask us for a brochure.

## 1.8 Financial Difficulty

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

## 1.9 Laws and Codes of Practice

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

**We agree to follow the rules of the ePayments Code for ePayments Code regulated Transactions made in Australia and we give you a warranty that we will do so.**

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

## 1.10 Changing the Terms and Conditions

Subject to the law, we can change, add to, delete or vary these Terms and Conditions at any time where it is necessary to comply with the law or any applicable Code or to protect our Legitimate Interests.

For example, we can change:

- (a) interest rates and the way we calculate interest;
- (b) fees and charges;
- (c) when we charge or pay interest; or
- (d) features, benefits or responsibilities under these Terms and Conditions.

## 1.11 Telling You About the Changes

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

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

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

## 1.12 Notices from Us

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

- (a) sending them by post to the last address you gave us; or
- (b) where you provide us with an email address, electronic communication to that email address.

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 on the date it would have been delivered in the ordinary course of post. A certificate signed by an officer of Suncorp is evidence of the postage date and that the mail was posted on the date stated in the certificate.

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).

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

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

## 1.13 Giving Us Instructions

We can act on instructions from you (including those given by telephone or in any other electronic form). We can ask you to prove your identity and give us an acceptable indemnity before we act on your instructions. We can also delay or refuse to act on your instructions where it is necessary to comply with the law or any applicable Code or to protect our Legitimate Interests.

## 1.14 Changing Your Details

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

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

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

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

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

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

### 1.15 Ownership of Cards, Cheques and Access Methods

We own all cards, passbooks, Cheques, cheque books and Access Methods we issue you. Only you should use these (unless we first agree otherwise). We can cancel a card, passbook, Cheque, cheque book, Access Method or other service at any time where it is necessary to comply with the law or any applicable Code or to protect our Legitimate Interests.

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

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

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

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

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

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

- (a) you do not follow any law or regulation that applies to your Account or Transactions on your Account;
- (b) you do not use Cards or Cheques correctly;
- (c) you do not follow our Terms and Conditions;
- (d) an overseas Transaction you initiated is dishonoured, returned or cannot be processed; or
- (e) there is any breach by you as a trustee or director.

We are not responsible for any loss if a Card, cheque book, term deposit certificate or passbook is lost, stolen or misused except where we agree in these Terms and Conditions (including clause 20.14) or where by law or a Code you are not responsible for any loss.

## 1.17 Our Rights

We can exercise our rights at any time within the limits of the law where it is necessary to comply with the law or any applicable Code or to protect our Legitimate Interests. If we delay in exercising our rights or do not exercise our rights, this does not mean we give up those rights.

We can transfer our responsibility for, or our interest in, your Account at any time to any Person without telling you where it is necessary to comply with the law or any applicable Code or to protect our Legitimate Interests.

## 2 General

### 2.1 About Your Terms and Conditions

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

### 2.2 Opening Accounts

Any Person may open an Account.

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

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

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

### 2.3 Identity

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

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



## 2.4 Taxation

The Commonwealth Income Tax Assessment Act determines whether any interest you earn will be taxable. The Taxation Administration Act 1953 imposes the obligation on investment bodies to collect customers' Tax File Numbers and ABNs which we must quote to the Australian Tax Office. We will not quote Tax File Numbers or ABNs to anyone else. You can decide whether or not to give us your Tax File Number or ABN when you open an Account with us. If you choose not to tell us your Tax File Number or ABN, we must by law deduct from any interest we pay you, an amount of tax calculated at the highest marginal rate plus Medicare levy and send it to the Australian Taxation Office.

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

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

## 2.5 Commission

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

## 2.6 Interest

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

Interest rates are described as annual percentage rates.

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

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

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

The sum of the interest calculated is paid to you:

- (a) on the monthly, quarterly, semi-annual or annual anniversary of the opening of your Account, at the end of each month or at such other time as may be agreed. We will tell you in writing of the frequency interest is paid on your Account;
- (b) on the day your deposit account is closed or transferred to another product;
- (c) on the last day of your Term Deposit investment period.

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

## 3 Deposits

### 3.1 Making Deposits to Your Account

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

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

- (a) by cash, cheque or money order at any of our stores or agencies but you must produce your passbook, card, or state your account number;
- (b) by automatic direct deposit but you should organise the direct deposit with the organisation that will be making the payments.
- (c) by cash or cheque at any Suncorp Bank deposit ATM, but you must enter your card and PIN.
- (d) by cash or cheque at any Bank@Post outlet, but you must enter your Card and PIN.

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

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

## 3.2 Depositing Cheques and Money Orders into Your Account

### 3.2.1 *Clearance Times*

When you present a cheque for deposit to your Account, the Bank will conduct an assessment of the cheque and may refuse to accept the cheque for deposit if it is in the Bank's legitimate business interests to do so. When you deposit a cheque or a money order to your Account, including a bank cheque, we usually require (3) three Business Days after the cheque or money order is deposited, before we let you withdraw the funds.

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

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

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

### 3.2.2 *Withdrawal Before the Cheque Has Been Collected*

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

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

Unless we are found to be negligent, fraudulent or to have otherwise breached our legal obligations, we may recover the funds from your Account if we are unable to collect the proceeds of a cheque or money order. Examples of when a cheque or money order may not be collected is where it is lost, stolen or destroyed in transit or dishonoured or returned to us unpaid for any reason.

### 3.2.4 *Collection of Overseas Cheques*

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

### 3.2.5 *Special Clearance*

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

We charge a fee for a special clearance.

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

### 3.2.6 *Interest on Deposited Cheques*

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

### 3.3 Cheque Dishonours

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

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

### 3.4 Bank Cheques

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

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

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

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

### 3.5 Holds on your Account

We place on hold any funds in your Account whilst we hold a reasonable belief that:

- another party may have an entitlement to some or all of those funds;
- funds have been transferred or deposited into your Account in error;
- there is a dispute between Account Holders or signatories to the Account;
- there is any cause for suspicion or concern in relation to the funds in your Account;
- you have breached any Terms and Conditions relating to your Account and the bank may suffer a loss if funds are withdrawn from your Account;
- it is necessary to comply with the law or any applicable Code or to protect our Legitimate Interests.

## 4 Withdrawals

### 4.1 How to Withdraw Funds

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

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

Suncorp Banking Operations Services & Processing 4RE032  
GPO Box 1453  
BRISBANE QLD 4001.

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

### 4.2 Withdrawal Limits

We can apply and vary a daily or periodic transaction limit on the number or value of withdrawals you make using different Access Methods on any one day where it is necessary to comply with the law or any applicable Code or to protect our Legitimate Interests. Limits on your Account will not apply when a withdrawal is processed at one of our stores by one of our cashiers (except for cash withdrawals - refer clause 4.3 Cash Availability).

If we apply or vary a daily or periodic transaction limit to your Account, we may advise you of the details, any changes made to the limit and the Accounts and Access Methods that the limit will apply to.

The combined cash daily withdrawal limit for ATMs and EFTPOS cash-out withdrawals is \$1000 per day per card, with the option to increase to \$2,000 per day per card. You will be notified of any changes to our daily limits. The minimum and maximum withdrawal at other ATMs may be determined by the owner of that ATM.

For Internet Banking, we will set a default daily limit as detailed in the Internet Banking Terms & Conditions and Mobile Banking Terms & Conditions unless we agree another amount with you. This daily limit will apply for External Transfers, Business Payments, BPAY® Transactions and funds transferred using "other Suncorp Account" transfer types. Funds transferred to your Suncorp Bank Accounts using "My Account" transfer type (whether you hold this Account alone or with others) will not be included in your daily limit.

### *Additional Limits for Transferring Money Overseas*

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

### 4.3 Cash Availability

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

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

### 4.4 When are Deposits Available?

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

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

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

### 4.5 Deductions We Can Make From Your Account

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

- (a) cash or Cheque withdrawals;
- (b) Government Fees and Charges (see clause 16.5);
- (c) any fees we charge or which we pay for you;
- (d) any interest due;
- (e) any electronic Funds Transfer Transactions;
- (f) credit card Transactions;

- (g) a Direct Debit authorised by you;
- (h) any transfers you make using Telephone or Internet Banking;
- (i) BPAY® Transactions; and
- (j) other debit transactions and adjustments, including any deduction in exercise of our right of set off or account combination under clause 6.

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

#### 4.6 Automatic Payments and Payments Between Institutions

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

Where the transfer is to or from another institution, unless we are found to be negligent, fraudulent or to have otherwise breached our legal obligations, we are not liable to you for any time taken before those funds are transferred to or from the other institution or if the transfer is not made.

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

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

We will keep transferring the agreed amount of money until:

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

We will only transfer moneys if there are enough Cleared Funds in the account. If there is only enough money to make some payments, we decide when and what payments to make. If you have insufficient funds in your Account when an automatic payment is due we will try to make the payment for (3) three consecutive Business Days. If the payment is unsuccessful on the third consecutive Business Day, we will not make any further attempts to make

that payment. We can charge you a fee (in addition to any other fees) when a transfer is unsuccessful. If your automatic payment can't be made for any other reason, we will advise you that the payment has failed. The Internet Banking daily limit may prevent an automatic transfer from occurring.

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

Unless we are found to be negligent, fraudulent 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.

## 5 Foreign Currency Transactions

### 5.1 Exchange Rate

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

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

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

### 5.2 Legal Requirements

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

### 5.3 Cheques Drawn Outside Australia

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

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



## 5.4 Telegraphic Transfers and Online Telegraphic Transfers

1. Suncorp-Metway Ltd ABN 66 010 731 822 ("the Bank") may use overseas banks ("Correspondents") to act on its behalf for the purpose of effecting a Telegraphic Transfer or Online Telegraphic Transfer. To the extent permitted by law, the Bank shall not be liable for any loss or damage suffered as a result of the Bank acting on the instructions in good faith, or from delays in the Bank or any Correspondents 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 Correspondents.
2. The time taken for a payment to be received by the Beneficiary depends on the banking systems of the countries of Correspondents 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 to five Business Days from when the Bank has 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 the Bank's control (e.g. international communications failure and/or problems or delays in the processing of the Bank's payment message by the Correspondents). Payment of the transferred money to the Beneficiary Bank is the responsibility of Correspondents and the timing of the payment is therefore beyond the Bank's control. All enquiries to Correspondents concerning payment will be at the cost of the sender.
3. If the Bank or any Correspondents has 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, the Bank can refuse to process it and reserves all its rights to disclose the Transaction to any government entity, regulatory authority or to any other Person the Bank reasonably considers necessary for these purposes. The Bank or any Correspondents will not be liable for any loss or damage suffered due to the Transaction contravening any such laws.
4. It may be necessary for the Bank to disclose your personal information to complete this Transaction, including name and address, outside of Australia. By requesting the Bank to process a Telegraphic Transfer or Online Telegraphic Transfer, you acknowledge that Australian Privacy Principle 8.1 will not apply to any such disclosure and acknowledge the Bank will not be obliged under the Privacy Act to take reasonable steps to ensure that an overseas recipient does not breach the Australian Privacy Principles and the Bank will not be liable if the recipient does breach the Australian Privacy Principles. You consent to such disclosures.
5. To the extent permitted by law, you agree to keep the Bank indemnified against any claims that may be made against the Bank by reason of the Bank having acted on the instructions contained in the Telegraphic Transfer Application.

## 5.5 Fees & Charges by Correspondents

In addition to any fees and charges levied by the Bank, the processing of the Telegraphic Transfer or Online Telegraphic Transfer to the Beneficiary will be subject to fees and charges imposed by Correspondents involved in the Transaction. There may be more than one Correspondent involved, each of which may seek reimbursement for their services. The Bank will instruct the Correspondents to deduct their fees from the payment. In some instances, the Bank may receive a rebate from the Correspondent for that reimbursement.

Where such fees and charges are deducted, you must assume that the Beneficiary will receive a lesser amount than the amount originally sent. If for whatever reason the Correspondent fails to observe these instructions, you will reimburse the Bank for any fees or charges which a Correspondent may separately levy against the Bank.

## 5.6 Foreign Currency Transactions

- (a) Amounts on statements of account are expressed in Australian dollars unless another currency is indicated.
- (b) Foreign currency Transactions are Transactions made in a currency other than in Australian dollars and include a purchase or cash advance made outside Australia and Transactions made in Australia in a foreign currency (e.g. an Internet purchase).
- (c) If a Cardholder makes a foreign currency Transaction, the Transaction will be converted to Australian dollars on the date it is processed by the card scheme.
- (d) The exchange rate between the Transaction currency and the billing currency used for processing foreign currency Transactions is a wholesale market rate selected by VISA from within a range of wholesale rates in effect one day prior to the processing date plus the percentage that Suncorp Bank charges for the Foreign Currency Conversion Fee.

## 6 Set-Off and Account Combination

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

This right of set off does not apply to:

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

Where the right of set off does not apply we will have all rights available to us at law.

If you have more than one Account with us, we can combine these Accounts (including Accounts you own jointly with other people) if we need extra money to cover one of your Transactions. For example, if you write a Cheque and there are insufficient Cleared Funds to

cover it in your Account we can transfer money from another of your accounts to make up the difference. We can charge a fee for this service.

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

## 7 Joint Accounts

### 7.1 How to Operate a Joint Account

A joint Account is held by more than one Person. Once the joint Account has been established, we are unable to add or remove any parties. All Account holders need to agree on who has access to the Account and how. We need this advice in writing.

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

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

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

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

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

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

### 7.2 Stopping Operating on a Joint Account

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

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

## 8 Third Party Operators and Powers of Attorney

### 8.1 Appointing a Third Party to Operate

If we agree, you can appoint someone to open and access your Accounts. To do this, you and that Person must complete the correct form. The form specifies what the Person you appoint can do and which Accounts they can access. The Person you appoint may be allowed to make deposits and withdrawals in stores, write Cheques and conduct other Transactions on the Account, such as Telephone Banking or Internet Banking.

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

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

### 8.2 Power of Attorney

You can appoint a Person to be your attorney under a power of attorney to transact on your Account.

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

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

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

### 8.3 Risks with Appointing Third Parties and Powers of Attorney

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

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

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

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

## 9 Trust Accounts

If you are the trustee of an Account, you:

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

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

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

## 10 Companies, Partnerships and Incorporated Associations

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

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

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

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

## 11 Statements

### 11.1 When We Issue Statements

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

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

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

You can ask for a statement to be sent:

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

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

### 11.2 eStatements

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

Your eStatements on the relevant accounts will be ready to view at the statement frequency specified on your Account. You can change this frequency by contacting 13 11 55 or by going into a store. You have the option to switch back to paper statements through Internet Banking.

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

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

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 or to have otherwise breached our legal obligations, you are solely responsible in relation to correcting that error and any loss suffered.

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

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

Unless we are found to be negligent, fraudulent or to have otherwise breached our legal obligations, we are not responsible for any loss you may suffer due to errors, inaccuracies or omissions in relation to authorised but mistaken instructions given to us for the operation of your Account.

Investigation and resolution of credit card Transactions are governed by the rules of the credit Card Schemes. Some other Transactions are governed by the ePayments Code.

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

## 12 Passbook Accounts

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

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

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

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

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

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

- (a) our Hotline number **1800 775 020**; or
- (b) if overseas, **617 3362 1712**

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, passbook, cheque book, PIN, Telephone Access Code, Internet Banking Password, Mobile Device Passcode, any password or Secret Code or any Access Method is stolen, lost or misused, or you suspect is stolen, lost or being misused then, subject to clause 20.5 and clause 20.14 to clause 20.16 (inclusive), you will be liable for any unauthorised Transactions processed to your Account.

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

## 14 Loan Offset Facility

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

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

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

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

The offset benefit is the difference between the interest (calculated at the annual percentage rate) which would have applied on your actual loan balance (had there been no offset) and the lower interest charge calculated after taking into account the balance of your offset account. The offset benefit is calculated each day based on the balance of your offset account at the time that interest is calculated on your loan (not the end of day balance). The lower interest charge accrues each day and is applied to your loan account whenever interest is debited. If



your linked loan is in arrears, the offset benefit does not include any default interest which applies to your loan account. If you close or pay out your linked loan account, you will no longer be eligible for a loan offset facility.

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

## 15 Closing Your Account

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

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

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

You must contact any relevant Direct Debit User and cancel any Direct Debit arrangements you have authorised and or any regular deductions made via a credit Card Scheme prior to the Account being closed. If Transactions are received after the Account is closed, they will be either returned or posted to the Account. If we post them to your Account we will notify you of the amount owing and you must pay us that amount.

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

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

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

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

If your Account is closed, you agree to:

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

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

## 16 Fees and Charges

### 16.1 About Fees and Charges

When you use your Account, Cheque or a mobile payment platform linked to your Card, we can impose a fee or charge. We can also impose a fee or charge to keep your Account and on any Transaction made to the Account. In charging any fee or charge we will comply with:

- (a) the law;
- (b) the 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.

### 16.2 Exemptions from Fees and Charges

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

We can change the exemption and refund Terms and Conditions at any time.

### 16.3 Information and Queries About Our Fees and Charges

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

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

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

## 16.4 Changing the Fees and Charges

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

## 16.5 Government Charges

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

## 17 Overdrawing

### 17.1 What is Overdrawing an Account?

Your Account may become overdrawn for a number of reasons.

When the amount of withdrawals or other Transactions posted to your Account is more than the Available Balance in your Account, your Account will become overdrawn.

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

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

### 17.2 Dishonouring a Transaction

If you do not have enough Cleared Funds in your Account to cover any Transaction, we can dishonour the Transaction, draw money from your other Accounts or process the Transaction to your Account, even if this means that your Account might become overdrawn.

Unless we are found to be negligent, fraudulent or to have otherwise breached our legal obligations, we are not liable to you or any other Person if we decide to process a Transaction that overdraws your Account or if we dishonour a Transaction. We can decide on whether we pay or dishonour each Transaction individually. Where practicable, we will advise you if a Transaction is dishonoured either at the time the Transaction has been dishonoured or in any case, on a statement we provide to you.

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

### 17.3 Your Responsibilities

You must repay any overdrawn amount, including any fees or interest payable in accordance with clause 17.9 below. We can withdraw money from your other Accounts to cover the amount overdrawn.

### 17.4 Disclosing your Details

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

### 17.5 Interest

If you overdraw an Account which does not have a credit limit, we may charge interest on the Unpaid Daily Balance at our Casual Overdraft Reference Rate for Personal Accounts and our Business Casual Overdraft Reference Rate for Non-Personal Accounts. The current interest rates are available at any Suncorp store, call 13 11 55, or visit [www.suncorp.com.au/banking](http://www.suncorp.com.au/banking)

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

### 17.6 Fees

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

### 17.7 Securities and Mortgages

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

### 17.8 Costs of Recovery

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

### 17.9 Repayment

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

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

## 18 Term Deposits

### 18.1 What is a Term Deposit?

A Term Deposit is a parcel of money banked in an account at a fixed rate for a fixed period of time.

### 18.2 Terms and Conditions

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

The funds will be available the day the term matures.

Generally we agree not to change the interest rate for the period of the Term Deposit unless you break the fixed term early. If this happens, you may lose some or all of the interest. Any interest adjustment or Early Withdrawal Administration Fee may be deducted by us from the deposit or interest on the deposit.

Unless grounds for hardship, you cannot withdraw all or any part your deposit during the period of the Term Deposit (that is, break your Term Deposit) unless we agree.

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

If the Bank agrees to break your Term Deposit you will not have access to your funds until 31 days from the date we agree to your request or the maturity date (whichever is earlier). We will confirm the earliest withdrawal date with you verbally or in writing and on that date, the funds you requested to withdraw will be dispersed as per your maturity instructions. You will lose a portion of the interest earned to the date you break your Term Deposit and will be required to pay an early withdrawal administration fee.

### 18.3 Interest

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

### 18.4 Maturity and Renewal

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

## 18.5 Payment

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

## 18.6 Our Right of Refusal

We can choose not to accept a Term Deposit at any time.

## 19 Cheque Facility

### 19.1 What is a Cheque Facility?

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

### 19.2 Terms and Conditions

The Terms and Conditions in this clause 19 only apply to Cheques drawn on your Accounts with us.

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

The date on the Cheque must be the day the Cheque was written.

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

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

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

### 19.3 Paying Cheques

Provided we act within the scope of your authority and our legal requirements, we can decide to pay or not to pay a Cheque, including a post dated or stale Cheque. If you do not have enough Available Balance in your Account to cover the Cheque, we can dishonour the Cheque, draw money from your other Accounts or honour the Cheque.

We can charge you a fee for this.

Unless we are found to be negligent, fraudulent or to have otherwise breached our legal obligations, we are not liable to you or any other Person if we decide to pay, not to pay, or treat a Cheque, including a post dated Cheque in any other way.

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

#### 19.4 Stopping Payment on Your Cheque

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

#### 19.5 Non-Payment of Cheques

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

#### 19.6 Cheque Books

We will issue you a new cheque book:

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

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

#### 19.7 Lost, Misused or Stolen Cheques and Cheque Books

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

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

#### 19.8 Cheque Crossings

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

When you write "not negotiable" between the lines on a crossed Cheque it is an extra safety measure. It means that when the Cheque is transferred to another party, the Person who obtains the Cheque has the same rights as the Person who transferred it to that Person.

For example, your Cheque may be stolen and then passed on to an innocent third party. The innocent party may then obtain payment of the Cheque. If the Cheque is crossed "not negotiable" the innocent Person never receives any rights to the Cheque (or to payment) as the thief had no right to pass the stolen Cheque to the innocent third party. In this case, you should be able to recover the amount paid on your Cheque from the innocent third party.

When you cross a Cheque and write the words "account payee only" between the lines, this tells the bank to pay the Cheque only into the Payee's bank account.

If the words "or bearer" are written on the Cheque, the Person presenting the Cheque for payment can be paid, even if it is not the Payee or someone the Payee has named in writing. If you cross out "or bearer" the Cheque can only be negotiated by the Payee or someone the Payee has named in writing by endorsing the reverse of the Cheque.

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

## 20 ePayments Transaction

### 20.1 What is an ePayments Transaction?

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

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

We will comply with the ePayments Code where it applies.



## 20.2 Terms and Conditions

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

Clause 20 and the ePayments Code does not apply to:

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

## 20.3 Signing Your Card

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

## 20.4 Your Secret Code or Codes

Your Secret Code is a key to your Account when you use certain Electronic Equipment. Your Secret Code is valuable and should be kept secret. Your Secret Code is your PIN, Telephone Access Code, Internet Banking Password, Internet Banking Customer ID, App Passcode, Mobile Device Passcode, Security Token Code, Security Token Passcode, External Transfer Password or other particular Access Method we give you as your Secret Code.

## 20.5 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 immediately. **We may require you to confirm the details in writing.**

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

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

## 20.6 Guidelines for Selecting Your Secret Code

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

## 20.7 Secret Code Security Requirements

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

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

- (a) put your Secret Code on your Card even if you disguise it;
- (b) reverse the order of the Secret Code;
- (c) say a disguised number is your Secret Code;
- (d) disguise your Secret Code as a telephone number;
- (e) replace your Secret Code with letters (e.g. A=1, B=2, C=3);
- (f) write numbers that contain the same sequence of numbers as your Secret Code;
- (g) record it on a computer or electronic device where it can easily be retrieved;
- (h) keep a record of it in close proximity to where it can be obtained with the Access Method (for example next to your Card) unless you make a reasonable attempt to protect the security of the Secret Code;
- (i) where a Device is not needed to perform an ePayments Transaction keep a written record of all Secret Codes required to perform ePayments Transactions on one or more articles liable to be lost or stolen simultaneously, without making a reasonable attempt to protect the security of the Secret Codes(s); or
- (j) where a Device is accessible via a Secret Code such as a Mobile Device Passcode which is biometric identifier (such as a fingerprint), allow any other Person to have a biometric identifier registered on the Device.

These are examples only. There are other ways that you should not use to disguise Secret Codes so as to make your Secret Code obvious to another Person.

Your liability for losses arising from an unauthorised Transaction will be determined under the ePayments Code (refer to clause 20.14 to clause 20.16 of these Terms and Conditions).

## 20.8 Deposits to an ATM

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

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

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

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

We can limit the amount of your ePayments Transactions using Electronic Equipment, your Card or any Access Method we provide in any single Transaction or in any set period (a daily or weekly limit). The denomination of the notes you get is decided by the owner of the Electronic Equipment.

### 20.10 Using Your Card

You can use your Card at financial institutions and Merchants that accept your Card.

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

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

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

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

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

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

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

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

If you are not satisfied with any decision that we make and wish to make a complaint, please refer to clause 1.7.

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

If any Electronic Equipment or system used to effect an ePayments Transaction is faulty and you suffer any loss, you must telephone us immediately and follow up with the details in writing. We will look into the problem as soon as possible. You might have to give us more information if we need it.

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

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

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

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

- (a) did not recognise your Card or mobile device for any reason other than faulty Electronic Equipment;
- (b) kept your Card for any reason other than faulty Electronic Equipment;
- (c) did not work because of your deliberate or negligent act;
- (d) was not used according to these Terms and Conditions or any Particular Conditions; or
- (e) was not designed to handle the kind of Transaction you wanted to make.

## 20.13 Other Party's Terms and Conditions

Other financial institutions or Merchants might add extra rules or limits on the way you use your Card or on Transactions you make with your Card.

## 20.14 When You Are Not Liable for Any Losses

An unauthorised Transaction, that is a Transaction you do not authorise, does not include any Transaction carried out by you or by anyone performing a Transaction with your knowledge and consent. You will not be liable for losses resulting from unauthorised Transactions where it is clear that you have not contributed to the loss.

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

- (a) are caused by fraudulent or negligent conduct of our staff or agents of ours or third parties involved in networking arrangements or Merchants or their agents or employees;
- (b) are losses relating to an Identifier, Device or Secret Code which is forged, faulty, expired, or cancelled;

- (c) arise from a Transaction which required the use of any Device and / or Secret Code that occurred before you received any Device and / or Secret Code or reissued Device or Secret Code;
- (d) are caused by the same Transaction being incorrectly debited more than once to the same Account;
- (e) arise from unauthorised Transactions performed after we have been informed that the Device has been misused, lost or stolen or the security of the Secret Code has been breached;
- (f) arise from unauthorised Transactions that can be made using an Identifier without a Secret Code or Device, or can be made using a Device, or a Device and an Identifier, but does not require a Secret Code, if you do not unreasonably delay reporting the loss or theft of the Device; and / or
- (g) are losses which occur while our processes are unavailable, provided that a report is made within a reasonable time of the process again becoming generally available.

## 20.15 When You are Liable for Losses

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

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

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

Where:

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

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

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

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

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

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

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

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

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

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

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

You must:

- (a) never voluntarily disclose your PIN, App Passcode, Telephone Access Code, Internet Banking Password, External Transfer Password, Mobile Device Passcode or any other Access Method or Secret Code to anyone, including a family member or friend; or
- (b) where the Access Method also utilises a Device (for example your Card or mobile phone), not indicate one or more of the Secret Codes in or on the outside of the Device, or keep a record of one or more of the Secret Codes (without making any reasonable attempt to protect the security of the Secret Codes records) on the one article, or on several articles, carried with the Device or liable to loss or theft simultaneously with the Device; or
- (c) where the Access Method comprises a Secret Codes or Secret Codes without a Device, not keep a record of all the Secret Codes (without making any reasonable attempt to protect the security of the Secret Codes records) on the one article, or on several articles so that they are liable to loss or theft simultaneously; or
- (d) where we permit you to select or change a Secret Code (and, immediately before your selection or change of the Secret Code, we specifically instruct you not to select a numeric Secret Code which represents your birth date or an alphabetical Secret Code which is a recognisable part of your name and we warn you of the consequences of such a selection) not select such a numeric or alphabetical Secret Code; or
- (e) not act with extreme carelessness in failing to protect the security of all the Secret Code.

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

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

Notwithstanding the conditions for the purposes of determining your liability for any losses resulting from unauthorised Transactions using an electronic device and an Access Method we will comply with the requirements of the ePayments Code.

## 20.17 Changes to ePayments Terms and Conditions

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

- (a) introducing or increasing charges for Electronic Banking Transactions or additional or replacement Access Methods including cards;
- (b) increasing your liability for losses in relation to Electronic Banking; or
- (c) restricting your ability to make Electronic Transactions on your Account.

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

Subject to law, we can tell you about other changes in Electronic Banking by using:

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

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

## 20.18 Changing Your Secret Code

You can change your Secret Code whenever you wish. Contact us on 13 11 55 or at any store and we will advise you how you can change your Secret Code.

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

## 20.19 Mistaken Internet Payments

When the ePayments Code applies to a Transaction made using Internet Banking or Mobile Banking facility, we are bound by and 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. These processes do not apply to Transactions where the 'pay anyone' Internet Banking service used is a service designed primarily for use by a business and established primarily for business purposes.

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

### *Reporting a Mistaken Internet Payment*

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

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

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.



### *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 BSB and Account number into which the Mistaken Internet Payment was made, the name of the party or the intended recipient and any further information you may have evidencing the mistake. We will contact you if we require further information.

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

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

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

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

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

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

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

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

We will investigate whether a Mistaken Internet Payment has occurred.

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

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

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

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

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

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

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

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

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

Where we and the Sending ADI are satisfied that a Mistaken Internet Payment has occurred, but there are not sufficient credit funds available in your Account to the full value of the Mistaken Internet Payment, then we must use reasonable endeavours to retrieve the funds from you for return to the sender (for example, by facilitating repayment of the funds by you by instalments).

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

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

*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.

*Complaints About Mistaken Internet Payments*

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

## 21 Card Transactions

### 21.1 When These Terms and Conditions Apply

These special terms and conditions apply only to card Transactions which you select to be processed by a card scheme (for example a Visa Transaction). We will give you Particular Conditions relating to the account that can be accessed by using a credit or debit card.

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

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

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

We may provide you with a Credit or Debit Card that displays a logo for the card scheme, a place for your signature and a Credit or Debit Card number. You can apply to have a Credit or Debit Card, which you can use to access one or more of your Accounts with us. An Account does not need to have a Facility Limit to be accessed by a Credit or Debit Card.

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

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

### 21.3 Lost or Stolen Credit or Debit Cards

If 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 immediately.

The Hotline number is 1800 775 020.

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

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

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

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

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

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

You should not authorise a Credit or Debit Card Transaction, particularly a card not present Transaction where you are unsure or unaware of the quality, legitimacy and stability or permanence of the Merchant.

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

#### 21.5 Stopping/Cancelling a Recurring Transaction on a Credit or Debit Card.

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

#### 21.6 Chargeback Rights

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

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

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

## 21.7 Liability for Credit or Debit Card Transactions

### **IMPORTANT**

If You wish to dispute a Credit or Debit Card Transaction that has been processed to your Account you must tell us within 120 days of the Transaction being processed.

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

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

## 21.8 Authorisations of Your Credit or Debit Card Transactions

If an authorisation for a Credit or Debit Card Transaction is obtained by a Merchant or other Person involved in the Transaction, before the Transaction is completed, the amount of Available Balance will be reduced by the amount of the authorisation.

## 22 Telephone Banking

### 22.1 When these Terms and Conditions Apply

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

### 22.2 What is Telephone Banking?

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

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

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

### 22.3 Applying for Telephone Banking

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

To ensure your TAC isn't easy to guess, your TAC can't be:

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

### 22.4 Guidelines for using Telephone Banking

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

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

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

We can cancel your access to Telephone Banking at any time where it is necessary to comply with the law or any applicable Code or to protect our Legitimate Interests. If we do this, we will tell you in writing as soon as possible. We can also delay or refuse to process your instructions where it is necessary to comply with the law or any applicable Code or to protect our Legitimate Interests.

### 22.5 If You Have a Question Regarding Telephone Banking

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

### 22.6 Fees

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

## 22.7 Secret Code Security Requirements

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

You can record your Telephone Access Codes to help you remember them but they must be reasonably disguised. You should NOT:

- (a) put any Telephone Access Code on your card even if you disguise it;
- (b) reverse the order of the Telephone Access Code;
- (c) say a disguised number is your Telephone Access Code;
- (d) disguise your Telephone Access Code as a telephone number;
- (e) replace your Telephone Access Code with letters (e.g. A=1, B=2, C=3);
- (f) write numbers that contain the same sequence of numbers as your Telephone Access Code;
- (g) record it on a computer or electronic device where it can easily be retrieved; or
- (h) keep a record of it in close proximity to where it can be obtained with the Access Method (for example next to your computer) unless you make a reasonable attempt to protect the security of the Secret Code; or
- (i) where a Device is not needed to perform an ePayments Transaction keep a written record of all Secret Codes required to perform ePayments Transactions on one or more articles liable to be lost or stolen simultaneously, without making a reasonable attempt to protect the security of the Secret Code(s).

These are only examples. There are other ways that you should not use to disguise Telephone Access Codes so as to make your Telephone Access Codes obvious to another Person.

Your liability for losses arising from an unauthorised Transaction will be determined under the ePayments Code (refer to clause 20.14 to clause 20.16 of these Terms and Conditions).

## 22.8 Account Information

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

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

## 22.9 BPAY®

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

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

## 22.10 Particular conditions applying to bill payments via Telephone Banking

If your instruction to make a bill payment using BPAY® is made before 6:00p.m. Australian Eastern Standard Time on a Business Day, it will in most cases be treated as having been made on that same day or on the date in the future that you specify. Where your instructions are received after 6:00p.m. Australian Eastern Standard Time, in most cases the payment will be treated as having been made on the next Business Day or on the date in the future that you specify.

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

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

## 22.11 Listen Only Access

If you ask us and we agree, we can provide Telephone Banking access to various Accounts limited to "listen only" access.

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

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

## **23 Internet Banking and Mobile Banking**

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

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



## 24 BPAY®

### 24.1 When These Terms and Conditions Apply

These BPAY® special terms and conditions in this clause 24 apply only to BPAY® Transactions and are in addition to the Terms and Conditions contained in this document. BPAY® is a form of non cash payment facility and some BPAY® Transactions may also be ePayments Transactions within the meaning of clause 20.1. In such instances, where these BPAY® special terms and conditions do not agree with the ePayments Transaction provisions contained in clauses 20.1 to 20.18 (inclusive), the ePayments Transaction provisions apply.

### 24.2 What is the BPAY® Scheme?

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

### 24.3 How to Use the BPAY® Scheme

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

BPAY® payments can be made from your cheque, savings or some credit card accounts.

Some billers do NOT accept credit card payments.

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

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

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

### 24.4 Information You Must Give Us

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

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

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

## 24.5 Payment Processing Times

If your instruction to make a bill payment using BPAY® is made before 6:00 pm Australian Eastern Standard Time (payment cut-off time) on a Business Day, it will in most cases be treated as having been made on that same day or on the date in the future that you specify. Where your instructions are received after 6:00 p.m. Australian Eastern Standard Time, in most cases the payment will be treated as having been made on the next Business Day or on the date in the future that you specify.

## 24.6 Stopping a Payment

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

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

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

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

## 24.7 Delay

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

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

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

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

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

#### 24.8 Mistake as to Amount

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

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

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

#### 24.9 Liability for Mistaken Payments, Unauthorised Transactions and Fraud

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

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

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

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

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

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

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

## 24.11 When a Biller Cannot Process a Payment

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

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

## 25 Direct Debits

### 25.1 When These Terms and Conditions Apply

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

### 25.2 What are Direct Debits?

Direct Debits are Transactions you authorise in agreement with Direct Debit Users.

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

By authorising a Direct Debit User to debit your Account by Direct Debit you authorise and agree to us accepting the Transaction and processing it to your Account.

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

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

### 25.3 Queries Regarding Direct Debit Transactions

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

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

## 25.4 Stopping a Direct Debit Transaction

We are unable to stop a Direct Debit Transaction after it has been processed to your Account. You may request a stop or cancellation of a Direct Debit request before it is processed to your Account by contacting us directly on 13 11 55 or visiting any of our Stores and completing a Stop Payment request.

## 26 How you can contact us

Suncorp-Metway Ltd ABN 66 010 831 722

Registered Office:

Postal Address:

Level 28

Brisbane Square

266 George Street

Brisbane QLD 4000

GPO Box 1453,

Brisbane QLD 4001

Phone: 13 11 55

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

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## How to contact us



*Call*  
13 11 55



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



*Local  
Store*