

PayID

Terms and Conditions

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Suncorp-Metway Limited ABN 66 010 831 722 AFSL 229882
Australian Credit Licence 229882



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PayID Terms and Conditions

1 About these PayID Terms and Conditions

1.1 Definitions and the rules of interpretation applicable to these PayID Terms and Conditions are set out in clause 14.

1.2 These PayID Terms and Conditions apply to:

- (a) the creation of a PayID via the Suncorp Bank App in connection with an eligible Account you hold with us; and
- (b) once you create a PayID, the change, Closure, transfer, Locking and ongoing use of that PayID.

Subject to clause 7.2, these PayID Terms and Conditions do not apply to the making of payments to a PayID or where you create your PayID for a Business Account with the assistance of our staff in a Suncorp Bank branch or over the phone (for Business Accounts refer to the applicable Product Information Document or Schedule of Fees and Changes for the terms and conditions which apply to your PayID).

1.3 All the other terms and conditions that apply to your Account continue to apply in addition to these PayID Terms and Conditions, including the [“Terms and Conditions for Suncorp Accounts and Continuing Credit Accounts”](#) (**Account Terms and Conditions**) and [“Carbon Insights Account Product Information Document and Terms and Conditions”](#) (**Carbon Insights Account Terms and Conditions**) (as applicable) which can be accessed by visiting our website, at any Suncorp Bank branch or by phoning us on 13 11 55 and our Mobile Banking Terms and Conditions for the Suncorp Bank App which can be found within the Suncorp Bank App by tapping on the “Settings” icon and then “Support and Information”. For example, in our Account Terms and Conditions and our Mobile Banking Terms and Conditions for the Suncorp Bank App, you will find provisions about:

- (a) making a payment to a PayID (including your obligations to input correct PayID details and to check the payee’s PayID Name before sending an NPP Payment);
- (b) your and our rights and obligations in relation to receiving payments generally; and
- (c) the investigation and recovery of Mistaken Internet Payments, payment errors and unauthorised Transactions.

1.4 If there is an inconsistency between a provision in these PayID Terms and Conditions and a provision in either the Account Terms and Conditions, Carbon Insights Account Terms and Conditions or Mobile Banking Terms and Conditions, the provision in these PayID Terms and Conditions will prevail to the extent of the inconsistency.

1.5 You must accept these PayID Terms and Conditions when you are creating a PayID via the Suncorp Bank App, by tapping on the “Accept & Continue” button at the bottom of the screen on which the hyperlink to these PayID Terms and Conditions is located.

2 Laws and Codes of Practice

- 2.1 Where applicable, the Banking Code of Practice and the ePayments Code apply to your Accounts and our services.
- 2.2 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. Your and our rights, obligations and liability in relation to ePayments Code regulated Transactions made in Australia are also set out in clause 20 of our Account Terms and Conditions and clause 11 of our Carbon Insights Account Terms and Conditions (as applicable).
- 2.3 You have certain rights at law, which cannot be limited or excluded. Nothing in these PayID Terms and Conditions limits or excludes those rights, however, Suncorp's liability is limited to the maximum extent permitted by law.

3 PayID Service

- 3.1 The PayID Service is an addressing service that enables a person to make NPP Payments to you using your chosen PayID instead of a BSB and Account number, if that person is permitted to do so by their financial institution (**PayID Service**).
- 3.2 Once you create a PayID and link it to an eligible Account, NPP Payments which a person makes to your PayID will be directed to that Account. You may also elect to link your PayID to a PayTo Agreement in accordance with clause 7.3 so that a Merchant or Payment Initiator can use it to debit payments from your PayID linked Account.
- 3.3 You are not obliged to create or use a PayID for your Account. You can continue to operate your Account without a PayID, in which case NPP Payments to your Account will require your BSB and Account number.

4 Creating your PayID

- 4.1 You can create a PayID via the Suncorp Bank App, provided you satisfy the conditions of this clause 4. We will not create a PayID for you without your prior consent.
- 4.2 In order to create a PayID via the Suncorp Bank App you must be a holder of a Personal Deposit Account which is PayID eligible and you must agree to link your PayID to that Account. Your Personal Deposit Account will be PayID eligible if it is specified as such in the Schedule of Fees and Charges applicable to your Account.
- 4.3 We will determine which PayIDs are available to you based on the information we hold in connection with your Accounts. Certain types of mobile numbers and email addresses may not be in a format which is compatible with our PayID requirements and, therefore, cannot be created as a PayID. When you ask us to create a PayID we will tell you which PayIDs are available to you. If you believe our determination of the PayIDs available to you is incorrect please call us on 13 11 55 and we will try and resolve this for you.
- 4.4 You must own or be authorised to use your chosen PayID. Before you can create a PayID you must satisfy us (acting reasonably) that this is the case. We may ask you to provide evidence to verify that you either own or are authorised to use your chosen PayID.
- 4.5 At the time you create your PayID we will allocate you a PayID Name based on the information we hold in connection with your Accounts. Your PayID Name will usually be the same as your name on the Account linked to your PayID. You acknowledge that your PayID Name will be displayed to payers who send NPP Payments to you using your PayID and to anyone who looks up your PayID via the PayID Service.
- 4.6 Each PayID can only be linked to one account at a time, but an account can have multiple PayIDs linked to it. For example, you may be able to create your mobile number and email address as PayIDs and link them to the same Account (in which case payments made to either PayID will be directed to the same Account), but you cannot use your mobile number or email address as the PayID for more than one account at a time.
- 4.7 If your Account is a joint account, you and each other joint account holder can each create a separate PayID for the Account.
- 4.8 You may only create a PayID in connection with a Personal Deposit Account if you are a Personal Deposit Account holder. Individuals who have been authorised by an Account holder to operate or access a Personal Deposit Account will not be able to create and link a PayID in relation to that Account.
- 4.9 If your chosen PayID is already created in the PayID Service then we may refuse to create that PayID for you. If you believe that you own or are authorised to use that PayID then please contact us on 13 11 55 and we will try to assist you to resolve this situation. We are not permitted by law to disclose to you the name or other personal information of a person who has already created a PayID using your chosen PayID.
- 4.10 You agree to your PayID being registered in the PayID Service. We will ensure that your PayID and Account details are accurately recorded in the PayID Service.

5 Transferring your PayID to another account

- 5.1 Unless your PayID is Locked, you can transfer your PayID to another PayID eligible Account you hold with us or to an account with another financial institution by going to the “Manage Banking” section in the Suncorp Bank App, visiting a Suncorp Bank branch or by calling us on 13 11 55.
- 5.2 Before you can transfer a PayID to another account you must satisfy us (acting reasonably) that you either own or are authorised to use your PayID. We may, acting reasonably, ask you to provide evidence to verify that this is the case.
- 5.3 Transferring your PayID to another Account with us will usually be effective immediately, unless we notify you otherwise.
- 5.4 A transfer of your PayID to another financial institution is a two-step process initiated by you and completed by that financial institution. First, you must amend any PayTo Agreements linked to your PayID by replacing your PayID with another PayID or Account which is PayTo eligible, then ask us to put your PayID into a transfer state. If your PayID is transferred with an active PayTo Agreement linked to it, the PayTo Agreement will be cancelled.
- 5.5 We will process a request to transfer your PayID to an account with another financial institution within 24 hours. However, you will need to ask your other financial institution to link your PayID to your account with them and they may take longer to process your request. If you do not complete the transfer with the other financial institution within 14 days, the transfer will be deemed to be ineffective and your PayID will remain linked to your Account with us.
- 5.6 Until the transfer is completed, NPP Payments to your PayID will be directed to your Account with us linked to your PayID. Once your PayID has been transferred to an account at another financial institution, NPP Payments made to your PayID will be directed to that account.

6 Transferring your PayID from another financial institution to your Account

- 6.1 To transfer a PayID you have linked with an account at another financial institution to your Account with us, you will need to start the process with that financial institution.
- 6.2 After your other financial institution has put your PayID into a transfer state, to complete the transfer of your PayID to a Personal Deposit Account with us you will need to follow our PayID creation process via the Suncorp Bank App and the terms and conditions in clause 4 in relation to creating a new PayID will apply to the transfer of your PayID to an Account with us as if you were creating a new PayID.

7 Ongoing use of your PayID

7.1 From time to time we may, acting reasonably, ask you to re-confirm your PayID is still current and that you still own it or are authorised to use it.

7.2 You acknowledge the following:

- (a) If you use your PayID to make payments between your own Suncorp Accounts, withdrawal limits may apply to those payments, as further described in our Mobile Banking Terms and Conditions for the Suncorp Bank App and our Internet Banking Terms and Conditions.
- (b) Making a payment between your own Suncorp Accounts using your PayID will use up the withdrawal limits available in relation to other types of payments, such as payments to an account at another bank.
- (c) You should make payments between your own Suncorp Accounts via the "Transfer" payment option in the Suncorp Bank App or via the "My Account - Transfer between your accounts" payment option in Internet Banking, rather than by using a PayID, as withdrawal limits may not apply to payments made in this way.
- (d) Withdrawal limits also apply to other types of payments to a PayID. Please refer to our Mobile Banking Terms and Conditions for the Suncorp Bank App and our Internet Banking Terms and Conditions.

7.3 You may:

- (a) elect to use your PayID to establish a PayTo Agreement with a Merchant or Payment Initiator that offers PayTo payment services; and
- (b) instruct us to amend a PayTo Agreement by replacing the linked PayID with a different Account or PayID which is PayTo eligible,

in each case in accordance with clause 27 of our Account Terms and Conditions, or clause 4.9 of our Carbon Insights Account Terms and Conditions (as applicable).

7.4 Where we determine (in our reasonable opinion) that a NPP Payment (or part of it) made to your Account is either a Mistaken Internet Payment or a payment made in error, we will follow the procedures set out in our Account Terms and Conditions at either clause 11.3 or clause 20.19, or in both of these clauses, or, if applicable, in our Carbon Insights Account Terms and Conditions at either clause 8.2 or clause 11, or both. Depending on the circumstances, these procedures may allow us to freeze your Account or reverse or deduct from your Account, an amount up to the original amount of the Mistaken Internet Payment or the payment made in error.

8 Closing a PayID

- 8.1 You can close your PayID by going to the “Manage Banking” section in the Suncorp Bank App, visiting a Suncorp Bank branch or by calling us on 13 11 55. We will complete a request to close your PayID within 24 hours.
- 8.2 Before you can close your PayID you must:
- (a) satisfy us (acting reasonably) that you either own or are authorised to use your PayID and, if reasonably requested by us, provide evidence to verify that this is the case; and
 - (b) amend any PayTo Agreements linked to your PayID by replacing your PayID with another PayID or Account which is PayTo eligible. If your PayID is closed with an active PayTo Agreement linked to it, the PayTo Agreement will be cancelled.
- 8.3 You must promptly notify us to close your PayID if you no longer own or have authority to use your PayID, you change your name or any other information connected to your PayID changes.
- 8.4 We may close your PayID without your consent and with immediate effect:
- (a) if you no longer own or have authority to use your PayID or we reasonably suspect this to be the case; or
 - (b) if your PayID ceases to have a connection with the Account linked to your PayID (for example if your PayID is a mobile number and you ask us to update your contact details on your Account with a different mobile number); or
 - (c) if you have changed your name or your name on the Account linked to your PayID changes; or
 - (d) if a person seeks to register a PayID in the PayID Service which is the same as your PayID, your PayID has been Inactive for 6 months or more and we are unable to contact you; or
 - (e) if your PayID has been Inactive for 7 years or more; or
 - (f) if your PayID has been Locked for what we consider (acting reasonably) to be an excessive period of time; or
 - (g) if the Account linked to your PayID is closed or we transfer our responsibility for, or our interest in, your linked Account at any time to any person in accordance with our Account Terms and Conditions; or
 - (h) without limiting our rights under clause 9, if we reasonably suspect that you are misusing your PayID or using it to procure NPP Payments fraudulently or if we have any cause for suspicion or concern in relation to your Account or payments to your Account; or
 - (i) if we are required to do so by law, by the operator of the NPP or to protect our Legitimate Interests.
- 8.5 If your PayID is closed you are responsible for informing parties who make payments to you using your PayID. After your PayID is closed, that PayID may be registered by another person if they can demonstrate they have the right to use it, and payments using that PayID will then be made to the other person’s account.

9 Locking and unlocking a PayID

- 9.1 We monitor PayID use to manage PayID misuse and fraud. You acknowledge and consent to us Locking your PayID if we reasonably suspect misuse of your PayID or use of your PayID to procure NPP Payments fraudulently or if we have any cause for suspicion or concern in relation to your Account or payments to your Account.
- 9.2 While your PayID is Locked:
- (a) you will not be able to receive NPP Payments to your PayID;
 - (b) you will not be able to request a transfer of your PayID to another account; or
 - (c) any PayTo Agreements you have linked to your PayID will be paused, meaning Merchants and Payment Initiators will not be able debit the Account linked to your PayID.
- 9.3 You can request to unlock your PayID by calling us on 13 11 55.

10 Privacy

- 10.1 By creating your PayID you consent:
- (a) to us collecting information connected to your PayID, such as your PayID, PayID Name and Account details (including full legal account name) (**PayID Information**);
 - (b) to us using your PayID Information for the purpose of the PayTo Service and to enable payers to make NPP Payments to you in the PayID Service and to us disclosing your PayID Information to our service providers and our agents for the same purposes;
 - (c) to your PayID Name being shown to anyone who looks up your PayID via the PayID Service, has a PayTo Agreement with you or makes an NPP Payment to your PayID (for example, if your mobile number is your PayID, then any person who enters your mobile number in the “pay someone” or “pay anyone” field of their online banking may see your PayID Name attached to that mobile number);
 - (d) to us, our service providers and our agents disclosing your PayID Information to the PayID Service operator, NPP Australia Limited, so it can use your PayID Information to create your PayID, store your PayID Information in the PayID Service register and otherwise operate the PayID Service and PayTo Service; and
 - (e) to NPP Australia Limited disclosing your PayID Information to other financial institutions and BPAY® Pty Ltd (the Osko® service provider) and their service providers so they may use your PayID Information to facilitate the operation of the PayID Service and PayTo Service (for example to construct NPP Payment messages, to enable payers to make NPP Payments to you, to disclose your PayID Name to payers for NPP Payment validation, to trace lost NPP Payments, to investigate fraud or where required by law).
- 10.2 To the extent that the creation and use of the PayID Information constitutes a collection, disclosure, storage and use of your personal information within the meaning of the Privacy Law, you acknowledge and agree that you consent to that disclosure, storage and use.

- 10.3 Where you hold a joint Account, other Account holders may be able to see messages and notifications associated with NPP Payments and other messages addressed to your PayID.
- 10.4 The collection, use and disclosure of your personal information is also governed by the [Suncorp Group Privacy Policy](#) and [Suncorp Bank Privacy Statement](#).

11 Changes to these PayID Terms and Conditions

Subject to the law and any applicable Code, we can change, add to, delete or vary these PayID Terms and Conditions for the following reasons:

- (a) to comply with any change or anticipated change in any relevant law, code of practice, guidance or general banking practice;
- (b) to reflect any decision of a court, ombudsman or regulator;
- (c) to reflect a change in our systems or procedures, including for security reasons;
- (d) to respond to changes in the cost of providing the PayID;
- (e) discontinue a product in which case we may change the terms of your product to reflect a different product with similar features to the discontinued product; or
- (f) to make these PayID Terms and Conditions clearer or to add features, but will only do so in order to protect our Legitimate Interests, and only to the extent reasonably required to do this.

For example, we can change, add or remove fees and charges or features, benefits or responsibilities under these PayID Terms and Conditions.

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

12 Telling you about the changes

- 12.1 Where we make changes, we will notify you by written or electronic notice (for example, through the Electronic Equipment) no later than the day it takes effect, or such longer period as may be required by law. Where the change is adverse to you, we will notify you at least 30 days before the effective date of the change (unless we believe doing so is, in our reasonable opinion, necessary for us to manage an immediate or material risk to our Legitimate Interests or the change relates to a government charge).
- 12.2 We may also publish information about changes to these PayID Terms and Conditions in national media or at suncorp.com.au in addition to any notice that we provide you as outlined above.

13 Notices from us

- 13.1 You agree and consent to us giving you any notices, disclosure documents and other documents in relation to your PayID or these PayID Terms and Conditions by:
- (a) sending them by post to the last address you gave us;
 - (b) where you provide us with an email address, electronic communication to that email address;
 - (c) where you provide us with a mobile phone number, via SMS or text message to that mobile phone number; or
 - (d) electronically through Mobile Banking or any other form of internet or online banking.
- If you do not provide us with the consents in paragraphs (b), (c) and (d) above, then we may not be able to create a PayID for you, as these consents may be necessary for us to establish that you either own or are authorised to use your chosen PayID.
- 13.2 Except where it contravenes a law or the ePayments Code, if we send mail to your last known address, it is taken to have been received seven days after posting. A certificate signed by an officer of Suncorp is evidence of the postage date and that the mail was posted on the date stated in the certificate.
- 13.3 Electronic communications sent by us to your email address or mobile phone number 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).
- 13.4 Electronic communications sent by us to you via Mobile Banking or any other form of internet or online banking will be taken to be received by you at the time they were made available via the relevant online platform.
- 13.5 Notwithstanding the consent in clauses 13.1 (b), (c) and (d) 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 or mobile phone number is not receiving the electronic communications we send.
- 13.6 You may request paper copies or withdraw the consent in clauses 13.1 (b), (c) and (d) above, at any time and change to receiving notices, disclosure documents and other documents to your nominated mail address by calling us on 13 11 55. However, if you do withdraw your consent we may need to Close your PayID, as we may no longer be able to establish that you either own or are authorised to use your chosen PayID which we must be able to do to satisfy our obligations under the NPP.

14 Definitions and interpretation

14.1 In this document, unless the context requires or indicates otherwise, the following capitalised words, abbreviations and phrases have the following meanings:

Account means your account with us and includes a savings account, a term deposit, a cheque or card account, a continuing credit account, a loan account or another account which we allow you to withdraw and deposit money. However, not all types of Accounts are eligible to link with a PayID. Refer to clause 4.2 to see how you can find out if your Account is PayID eligible.

Account Terms and Conditions has the meaning given to it in clause 1.3.

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.

Basic Single Credit Transfer means a credit payment message, other than:

- (a) an Osko® payment;
- (b) another type of overlay service payment; or
- (c) an international funds transfer instructions payment,

sent by a NPP participant via the NPP basic infrastructure for the benefit of a payee with another NPP participant.

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

Carbon Insights Account Terms and Conditions has the meaning given to that term in clause 1.3.

Closed in relation to a PayID, means a PayID which is removed from the PayID Service, and is unable to be used to receive NPP Payments into your Account or to link to a PayTo Agreement.

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

Electronic Banking means a banking service that allows a Funds Transfer by a method authorised by us for use by you to give an instruction:

- (a) through Electronic Equipment; and
- (b) which is not intended to be authenticated by comparing a manual signature with a written specimen signature,

to debit or credit an Account.

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

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.

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.

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

Inactive, in relation to a specified period of time, means during that specified period of time your PayID has not received a NPP Payment and we have not received a request from you to transfer your PayID to another account.

Locked in relation to a PayID, means a PayID which we have temporarily disabled in the PayID Service and is temporarily unable to be used to receive NPP Payments into an Account.

Legitimate Interests means:

- (a) our legitimate funding (including securitisation), business risk management, prudential or security requirements; and/or
- (b) any other requirements that are reasonably necessary to protect us against a material risk of our own financial detriment.

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

Mistaken Internet Payment means a NPP Payment, made by a payer who is a 'user' for the purposes of the ePayments Code, using a 'pay anyone' internet banking facility processed by an ADI where funds are paid into the account of an unintended recipient because the payer entered or selected a PayID that does not belong to the named and/or intended recipient as a result of the payer's error or the payer being advised of the wrong PayID.

Mobile Banking means the internet service designed for our customers to manage their banking online from a mobile device through either our mobile website, or the Suncorp Bank App.

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

NPP means the New Payments Platform operated by NPP Australia Limited.

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

Osko means the Osko payment service provided by Bpay® Pty Ltd using the New Payments Platform, which facilitates clearing and settlement of payments between NPP participants on a 24/7 near real-time basis.

PayID means any of the following unique identifiers you choose to use to receive NPP Payments into an eligible Account, subject to us determining if that identifier is available to you as a PayID and in a format which is compatible with our PayID requirements:

- (a) a mobile number;
- (b) an email address; or
- (c) such other type of identifier permitted by the NPP and which we agree to let you use as a PayID.

PayID Information has the meaning given to it in clause 10.1(a).

PayID Name means the name we allocate to you so payers can identify you and confirm your PayID in order to make an NPP Payment to your PayID. Your PayID Name must represent your real name and will be based on the information we hold in connection with your Accounts.

PayID Service has the meaning given to it in clause 3.1.

PayID Terms and Conditions means the terms and conditions set out in this document, as amended from time to time in accordance with clauses 11, 12 and 13.

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

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

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

Personal Deposit Account means any account used for personal or domestic purposes into which moneys can be deposited and can be:

- (a) a savings account with or without a credit limit;
- (b) a cheque or card account with or without a credit limit (but excluding credit card accounts),

however, not all types of Personal Deposit Accounts are eligible to link with a PayID. Refer to clause 4.2 to see how you can find out if your Personal Deposit Account is PayID eligible.

Privacy Law means the *Privacy Act 1988* (Cth) and regulations made under that Act, as amended, re-enacted or replaced from time to time.

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 Statement, Lending Fees and Charges booklet, credit contract or other similar document.

Suncorp means Suncorp-Metway Limited ABN 66 010 831 722 AFSL 229882 Australian Credit Licence 229882, its successors and assigns.

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

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

We, us and **our** means Suncorp.

You and **your** means a person who is an individual who is an Account holder and is creating or has created a PayID in accordance with these PayID Terms and Conditions. References to "you" and "your" include the successors, administrators or assigns of you or that person.

- 14.2 If an example is given of anything (including a right, obligation or concept), such as by saying it "**includes**" something else, the example does not limit the scope of that thing.
- 14.3 Singular references include the plural and vice versa.
- 14.4 A reference to a clause is a reference to a clause in these PayID Terms and Conditions, unless the context requires otherwise.
- 14.5 We may exercise our rights, powers and discretions in any reasonable manner 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 but unless specifically stated we will not be under an obligation to take any action. If we do not exercise, or delay in exercising, our rights, powers and discretions this does not mean we give up those rights, powers and discretions.

- 14.6 The parties say that it is their intention that, in the interpretation of these PayID Terms and Conditions:
- (a) if possible, words which have an ordinary meaning are given that meaning;
 - (b) these PayID 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.
- 14.7 If a mandatory law or Code binding on us would apply to a particular provision so that it would make that provision invalid, void, unenforceable or in breach of an applicable law or Code, then the relevant provision will be read down and construed as if it were varied so we are not required or permitted to apply or rely on that provision to the extent it is not invalid, void, unenforceable or inconsistent with that law or Code.
- If, despite this clause 14.7, any provision is invalid, void, unenforceable or remains in breach of a law or Code, then that provision will be treated as ineffective and severed to the extent only that the provision is void, unenforceable or in breach but without invalidating the other parts of this document.

15 Problems and complaints

Most problems can be solved by simply talking to staff at your local Suncorp Bank branch 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

or contact us in person at any branch.

If our branch 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 branch.

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

You can contact AFCA by:

Telephone: 1800 931 678 (free call)
Address: Australian Financial Complaints Authority
GPO Box 3 Melbourne VIC 3001
Website: www.afca.org.au
Email: info@afca.org.au

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

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

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

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How to contact us



Call
13 11 55



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