

# Treasury Deposits

## Product Features Booklet

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# Welcome

This Product Features Booklet (PFB) is an important document that contains statements and information concerning, and Terms and Conditions applicable to, Treasury Deposits. The information in this PFB can help you:

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

The information in this PFB is general in nature and does not consider your particular objectives, financial situation or needs. Before you open an account with us, you should read the PFB and any other documents we give you.

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

## Updating Information

The information contained in this document is current as at the date on the cover page.

Information may change from time to time. Where we change the information we will give you the period of notice set down by law, the ePayments Code, the Code of Banking Practice (where applicable) 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:

- we may send you a notice in writing or email;
- in a press advertisement;
- from our website at [www.suncorpbank.com.au](http://www.suncorpbank.com.au); or
- from a Treasury Representative.

## Products covered in this PFB

- Treasury Fixed Rate Term Deposit
- Treasury At Call Deposit

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

# Features

Features	Fixed Rate Term Deposits	At Call Deposits
Type of deposit	<p>Funds are deposited for a fixed interest rate of return for the term of the deposit. The rate is negotiated with you based on a number of factors including:</p> <ul style="list-style-type: none"> <li>• the term</li> <li>• the amount</li> <li>• our business relationship with you</li> <li>• how often we agree to pay you interest</li> <li>• market conditions.</li> </ul> <p>For details of the current interest rate for your Treasury Deposit please contact your Treasury Representative.</p>	<p>Funds are deposited for a variable interest rate of return, which can change on a daily basis. The interest rate is originally negotiated with you based on a number of factors including:</p> <ul style="list-style-type: none"> <li>• the amount</li> <li>• our business relationship with you and</li> <li>• the RBA cash rate target</li> <li>• the current market conditions.</li> </ul> <p>Your negotiated interest rate is subject to change without notice if there are changes in the RBA cash rate target. You can contact your Treasury Representative to ask what interest rate applies to your account as a result of a change in the RBA cash rate target.</p> <p>Notification of any change in the interest rate due to a change in the RBA cash rate target will be provided to you in your next statement.</p> <p>If your interest rate changes for a reason other than a change in the RBA cash rate target, we will provide you with written notice of the change no later than the day the interest rate is to change.</p>
Term	<p>Funds are deposited for a term where: -</p> <ul style="list-style-type: none"> <li>• for an amount less than AUD \$500,000 the maximum term available is two (2) years.</li> <li>• for an amount equal to or greater than AUD \$500,000 the maximum term available is by negotiation.</li> </ul>	<p>There is no minimum or maximum term subject to funds being clear.</p>

Features	Fixed Rate Term Deposits	At Call Deposits
Payment of Interest	<p>Each month, three, six or twelve months (depending on the term selected for the deposit) and/or at maturity.</p> <p>Interest can be:</p> <ul style="list-style-type: none"> <li>• added to your Fixed Rate Term Deposit, or</li> <li>• paid to your bank account.</li> </ul> <p>The exact date for payment of interest is by mutual agreement before the deposit is accepted.</p>	<p>Interest is usually added back to your deposit on the first business day of each month. You can elect to have your interest added back to your deposit on a different day or every three, six or twelve months by mutual agreement.</p> <p>Any accrued interest is paid to your bank account when you close your At Call Deposit.</p>
Flexibility	<p>Is not flexible.</p> <p>Once you have opened your Fixed Rate Term Deposit, the amount, term and rate are fixed until maturity.</p> <p>There is a risk that interest rates will move against you during the term. This means you may be unable to take advantage of higher rates because you have fixed your funds at a lower rate.</p>	<p>Is flexible.</p> <p>On any business day you can add funds, withdraw funds or renegotiate the interest rate on your deposit. You should contact us with your instructions before the close off time.</p>
Breaking your deposit before maturity	<p>An interest adjustment may be applicable if we agree to break your Fixed Rate Term Deposit. See “Frequently asked questions” for further information about the interest adjustment. In some circumstances you can ask us to close your Fixed Term Deposit and we may agree but you cannot close your term deposit even if we agree until after the expiry of 31 days from the date we agree you can do so. If you choose to break your term deposit then there may be an interest rate adjustment.</p>	<p>Not applicable as At Call Deposits do not have a fixed maturity date.</p>
Preferred* minimum deposit required to open an account	<p>AUD \$500,000 for a term up to two (2) years. Smaller amounts may be accepted by negotiation. AUD \$500,000 for a term greater than two (2) years.</p>	<p>Preferred minimum is AUD \$100,000.</p>
Additional deposit or withdrawal available on account	<p>Are not allowed or accepted.</p>	<p>Yes - Preferred minimum is AUD \$25,000.</p>

\*“preferred” in this context means the preferred amount required by us depending on your personal circumstances, your relationship with us and our financial requirements, at the time.

Features	Fixed Rate Term Deposits	At Call Deposits
<p>Calculation of Interest</p>	<p>For both Fixed Rate Term and At Call Deposits interest is calculated on the daily balance as at close off time using the simple interest formula as follows:</p> $\text{Daily Interest} = \text{Principal} \times \frac{\text{Deposit Rate}}{365}$ <p>This interest is accrued and paid on the interest payment dates as agreed between you and us.</p> <p>Example</p> <p><i>Principal = \$100,000</i></p> <p><i>Deposit Rate = 4.80%</i></p> $\text{Daily Interest} = \$100,000 \times \frac{4.80}{365}$ $\text{Daily Interest} = \$13.1506849315$ <p>If you have \$100,000 deposited for 31 days at a constant rate of 4.80% then your interest for the 31 days is:</p> $\text{Total Interest} = \$100,000 \times \frac{4.80}{365} \times 31$ <p>Total Interest = \$407.67</p>	
<p>Renewal of your deposit</p>	<p>We ask you for renewal instructions when your Fixed Rate Term Deposit matures. You then decide whether to reinvest for another fixed rate term or have funds paid to your bank account.</p>	<p>Your deposit does not have to be renewed as it continues until you demand payment of it. If you want to deposit, withdraw or close your account you should contact your Treasury Representative before the close off time on or before the day the transaction is required to be done.</p>
<p>Statements and Confirmation of Transactions</p>	<p>We send written confirmation of your deposit to your email or postal address. We send a confirmation each time you make a new deposit and also when it matures.</p>	<p>We send you a monthly statement containing details of your transactions, current interest rate, interest payments and account balance.</p>
<p>Close Off Times for withdrawals or deposits</p>	<p>Additional deposits and/or withdrawals are not allowed. Other instructions (eg; to withdraw funds on maturity) should be received by a Treasury Representative by Close Off Time.</p>	<p>If you want to deposit, withdraw or close your account you should contact your Treasury Representative before the Close Off Time on or before the day the transaction is required to be done.</p>

# Access to your accounts

You can only access your Treasury Deposit accounts by contacting your Treasury Representative by phone, fax, post, email or any other agreed electronic form.

# What are the significant risks?

When you hold your money in a Fixed Rate Term Deposit you may not be able to access it until maturity, therefore you may be unable to take advantage of any interest rate movements.

# Remuneration and other benefits paid to the Representatives

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

# Fees and charges

Any costs incurred by Suncorp as a result of you failing to meet your transactional obligations will be passed on to you. The amount that will be charged back to you will vary depending on the circumstances at the time.

Fees or charges may apply for other related services, (eg; telegraphic transfers).

# Frequently asked questions about Treasury Fixed Rate Term Deposits

Your Questions	Our Answers
When would I invest my funds in a Fixed Rate Term Deposit?	If you have surplus funds you could invest with us for a fixed term at a fixed interest rate, so you know exactly how much interest you will receive. You can choose a term that meets your needs or your expectations of interest rates. Discuss this with your Treasury Representative.
Can I give you my renewal instructions before my Fixed Rate Term Deposit matures?	Yes. Providing you are an Authorised Dealer and/or Authorised Signatory of the account you may contact your Treasury Representative. If we have not received your renewal instructions by the maturity date, we will contact you for them.
Can I withdraw part or all of my Fixed Rate Term Deposit before it matures?	No. A term deposit is money you deposit for a set time. You cannot withdraw it before the maturity date unless you apply and we agree. If we agree you will not be able to withdraw your term deposit early until 31 days has expired from the date we agreed to the early withdrawal. Your Treasury Representative will confirm the earliest withdrawal date with you verbally or in writing. If you choose to break your term deposit then there may be an interest rate adjustment.
How is the interest adjustment determined if I break my Fixed Rate Term Deposit before it matures?	<p>If we agree you can break your Fixed Rate Term Deposit before the maturity date, we determine whether an interest adjustment applies based on our current deposit rates for the remaining term.</p> <p>If our current deposit rates for the remaining term are higher than your original rate, an interest adjustment would apply and you would earn less interest than you originally expected to receive because the adjustment would be deducted from your accrued interest. If our current deposit rates are lower than your original rate, we will not positively adjust your accrued interest.</p> <p>You will always receive the principal back (the original deposit plus any interest that has been paid and reinvested) as only the accrued interest may be negatively adjusted.</p> <p>You should contact your Treasury Representative for details of the interest adjustment that may be applicable if you want to break your deposit before the maturity date.</p>

# Frequently asked questions about Treasury At Call Deposits

Your Questions	Our Answers
When would I use a Treasury At Call Deposit?	If you have surplus funds to invest and need to be able to add or withdraw funds if necessary, you could invest in this Deposit. It has a variable interest rate and you have immediate access to your money subject to funds being clear.
How do I deposit or withdraw funds?	Providing you are an Authorised Dealer and/or Authorised Signatory of the account, you can contact your Treasury Representative on any business day before close off time with your deposit or withdrawal instructions for transactions to be done that day.
How do I know if my interest rate has changed?	Interest rate changes are shown on your monthly statement. In addition, if your interest rate changes when the official market rates have not changed, we will provide you written notice of this no later than the day the rate changes. You can check the rate by contacting your Treasury Representative.

## How to contact your Treasury Representative

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

Contact	Phone	Fax	Email
Corporate Funding	1300 138 072	(07) 3031 2054	treasuryfunding@suncorp.com.au

Note: All conversations with Suncorp Treasury are recorded

### Postal Address:

Treasury Operations 4FI015  
Suncorp-Metway Ltd  
GPO Box 1453  
Brisbane QLD 4001

# Terms and Conditions

In addition to the terms and conditions in this Product Features Booklet, the following Terms and Conditions apply to all Treasury products (including Accounts), to the extent relevant to the particular product.

## General information

You agree that you accept the following Terms and Conditions and that they apply to you and your 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.

Many of the words that have particular banking or legal meaning are described in the 'Some terms explained' section.

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

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

Subject to our legal requirements, we may exercise our discretion in any manner we think fit, including choosing not to exercise our discretion, so as to comply with the law or any applicable Code or to protect our Legitimate Interests.

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

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

There are some words, abbreviations and phrases that apply to particular products or services we provide or may provide, that are defined in certain clauses of these Terms and Conditions.

Where those words, abbreviations and phrases are defined in a particular clause of these Terms and Conditions those meanings only apply to the particular clause they appear in and will prevail over any equivalent word, abbreviation or phrase in this clause.

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

## Severability

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

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

This provision prevails over any other provision in this document.

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

## Privacy and Confidentiality

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

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

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

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

## Interception and recording of communications

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

# Problems and Complaints

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

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

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

Send us a Fax on: 1300 767 337

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

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

Or contact us in person through our branches.

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

Alternatively, you can contact the Financial Ombudsman Service (FOS) Australia. FOS provides a free, fair and accessible dispute resolution service for consumers and some small businesses unable to resolve a dispute directly through our complaints resolution process.

FOS provides a free service for customers with complaints involving less than \$280,000.

You can contact FOS by:

- phone on 1800 367 287 (FREE CALL)#
- fax on (03) 9613 6399
- email at [info@fos.org.au](mailto:info@fos.org.au)
- writing to Financial Ombudsman Service Limited, GPO Box 3, Melbourne VIC 3001

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

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

# A higher charge may apply for public telephones and mobile phones.

# Laws and Codes of Practice

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

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

## AFMA OTC market conventions

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

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

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

## Indemnity for loss or damage

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

- did not observe any of your obligations under these conditions which leads to material loss being incurred by us; or
- acted negligently or fraudulently in connection with these conditions.

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

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

# Opening accounts

With the exception of the following dealings, any person including a child may open an account:

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 Forms, 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 other information we require about you to open the account.

Subject to law, 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 at call Account at anytime. You can ask us to close your Fixed Term Deposit and we may agree but you cannot close your term deposit even if we agree until after the expiry of 31 days from the date we agree you can do so. 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 immediately without telling you first if:

- (a) you break the terms and conditions in a material manner;
- (b) we have security or other valid reasons for doing so;
- (c) we need to by law;
- (d) you have given us false or misleading information; or
- (e) you act in a manner that in our reasonable opinion threatens the security of our staff or property or any other person.

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

If your account is closed, you will be required 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 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

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.

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

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

# 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; or
- (c) when we charge or pay interest.

## 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 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) advice on or with your statement;
- (b) a notice on electronic equipment;
- (c) press advertisements; or
- (d) a letter, email or other agreed electronic form.

## Notices from us

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

## Changing your details

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

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

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

If we become aware of any changes to your account details we can take reasonable steps to amend our account records and where practicable we will advise you of these changes.

# Our rights

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

## Identity

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

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

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

## Taxation

Generally, the interest you earn on accounts you hold with us is taxable. 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, any interest the account earns will be taxed at the maximum rate set by the Australian Taxation Office.

Children under 16, pensioners and others who do not have to lodge tax returns can claim an exemption. If you live outside Australia you must pay non-resident withholding tax on 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.

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

Please contact your accountant to discuss the taxation implications of this product.

## Dealing authority and Power of Attorney

### Dealing authority

You are able to give up to four people authority to provide instructions and transact on your behalf. This means that they will be able to fully operate your Treasury account 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 accounts they can access by completing the Special Instructions section of the Client Details Form. If you want to change or cancel the appointment of the person, you must provide original written advice detailing all changes, signed by you or another Authorised Signatory.

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

## Trusts

If you are 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 product/account.

All transactions must follow the trust's guidelines. You must be authorised as trustee to agree to the terms and condition.

# 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.

Unless we are found to be negligent, fraudulent or to have otherwise breached our legal obligations, 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.

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

- (a) we may in our sole and absolute 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 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 and/or product.

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

# Automatic payments and payments between institutions

(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, in the absence of any other specification from you, we decide when and what payments to make.

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. In some instances the funds may not be transferred until the second working day after a weekend or public holiday.

Unless we are found to be negligent, fraudulent or to have otherwise breached our legal obligations, 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. Unless we are found to be negligent, fraudulent or to have otherwise breached our legal obligations, we are not liable to you for transactions that are directed to an incorrect account.

## Cash and cheque deposits

Cash deposits or withdrawals are not allowed. Cheque deposits and withdrawals are not allowed unless we otherwise agree.

## Set off

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. Where we are contractually obliged to do so, we will advise you as soon as practicable after the set off has occurred.

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, email or in any other electronic form where agreed from time to time.

The confirmation will be conclusive evidence of the transaction made and terms applying to same unless you advise us otherwise, within 3 days of receipt of the confirmation.

If you advise us of any incorrect information contained in the confirmation within 3 days of receipt of the confirmation we will proceed to investigate and attempt to resolve the disputed information. In doing this, we will comply with the requirements of any law, code or scheme applying to any disputed transaction.

# Losses and errors

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

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

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

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

# When you are liable for losses

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

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

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

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

# Overseas transactions

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

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

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

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

# Some terms explained

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

Term	Means
Accrued interest	Interest that has accumulated to date but has not yet been paid to you.
Access method	(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. This 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); and  (b) comprises the use of one or more components including (but not limited to) device, identifiers, codes or a combination of these.
AFSL	Australian Financial Services Licence
Account	(a) an at call deposit; (b) a fixed rate term deposit.
At call	Your funds are repayable on demand without the need for prior notice.
AUD	Australian Dollars
Authorised Dealer	Has the authority to exchange information and book in a deal or transaction.
Authorised Individual	Has full authority to transact and sign on the account, unless otherwise indicated on the Treasury Client Details Form.
Authorised Signatory	Has the authority to sign all documents. This includes settlement instructions, transactional instructions and amendments to customer details.
Automatic payments	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.
Beneficiary	The name of the person/corporation receiving the payment of funds.
BSB	A six (6) digit number used to identify account institutions when making electronic payments.

Term	Means
Business day	A day when we are open for business.
Clear funds	Those 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 five days to become available, however the length of the waiting period depends on the beneficiary's bank and the type of payment involved. For example, funds from electronic transfers are usually available more quickly than funds from cheques.
Close off times	The time on a given business day before which we will process your transaction for value that day. Close off time is 2pm Sydney time but may be later at our discretion.
Code	Any industry code of practice that applies to us, your account or a transaction and includes the ePayments Code and the Code of Banking Practice.
Confirmation	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.
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	An electronic terminal, computer, television and telephone.
ePayments Code	Regulates electronic payments, including online payments, internet and mobile banking, BPAY, ATM, EFTPOS and credit card transactions.
Funds / Telegraphic 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.
Fixed interest rate	A rate of return, shown as a percentage per annum, that does not change for the term of the transaction.
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).
RBA cash rate target	The rate set by the Reserve Bank of Australia for overnight loans between financial intermediaries.

Term	Means
Standard settlement instructions (SSI)	<p>Payment or receipt instructions, including beneficiary's name, bank, branch, account number, invoice details and codes so we can pay or receive money correctly. The details must be:</p> <ul style="list-style-type: none"> <li>• given to us in writing by an Authorised Signatory of the account;</li> <li>• in the same name as the account; and</li> <li>• agreed to by appropriate authorities in Treasury Operations.</li> </ul>
Suncorp	Suncorp-Metway Ltd ABN 66 010 831 722, its successors and assigns.
Terms and conditions	<p>(a) the contents of this booklet;</p> <p>(b) changes made to this booklet;</p> <p>(c) conditions set out by law;</p> <p>(d) fees and charges and interest rates specified by us; and</p> <p>(e) any application form completed and signed by you in relation to a Suncorp Treasury Product.</p>
Transaction	Any fees, charges, deposits, withdrawals, credit or debit instructions or advice made from or added to your account in any way.
we', 'our' or 'us'	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 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.

## Financial Claims Scheme

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

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Contact us for more information  
or to change your details:



[suncorpbank.com.au](https://suncorpbank.com.au)



Call 1300 138 072



local branch

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