

# Terms and Conditions for Treasury

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Issued by Suncorp-Metway Ltd ABN 66 010 831 722, AFSL Number 229882

Level 23, Heritage Lane  
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Brisbane QLD 4000



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## About this document

This document is the Terms and Conditions for Suncorp Treasury. These Terms and Conditions apply to all Suncorp Treasury products.

You should read this document in conjunction with the Product Information Document or Product Disclosure Statement for each of Suncorp's Treasury products where available.

If you enter into more sophisticated transactions with us, such as interest rate swaps or forward exchange contracts, you may be required to enter into additional agreements specific to those transactions. These Terms and Conditions and the Product Information Document or Product Disclosure Statement together with any additional agreements shall together govern the terms of the particular transaction. If and to the extent that there is a conflict between these Terms and Conditions and any such agreement or the Product Information Document or Product Disclosure Statement, that agreement or Product Information Document or Product Disclosure Statement shall prevail.

Before you open an account or transact a product with us, you should read these Terms and Conditions and the Product Information Document or Product Disclosure Statement for the relevant account / product / transaction and any other documents we give you containing particular conditions in relation to your account / product / transaction and other information.

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

### General Information and Interpretation

We have tried to keep the Terms and Conditions as brief and as easy to understand as possible.

Many of the words that have particular banking or legal meaning are described in the 'Important Terms' section.

If some terms used in this document are not defined then the meaning of the term as defined by the Australian Financial Markets Association (AFMA) shall apply, if AFMA defines that term.

If we give you any particular conditions in writing (e.g. applicable to a particular product), that differ from these general Terms and Conditions, those particular conditions will apply to the extent they differ, with the exception of the following sections and definitions which shall prevail over any particular conditions to the extent they are inconsistent with the particular conditions:

- Section headed *Indemnity for Loss or Damage*;
- Section headed *Giving Us Instructions*;
- The following definitions in the section headed *Important Terms*:
  - *Authorised Individual*;
  - *Email*;
  - *Instruction*;
  - *Suncorp Treasury*;
  - *Terms and Conditions*.

To find information quickly, please refer to the table of contents at the front of these Terms and Conditions.

Headings used are a guide only. Singular references include the plural and vice versa.

Words denoting persons include bodies corporate, individuals, firms and unincorporated associations or authorities.

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

We may exercise our discretion in any manner we think fit including choosing not to exercise our discretion.

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

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

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

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

## How to contact your Treasury Representative

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

### Corporate Funding

<b>Phone</b>	1300 138 072
<b>Fax</b>	(07) 3031 2054
<b>Email</b>	shorttermfunding@suncorp.com.au

### Foreign Exchange

<b>Phone</b>	1300 557 763
<b>Fax</b>	(07) 3031 2209
<b>Email</b>	treasuryfx@suncorp.com.au

Note: All conversations with Suncorp Treasury are recorded.

<b>Registered Office:</b>	<b>Postal Address:</b>
Level 23, 80 Ann Street, Brisbane, Qld 4000.	Treasury Operations FI015 Suncorp-Metway Ltd GPO Box 1453 Brisbane 4000 Australia

## Privacy and Confidentiality

Suncorp is a member of a financial services Group (the Suncorp Group).

The Suncorp Group offers many different categories of financial products and services in banking, insurance, investments and advice on financial services.

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

- Set up and administer a product for you;
- Assess a claim made by a customer under one or more of our products; and
- Improve our financial products and services.

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

## Communicating with us

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

If you do not agree to have your communication with us recorded, we may not be able to provide the products or services that you request.

## How to contact us with a complaint

### Let us know

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

Contact us:

By phone: 1300 55 77 63

By email: [treasuryfx@suncorp.com.au](mailto:treasuryfx@suncorp.com.au)

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

### Review by our Customer Relations Team

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

By phone: 1800 689 762

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

By Fax: 1300 767 337

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

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

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

### Seek review by an external service

We expect our procedures will deal fairly and promptly with your complaint. However, if you remain dissatisfied, you may be able to access the services of the Australian Financial Complaints Authority (AFCA). AFCA provides fair and independent financial services complaint resolution that is free to consumers. Any determination AFCA makes is binding on us, provided you also accept

the determination. You do not have to accept their determination and you have the option of seeking remedies elsewhere.

AFCA has authority to hear certain complaints. Time limits may also apply, you are generally required to lodge a complaint with AFCA within two years of our final response to your complaint. Contact AFCA to confirm if they can assist you.

You can contact AFCA:

Online: [www.afca.org.au](http://www.afca.org.au)  
By email: [info@afca.org.au](mailto:info@afca.org.au)  
By phone: 1800 931 678  
In writing: Australian Financial Complaints Authority,  
GPO Box 3, Melbourne VIC 3001

## Financial Difficulty

We advise you to inform us as soon as you can if you are in financial difficulty. If you have a joint account with someone and find yourself in financial difficulty, we can provide assistance to you without involving the other person. You can contact us on 13 11 55.

## Laws and Codes of Practice

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

You can obtain a copy of the Banking Code of Practice from our website or by contacting your Treasury Representative. If you would like to discuss whether or not the Banking Code of Practice applies to you, please contact your Treasury Representative.

We agree to follow the rules of the ePayments Code for Electronic Banking transactions made in Australia and we give you a warranty that we will do so. You have certain rights at law, which cannot be limited or excluded.

Nothing in these Terms and Conditions limits or excludes those rights, however, Suncorp's liability is limited to the maximum extent permitted by law.

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

(a) read down; and

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

This provision prevails over any other provision in this document.

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

Transactions processed or proposed to be processed in foreign currency will be subject to both the laws of Australia and any other relevant jurisdictions that apply. If we have reasonable grounds to believe that your foreign currency transaction breaks any law which applies at the time, we can refuse to process it.

These Terms and Conditions shall be governed by the laws of Queensland.

Any Instructions shall be governed by the laws of Queensland unless expressly specified otherwise in the Instruction.

## AFMA OTC Market Conventions

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

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

If you require further information regarding the Conventions, please visit the AFMA website at [www.afma.com.au](http://www.afma.com.au).

## Derivatives Master Agreements and ISDA Master Agreements

Where applicable a Derivatives Master Agreement or ISDA Master Agreement may apply and you will be required to execute the relevant Agreement.

To the extent the information in these Terms and Conditions differs from the terms and conditions contained in a relevant Derivatives Master Agreement or ISDA Master Agreement, the terms and conditions in the relevant Derivatives Master Agreement or ISDA Master Agreement shall apply and prevail to the extent of the difference except where we indicate in writing otherwise.

Please contact your Treasury Representative for more information.

## Indemnity for Loss or Damage

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

- you did not observe any of your obligations under these Terms and Conditions or an Instruction; or
- you acted negligently or fraudulently in connection with these Terms and Conditions or an Instruction; or
- we act on any Instruction that we believe was duly given, except to the extent our loss or damage is caused by our fraud, negligence or wilful misconduct (including that of our officers, employees, contractors or agents).

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

- (a) you do not follow any law or regulation that applies to your product, account, service or transactions on your account;
- (b) you do not follow our Terms and Conditions or particular conditions;
- (c) a transaction, including an overseas transaction, you initiated is dishonoured, returned or cannot be processed;
- (d) there is any breach by you as a trustee or director; or
- (e) we act on any Instruction that we believe was duly given, except to the extent our loss or damage is caused by our fraud, negligence or wilful misconduct (including that of our officers, employees, contractors or agents).

## Fixed Rate Term Deposits and At Call Deposits

*The information in this table applies to Suncorp Treasury's Fixed Rate Term Deposits and At Call Deposits only. If you require further information or a copy of the relevant Product Information Document (which includes written information including; minimum balance requirements, how we pay interest and principal and interest adjustments) please contact your Treasury Representative.*

### Opening accounts

Providing our account opening requirements are satisfied you can also open accounts in the name of a company, partnership, 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 Client Details Form, which give 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 and complete any other documents we request, to open the account.

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

The following will prevent you from opening an account:

- if you are an undischarged bankrupt;
- if you suffer from a serious illness that makes you unable to manage your financial affairs.



## Joint accounts

### *How to Operate a Joint Account*

A joint account is held by more than one person. All account holders need to agree on who has access to the account and how. We need this advice in writing.

If one of you asks us in writing to change the authority to operate so that all of you must sign, we will 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.

### *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 a request to stop transactions is received and agreed to by us any telephone banking access and internet banking access will be cancelled.

## Statements

At least once every 6 months, or where otherwise required by a law or Code we may give you a statement showing all transactions on your at call account. You can ask for a statement of your at call 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.

## Closing your account

You can ask us to close your account. There are no fees on closing a Suncorp Treasury account although for a Fixed Rate Term Deposit an adjustment to interest earned/payable may apply.

If your account is a joint account, it 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.

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 if:

- (a) you break the Terms and Conditions or any particular conditions or the terms and conditions of any loan contract, Derivative Master Agreement or ISDA Master Agreement and we believe closing the account is necessary for us to manage an immediate or material risk having regard to our Legitimate Interests;
- (b) to protect our Legitimate Interests;
- (c) we have reasonable grounds to believe that your Suncorp Treasury account or a Suncorp Treasury product acquired by you is being used in connection with fraud, misuse or for any other inappropriate use;
- (d) we have reasonable grounds to believe that there is an immediate and material risk of loss to you or us;
- (e) for security reasons;
- (f) we need to by law or to meet our prudential requirements;
- (g) you have given us materially false or misleading information; or
- (h) you act in a manner that in our reasonable opinion threatens the security of our staff or property or any other person.

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

If your account is closed, you agree to:

- (a) follow our rules for closing accounts;
- (b) complete any forms or indemnities we need;
- (c) repay any reasonable costs we have in closing your account; and
- (d) 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.

## Giving Us Instructions

Please note where the AFMA OTC Market Conventions apply you should refer to the relevant Product Information Document or Product Disclosure Statement where available for information on how to give us Instructions, as the method of Instruction may differ from product to product.

Generally, we can act on Instructions from you (including those given by telephone, fax, Email or in any other electronic form where agreed from time to time). We can ask you to prove your identity and give us an acceptable indemnity before we act on your Instructions. We can also delay or refuse to act on your Instructions.

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

- (a) Your Instructions shall be sent to such number or Email address and for the attention of such individuals as we may reasonably require from time to time.
- (b) That you will comply with any security procedures or processes (if any) we reasonably require.
- (c) No Instruction is operative until we accept it.
- (d) We may rely on any Instruction that purports to have been sent, initiated or authorised by you, your Authorised Dealer, Authorised Individual or Authorised Signatory and appears to us to be in compliance with any security procedures or processes (if any) we reasonably require.
- (e) We do not need to make any enquiries as to the authority or identity of the person giving or purporting to give us Instructions nor do we need to verify the authenticity, accuracy or completeness of any Instruction given by you, your Authorised Dealer, Authorised Individual or Authorised Signatory where the Instruction appears to us to be in compliance with any security procedures or processes (if any) we reasonably require, unless we have knowledge or reasonably ought to have knowledge that the Instruction was not made with your knowledge, authority or consent.
- (f) Any Instruction will be binding on you where the Instruction appears to us, acting reasonably, to be in compliance with any security procedures or processes (if any) we reasonably require.
- (g) That fax, Email and other agreed electronic form Instructions are sent on your letterhead or otherwise clearly identify you as the sender and signed by you or your Authorised Dealer, Authorised Individual or

a duly Authorised Signatory. At our request you will confirm all Instructions in writing.

- (h) We are not obliged to act upon Instructions from you and acceptance of one or more Instructions by us shall not oblige us to act on or otherwise accept further Instructions from you.
- (i) We shall not be liable for any loss or damage (whether consequential or otherwise) incurred by you as a result of us acting on Instructions from you which we believed were duly given by you, an Authorised Signatory, Authorised Individual or Authorised Dealer, except to the extent that the loss is caused by our fraud, negligence or wilful misconduct (including that of our officers, employees, contractors or agents).
- (j) Any reference to signing in these Terms and Conditions, an ISDA Master Agreement, Derivatives Master Agreement or any other document includes giving an Instruction or signing by any means whatsoever including by Email.

This section on "Giving Us Instructions":

- (a) Applies in addition to any other term or condition in any ISDA Master Agreement or Derivatives Master Agreement; and
- (b) Where there is any inconsistency between this section and any term or condition of any ISDA Master Agreement or Derivatives Master Agreement this section shall prevail to the extent of the inconsistency.

## Changing the terms & conditions

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

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



For example, we can change:

- (a) interest rates and the way we calculate interest;
- (b) fees and charges; or
- (c) when we charge or pay interest.

If we make a change to these Terms and Conditions which is adverse to you and you are unhappy with the change, you may close your Account without penalty (and if the Account is a Fixed Rate Term Deposit, this means that you may break the Fixed Rate Term Deposit before the change takes effect without penalty). If you close your Account, we may be required to close out any pending transactions linked to the Account at the relevant rate (that applies to that transaction under the relevant terms and conditions) on the date of the closure.

## Telling you about the changes

If the Banking Code of Practice applies, and we make a change that is unfavourable to you, we will give you at least 30 days' notice. We may give you shorter notice if we are permitted under the Banking Code of Practice or law to do so.

Where we change the Terms and Conditions we will give you the period of notice set down by law, the ePayments Code, the Banking Code of Practice or any other applicable Codes. 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) notices on or with your statement;
- (b) direct written notice to you (which may be provided with or on your statement); or
- (c) press advertisement in the national or local media.

## Notices from us

Unless the law or a Code specifies a method of communication, we may give you any notice or other document by sending it to your last known email or postal address (as last advised by you), or posting it on our website and telling you that it is available on our website. Except where it contravenes a law or a Code, provided that we send it to your last known email or postal address, it is taken to have been received seven Business Days after posting. A certificate signed by an officer of Suncorp is evidence of the postage date and that the mail was posted on the date stated in the certificate.

## Changing Your Details

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

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

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

If we become aware of any changes to your account details, we can take reasonable steps to amend our account records without notice to you. We will only do this where the change is based on a record you have given to us and if we do, we will notify you.

You must advise us promptly if your tax residency changes and either advise us of the foreign Tax Identification Number or a reason why the Tax Identification Number is not provided.

## Our rights

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

## Identity

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

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

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

## Taxation

The Income Tax Assessment Act 1997 (Cth) determines whether any interest you earn will be taxable. The Taxation Administration Act 1953 (Cth) imposes the obligation on investment bodies to collect customers' Tax File Numbers and ABNs which we must quote to the Australian Taxation Office and other foreign regulators as required by Australian law.

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.

## FATCA

Australian financial institutions, such as Suncorp, must provide the Australian Taxation Office (ATO) with information about financial accounts held by U.S. persons. This is due to the Foreign Account Tax Compliance Act (FATCA) Agreement between Australia and the US. Consequently, you may be requested to provide certain information to Suncorp. You must advise us promptly if your tax residency changes and either advise us of the foreign Tax Identification Number or a reason why the Tax Identification Number is not provided. The ATO is required to provide this information to the U.S. Internal Revenue Service.

## Common Reporting Standard

The OECD Common Reporting Standard for Automatic Exchange of Financial Account Information (CRS) requires Suncorp to report information regarding certain accounts to the ATO and follow related due diligence procedures. Suncorp is obliged to collect certain information and report it to the ATO to ensure compliance with the CRS. You must advise us promptly if your tax residency changes and either advise us of the foreign Tax Identification Number or a reason why the Tax Identification Number is not provided. The ATO may provide this information to other jurisdictions that have signed the CRS Competent Authority Agreement.

## Foreign Tax Residents

We are required under domestic and international laws to collect and report financial and account information relating to individuals and organisations who are, or may be, foreign tax residents. We may ask you whether you or any shareholder, beneficiary, settlor or controlling person are a foreign tax resident from time to time, such as when you open an account with us, or if your circumstances change. If you do not provide this information to us, we may be required to limit the services we provide to you.

Unless you tell us otherwise, by completing any application, you certify that any shareholder, named beneficiary, settlor or controlling person is not a foreign tax resident. You must tell us if you, or any shareholder, named beneficiary, settlor or controlling person is, or becomes, a foreign tax resident (unless an exemption applies, such as for shareholders of listed companies). Where there are no named beneficiaries (e.g. for beneficiaries identified only as a class) you must tell us if a beneficiary is a foreign tax resident immediately when any decision is made to identify and make a distribution to them. You may contact us to provide foreign tax residence information by contacting your Treasury Representative. Contact details can be found on the back page of this Terms & Conditions document. We cannot give tax advice, so please contact your tax advisor if you need help finding out whether any person is a foreign tax resident.

## Interest

This section only applies to Fixed Rate Term Deposits, At Call Term Deposits and Foreign Currency Deposit Accounts.

Interest rates are described as annual percentage rates.

We divide each annual percentage rate by 365 (or by 360 for some currencies) to get a daily percentage rate.

We calculate interest on a daily basis by applying the daily percentage rate to the credit balance at the end of each day.

The sum of the interest calculated is paid to you:

- On the monthly, quarterly, semi-annual or annual anniversary of the opening of your account
- On the day your deposit account is closed or transferred to another product
- On the last day of your term deposit investment period

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

## Dealing Authority and Power of Attorney

### Dealing Authority

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

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

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

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

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

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

### Power of Attorney

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

We must have an acceptable, certified copy of the original Power of Attorney and complete the customer identification process before an attorney can access an account/product.

You must tell us as soon as possible if you cancel, change or revoke the Power of Attorney.

### Risks with appointing Dealing Authorities and Powers of Attorney

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

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

You must not give your Telephone Access Code, any password or other secret code or Access Method we give you to the appointed person or anyone else.

We may issue a separate Telephone Access Code, password or other secret code or Access Method to any appointed person you have authorised to operate your account/product.

Unless we are found to be negligent, fraudulent, to have engaged in misconduct or to have otherwise breached our legal obligations (including our officers, employees, contractors or agents), we are not responsible for a dealing authority/attorney or the way that a dealing authority/attorney accesses an account/product.

Subject to law, unless we are found to be negligent, fraudulent, to have engaged in misconduct or to have otherwise breached our legal obligations (including our officers, employees, contractors or agents), we are not liable for any loss or damage caused by a person you have authorised to operate on your behalf.

## Trusts

If you are the trustee you:

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

(e) must not breach the terms of the trust for as long as you have the account/product.

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

## Companies, Partnerships and Incorporated Associations

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

If any director, partner or authorised office holder requests in writing that a hold be placed on the account, we can do this. 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.

## Errors on statements or confirmations, mistakes and unauthorised transactions

You must read statements and other records and write to us promptly if there is a mistake, if information is missing or if statements show transactions you did not make.

If you detect an error or believe a transaction was not authorised 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 to another account in error or by mistake you are solely responsible in relation to correcting that error and any loss suffered, except to the extent that any loss is caused by our fraud, negligence or wilful misconduct (including that of our officers, employees, contractors or agents).

Where moneys have been transferred to you by someone else or you in error, at Suncorp or elsewhere, you agree:

(a) we may in our reasonable discretion disclose (disclosure to which you consent by the opening of your account) to the Payer, the name and number of your account where your account has been incorrectly credited;

(b) in the event of a dispute we may, acting reasonably, pay the funds to a court pending resolution of any dispute;

(c) we may in our reasonable discretion on forming a reasonable opinion that your account has been incorrectly credited in error, freeze that amount in your account or reverse those funds from your account or deduct the amount of those moneys from your account.

We are not responsible for any loss you may suffer due to errors, inaccuracies or omissions in relation to authorised but mistaken instructions given to us for the operation of your account and/or product, except to the extent that the loss is caused by our fraud, negligence or wilful misconduct (including that of our officers, employees, contractors or agents).

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

## Losses and Errors

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

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

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

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

## When you are liable for losses

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

You must check the details of each transfer and each transaction in a business payment and ensure that the accounts, BSB and amounts are correct.

Once you authorise transactions to be processed we will not be able to stop, withdraw, suspend or delete the transfer, change any details or recover the funds.

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

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

## Automatic Payments and Payments between Institutions

For some Suncorp Treasury products:

- (a) you may request your Treasury Representative to transfer any credit balance in your account (or any part thereof) to another account at Suncorp or to an account at another financial institution; and
- (b) you can transfer money to your account from another account at Suncorp or from an account at another financial institution;

provided the nominated account is in the same name as the investment being drawn on.

No Australian dollar third party payments can be made. Automatic Payments are not allowed.

Please contact a Treasury Representative for details regarding payments.

We can charge a fee for these transfers if we agree to provide them.

Payment will only be made if your account has sufficient Clear Funds. If there is only enough money to make some payments, we decide when and what payments to make.

Where the transfer is to or from another institution, we are not liable to you for any time taken before those funds are transferred to or from the other institution. In some instances, the funds may not be transferred until the second working day after a weekend or public holiday.

We are not responsible for any errors or omissions in respect of disbursement of payment by the receiving institution.

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 may not be used to validate that the transaction has been posted to the correct account.

You should 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 incorrect account.

## Cash and cheque deposits

Cash and cheque deposits or withdrawals are not allowed and will not be accepted or effected by us.

## Set Off

You agree that we can, in order for us to protect our Legitimate Interests and acting reasonably, 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. We will notify you in writing if we do this. This does not apply to a loan regulated by the National Credit Code.

If we exercise this right we will withdraw the amount you owe us from the credit balance in your account and apply this amount to reduce any other amount you owe us.

## Confirmations

We will send you a confirmation of transactions made and the terms applying to same via fax, post, email or in any other electronic form where agreed from time to time. The confirmation will be admissible evidence of the transaction made and terms applying to the transaction.

You must review the Confirmation within 24 hours of receipt and ensure you advise us as soon as possible if you believe there is any incorrect information. Upon notification we will proceed to investigate and attempt to resolve any concerns. In doing this, we will comply with the requirements of any law, Code or scheme applying to any disputed transaction.



## Fees & Charges

### About Fees and Charges

When you use your account/product we can impose a reasonable fee or charge. We can also impose a reasonable fee or charge to keep your account/product and on any transactions made. In charging any fee or charge we will comply with:

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

You must pay these fees and charges when we reasonably specify in any agreement or earlier if we ask you to pay them and this is reasonable.

Whilst there are no account keeping fees, we charge a Margin to you for each buy or sell transaction (i.e. any contribution or withdrawal made to your account) you make. This Margin is incorporated into the Buy-Sell Spread for each transaction.

Other charges may apply for related services such as issuing, tracing or recalling a telegraphic transfer.

For some products a Premium may apply. The amount of the Premium will be quoted to you by your Treasury Representative before you enter into a contract with us.

If you require further information regarding fees please contact your Treasury Representative.

### Exemptions from Fees and Charges

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

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

### Queries about our Fees and Charges

You can get information by phoning your Treasury Representative.

### Changing the Fees and Charges

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

### Government Fees and Charges

No Government Fees and Charges apply currently to Suncorp Treasury accounts/products.

## Remuneration and other benefits paid to representatives

Treasury Representatives employed by Suncorp-Metway Limited receive an annual salary, which is based on a number of general factors including industry experience, location, qualifications and complexity of role. In addition, Treasury Representatives may be eligible to receive an annual short-term incentive payment based on a number of factors including the Representative's individual performance and subject to Suncorp's performance. However, Representatives do not receive incentives, commissions or other payments based solely on individual sales or the advice provided by the Representative. Treasury Representatives may also be eligible to receive an annual grant of Suncorp Group shares, this is subject to Suncorp Group performance and individual performance.

## Overseas Transactions

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

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

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

Cheques drawn on an overseas institution cannot be deposited into your Suncorp Treasury deposit account.



## Important Terms

In these Terms and Conditions, unless the context indicates otherwise, the following words, abbreviations and phrases have the following meanings and these Terms and Conditions shall be interpreted as follows.

Term	Means
Access Method	(a) Means 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) device, identifiers, codes or a combination of these; and (c) 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	(a) An at call deposit; (b) A Fixed Rate Term Deposit.
Authorised Dealer	Has the authority to exchange information and book in a deal or transaction.
Authorised Individual	Has full authority to transact and sign on the account, unless otherwise indicated on the Suncorp Treasury Client Details Form.
Authorised Signatory	Has the authority to sign all documents. This includes settlement instructions, transactional instructions and amendments to customer details.
Automatic Payments	Means a recurring transaction from your account including transactions where your account is the debit account nominated pursuant to a direct debit agreement with a merchant as the debit issuer.
Banking Code of Practice	The Australian Banking Association's 2019 Banking Code of Practice, as updated by way of new releases and adopted by us from time to time.
BSB	A 6-digit number used to identify account institutions when making electronic payments.
Buy-Sell Spread	Means the margin between the rate at which we buy from borrowers and the rate at which we sell to investors.
Clear Funds	Funds that are available for withdrawal. Cheques and payments other than cash may have a waiting period during which the funds are unavailable. Funds paid in by cheque may take up to 5 days to become available, however the length of the waiting period depends on the beneficiary's bank and the type of payment involved. For example, funds from electronic transfers are usually available more quickly than funds from cheques.
Code	Means any industry code of practice that applies to us, your account or a transaction and includes the ePayments Code and the Banking Code of Practice.
Confirmation	A written advice from us that is proof of your transaction. It contains details such as the date, names, address, amount and type of transaction.
Derivatives Master Agreement	The Master Agreement for Foreign Currency and Derivative Transactions issued by Suncorp-Metway Limited.
ePayments Code	Regulates electronic payments, including online payments, internet and mobile banking, BPAY®, ATM, EFTPOS and credit card transactions. ® Registered to BPAY Pty Ltd ABN 69 079 137 518.
Electronic Banking	A banking service that allows you to initiate a funds transfer by giving an instruction, through Electronic Equipment and an Access Method, to debit or credit an account.
Electronic Equipment	Includes an electronic terminal, computer, television and telephone.
Email	Includes any electronic transmission method, system or process and any information transmitted electronically.
Fixed Rate Term Deposit	Money deposited at a fixed rate of interest for a fixed period of time.
Funds Transfer	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	All money the government charges that relates to an account, transactions, facility limit or loan. This includes stamp duty, registration fees and taxes.

Term	Means
Instruction	Any instruction, notice, consent, request, approval, acceptance, confirmation, information or document.
ISDA Master Agreement	The Master Agreement approved by the International Swaps and Derivatives Association Inc. that governs a variety of derivative transactions entered into between the parties named in the Agreement. The Agreement outlines the terms and conditions that each party has agreed to comply with and are read in conjunction with the Confirmation.
Legitimate Interests	Means: (a) our legitimate funding (including securitisation), business risk management, prudential or security requirements; and (b) any other requirements that are reasonably necessary to protect us against a material risk to us of: <ol style="list-style-type: none"> <li>i. a monetary default by you;</li> <li>ii. our ability to enforce our rights against a security;</li> <li>iii. the value of a security being materially compromised; or</li> <li>iv. our financial detriment.</li> </ol>
Margin	The difference between the rate at which we lend or sell and the rate at which we borrow or buy.
Payer	A person or corporation who initiates a transfer of funds.
Premium	A once off amount that you pay or receive which will vary depending on a number of factors including the term of the contract, the amount involved, the exchange or interest rate, the Margin and market volatility.
Suncorp	Suncorp-Metway Ltd ABN 66 010 831 722, its successors and assigns.
Suncorp Treasury	The division of Suncorp known as Suncorp Treasury or Treasury.
Telegraphic Transfer	A funds transfer sent electronically to an overseas bank account held with an external financial institution.
Terms and Conditions	This means: (a) the terms and conditions contained in the paragraphs of this document; (b) conditions imposed by law and applicable Codes; (c) any Confirmation; and (d) any application form completed and signed by you in relation to a Suncorp Treasury product. This may include any client details form signed by you to establish the Authorised Dealers and Authorised Signatories that can authorise and confirm foreign exchange transactions.
Transaction	Any fees, charges, deposits, withdrawals, credit or debit instructions or advice made from or added to your account/product in any way.
Treasury Representative or Representative	A Suncorp employee that works in the Treasury department.
'we', 'our' or 'us'	Means Suncorp.
'you' or 'your'	The person who has a product/account with us. It can also include a partnership, trust, company or corporation. If more than one person has the product/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.

## How to contact us



*Call*  
1300 557 763



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



*Local  
branch*