

# Suncorp WealthSmart™ Business Super

Online and clearing house facilities

Terms and conditions brochure

Issued 30 November 2010



SUNCORP



This terms and conditions brochure provides further information to the Suncorp WealthSmart Business Super Employer Product Disclosure Statement (PDS) issued 30 November 2010. The information contained in this brochure is of a general nature only and doesn't constitute financial advice. We haven't taken into consideration the personal objectives, circumstances or financial needs of any individual. Before deciding to open an account or continuing to hold an interest, you should consider how the information contained in this brochure relates to your own situation. We recommend that you speak to an adviser who will be able to help you with your investment and insurance decisions.

You should read this brochure together with the Suncorp WealthSmart Business Super Employer PDS before making any investment decisions. Unless otherwise stated, terms in the Suncorp WealthSmart Business Super Employer PDS have the same meaning in this brochure.

You can get a copy of this brochure and the Suncorp WealthSmart Business Super Employer PDS from our website at [suncorp.com.au](http://suncorp.com.au) or for a printed version you can call us on 13 11 55 and ask for 'Super'. In this brochure 'you' means a participating employer in the Suncorp WealthSmart online and clearing house facilities.

Suncorp Portfolio Services Limited (Trustee) (ABN 61 063 427 958, AFSL 237905, RSE Licence No L0002059), Asteron Life Limited (insurer) (ABN 64 001 698 228, AFSL 237903) and Suncorp Life & Superannuation Limited (SLSL) (ABN 87 073 979 530, AFSL 229880) are related bodies corporate of Suncorp-Metway Limited (Suncorp) (ABN 66 010 831 722, AFSL 229882). The obligations of the Trustee, the insurer and SLSL aren't guaranteed by any other company within the Suncorp Group. Except as otherwise stated in the Suncorp WealthSmart Business Super Employer PDS and this brochure, Suncorp and its subsidiaries don't guarantee the repayment of capital invested in or the investment performance of this product. This product isn't a bank deposit or liability and is subject to investment risk including possible delay in repayment and loss of the interest and principal invested.

The Trustee is the issuer of this brochure and takes responsibility for its contents.

Suncorp WealthSmart Business Super (SPIN RSA0003AU) (Suncorp WealthSmart) is part of the Suncorp Master Trust (Fund) (ABN 98 350 952 022, RSE Fund Registration No. R1056655). If you print an electronic copy, please ensure you print all pages. The Trustee reserves the right to refuse or reject an application for membership or participation in the Suncorp WealthSmart online and clearing house facilities.

# Terms and conditions

It's important that you read this terms and conditions brochure before making a decision to participate in the Suncorp WealthSmart online and clearing house facilities.

## Online facility

### Authorised persons

- You warrant that the information completed by you in the Suncorp WealthSmart online registration form is true and correct and that you've authorised the people listed in section 7 of the employer application form (authorised persons) to access and utilise the service on your behalf. On receipt of this form, each of the authorised persons will be granted a confidential and unique user ID and password.
- You warrant that each of your authorised persons will keep the unique user ID and password issued to them confidential and that they'll comply with these conditions.
- You agree not to disclose to any other person, corporation, entity or organisation any user ID or password issued to your authorised persons, whether in use or not, nor any other confidential information relating to the service. You further agree to require your authorised persons to comply with these conditions and to give a copy of the conditions to authorised persons.
- You agree to notify us in writing immediately should any authorised person leave your employ. You also undertake to notify us in writing of any change in authorised persons or changes in the details of an authorised person. If you want to access or correct the details of your authorised persons, please contact us.
- You agree to notify us in writing immediately should any of the authorised persons lose or misplace their user ID or password, or suspect that their secrecy has been compromised.
- You agree that you're solely responsible for all transactions (including but not limited to the accuracy of the information supplied and the correct placement of that information) that may be performed utilising the service via any of the user IDs and any passwords that have been allocated to your authorised persons.
- No transaction may be effected using a user ID and a password issued to your authorised persons unless that user ID and password are:
  - capable of verification by us against our records and
  - properly used to convey your non-written consent to a transaction and
  - verified against our records and
  - accurately recorded along with details of the transaction by us, electronically or otherwise, in a form capable of being readily accessed and understood at any time during the period which records are required to be kept by or under law.

### Information

- You acknowledge that information concerning you or your contributions may be released to your plan's adviser, agent, general agent, broker or dealer or their employees (agent) together with details of any fees payable to that agent, upon their request. You agree that you consent to the release of information concerning you in this manner. Upon request, we'll, provide you with a copy of information concerning you which is then presently available to agents.
- You acknowledge that we'll be using the email address you supplied in relation to the authorised persons to correspond with you on matters relating to the service. You should notify us, should you or any authorised persons not wish to receive correspondence from us in this manner. However, you understand that to do so may limit the nature or extent of the service that we provide to you.
- You understand that while the use of email is convenient and usually instant, it's not guaranteed to be private. This is the nature of the technology and, in theory, any email transmitted over the internet can be viewed, copied or amended with the requisite skill. Accordingly, if you're concerned about the confidentiality of any correspondence, you should consider communicating by normal post or telephone.
- The correspondence we send you may, from time to time, include marketing information about the products and services provided by other companies which are a part of the Suncorp Group. If you, at any time, don't want to receive this information, please contact us.

### Responsibilities and obligations

- Except as expressly stated in these conditions, all warranties, representations or conditions relating to the service or the fitness of the service for any particular purpose or to the merchantability of the service or to any other aspect of the service (whether express or implied and whether arising in contract, at common law or under statute) are to the maximum extent permitted by law expressly excluded. You acknowledge that our liability under any statutory right or any condition or warranty implied by any state Fair Trading Act or the Trade Practices Act 1974 (Cth) which can't be excluded is, to the extent permitted by law, in the case of any services, limited to the supply of the services again or the payment of the cost of having the services supplied again. You acknowledge that the service is, to the extent permitted by law, provided "as is, as available", without any warranty of any kind including, without limitation, any warranty with respect to the quality, availability, performance or functionality of the service and with respect to the quality or accuracy of any information obtained from or available through use of the service and that the service will be uninterrupted or error free.

# Terms and conditions (continued)

- You acknowledge that to the extent permitted by law, we're not liable to you for any incidental, indirect, special, consequential or economic loss or damage (including loss of profits or opportunities and exemplary and punitive damages) whether arising from negligence or otherwise in relation to these conditions or the failure or omission by us to comply with our obligations under these conditions. Otherwise than as stated above, we won't be liable for the cost of procurement of substitute goods, services or technology and in no event will our liability to you exceed \$100. To the extent permitted by law, you indemnify us from and against all actions, claims, suits, demands, liabilities, costs or expenses arising out of or in any way connected to the use of the service by you, whether through one of your authorised persons or otherwise, or any other person using a user ID and password issued to your authorised persons.
- If you or any of your authorised persons breach any term or condition of these conditions, we may suspend your access to the service. We reserve the right to suspend your access to the service or access to the service generally due to technical or other problems associated with the service. We may terminate your use of Suncorp WealthSmart online, in which event we will normally give you at least 14 days notice. You may stop using Suncorp WealthSmart online at any time without the need to notify us.
- We won't be liable for non-performance or delay in performance caused by any event beyond our reasonable control including, but not limited to, wars, hostilities, revolutions, riots, civil commotion, national emergency, strikes, lock-outs, unavailability of supplies, epidemics, fire, flood, earthquake, force of nature, explosion, embargo or any other act of God, any law, proclamation, regulation, ordinance or other act or order of any court, government or government agency or delays, unavailability, errors or other failures of the internet or other data networks.
- If you use Suncorp WealthSmart's online services for the transfer of choice contributions to super funds other than your Suncorp default fund, you acknowledge you'll first have to accept the Suncorp WealthSmart Clearing House services terms and conditions.
- You acknowledge, when you enter into a Direct Debit Agreement with us in respect of the payment of superannuation contributions, that by submitting contributions under the service you're authorising us to directly debit from your nominated bank account the amount of those contributions.
- You acknowledge that it's your responsibility to ensure that superannuation contributions (and complete details relating to those contributions) are received by us by any date required by law.

## Change in conditions

- We reserve the right to vary the terms of these conditions at any time. We'll post on the website where the service is accessed details of any modification to these conditions. If you continue to access the service after the date of notification of modifications to these conditions on the website, you'll be deemed to have consented to such modifications. If, at any time after first use of the service, you don't agree to be bound by these conditions, you should immediately end use of the service.

## General terms

- These conditions will be governed by and construed according to the law of the jurisdiction of Queensland and you submit to the exclusive jurisdiction of the courts of that State.
- If any provision in these conditions is held invalid, unenforceable or illegal for any reason, the conditions shall remain otherwise in full force apart from such provision which shall be deemed deleted. The provisions in the conditions capable of having effect after expiration of these conditions shall remain in full force and effect following expiration. The failure of a party to enforce or to exercise in any time or period of time any provision or right arising from these conditions shall not be construed as a waiver of such provision or right and shall not affect the party's right to subsequently enforce it.
- These conditions constitute the full and entire understanding and agreement between the parties with regard to the supply of the service and supersede all previous representations, statements, understandings and agreements between the parties.

## Clearing house facility

- The clearing house helps you to remit contributions for employees who've elected under the choice of fund (choice) regime to have superannuation guarantee (SG) contributions paid to an external fund. While these terms and conditions refer to contributions to default funds, you should be aware that it's only the contributions to external funds that are administered by the clearing house and that are governed by these terms and conditions.
- The clearing house is made available to you through the Suncorp WealthSmart website. However, we may appoint one or more persons (who may be a third party payment agent) to perform the clearing house services. You agree that we're not liable for losses sustained or incurred due to:
  - errors, failures and delays of any sort relating to the clearing house which are beyond our reasonable control, or which we could not reasonably prevent or
  - the clearing house being unavailable due to unforeseen or uncontrollable circumstances so long as we and the payment agents use our best endeavours to make those facilities available.

- If you intend to use direct debit to pay amounts to the clearing house, you must complete a Direct Debit Request (refer to section 11 of the employer application form) and return it to us at least ten business days before first providing us with any contribution information.
- You'll:
  - provide contribution information for a contribution period using the Suncorp WealthSmart website, as advised by us from time to time and
  - unless using direct debit, immediately after providing the contribution information, effect a payment into a payment agent bank account nominated from time to time by us using direct credit of an amount equal to the total contributions payable to external funds, quoting the correct reference, as set out in the contribution information provided for that period.

### Payment methods

- Direct debit – If using this payment method, the following separate debits will be made from your bank account:
  - one or more debits for the payment of contributions to a default fund(s) and
  - a separate debit for payment of amounts to the payment agent bank account in relation to contributions for external funds. Provided you submit contribution information before 12pm (Sydney time) on a business day, the monies will normally be deducted from your bank account that night. Where contribution information is submitted on or after that time, monies may not be deducted until the night of the following business day.
- Direct credit – If using this payment method, you must quote the payment reference number provided at the time of your contribution and you must make two separate payments as follows:
  - to a bank account nominated by us from time to time for the payment of contributions to a default fund(s) and
  - to the payment agent bank account in relation to contributions to external funds. Provided monies are paid to us before 12pm (Sydney time) on a business day, the monies will normally be credited to the payment agent bank account that night. Where monies are paid on or after that time, the monies will normally be processed the night of the following business day.

### Remittance to external superannuation funds

- We'll arrange for a payment agent to provide the following services to you based on the contribution information you provide for a contribution period:
  - use reasonable efforts to identify the external funds to which contributions are to be paid, the total amount payable to each external fund, the employees for whom the contributions are payable and the amount to be contributed for each employee
  - provide the trustee of each external fund with details of the payments and the individual contributions they represent and
  - effect a payment of contributions to each external fund either by EFT or by cheque, as nominated by the trustee of the external fund.
- We'll use reasonable efforts to provide the clearing house services within ten business days of receiving your contribution information. If the contribution information is received on a day that is not a business day, it'll be taken to have been received on the next business day.
- When we and/or any payment agent have received the contribution information they will be unable to cancel the remittance of the contributions to which that contribution information relates.

### Personal Information

- You consent to us using and sharing with third parties information relating to you and your employees (including contribution information) as necessary for the clearing house to administer contribution payments.
- You agree to give each of your employees' information about privacy, as required by us from time to time.

### Errors and rejections

- If contribution information contains errors that prevent processing of the information, you may receive an error message prior to submission that will prevent the information from being sent. You may correct the errors and resend the contribution information.
- If any contribution processed by the clearing house is not accepted by the trustee of the external fund, we'll, (to the extent that this is possible from the information provided by the external fund), refund the contribution to you and advise you of this. You'll need to resolve the issue with the trustee of the external fund and re-send the contribution to the trustee directly.

# Terms and conditions (continued)

- If you're paying amounts to the clearing house by direct credit and there is a difference between the total amount payable to external funds as set out in the contribution information and the amount you've paid to the clearing house:
  - the clearing house services will be wholly suspended and
  - you'll bear all costs in resolving the issue.
- If we or a payment agent is unable to resolve the issue with you, the contribution payment will be refunded to you.
- If paying amounts to the clearing house by direct debit and we receive notice that a payment has been dishonoured:
  - we'll make every reasonable effort to advise you of the dishonour and
  - you'll bear all costs in relation to the dishonour.
- You may deposit amounts into your bank account and instruct us to proceed with the direct debit.

## Superannuation guarantee (SG)

- You acknowledge that you'll only have made a contribution to an external fund when the contribution payment is accepted by the external fund. This rule applies for all purposes, including in relation to SG obligations.
- You acknowledge that neither we nor any payment agent has an obligation to ensure acceptance by external funds of contributions paid using the clearing house.

## Employer obligations and acknowledgments

- It's your responsibility to provide contribution information. Neither we nor any payment agent is required to ensure that you have provided contribution information before any given day or to tell you that contribution information has not been provided by you.
- You're responsible for the accuracy and completeness of the contribution information. Neither we nor a payment agent is required to verify the accuracy or validity of the information and may rely on all contribution information you provide without further enquiry.
- You'll comply with the application requirements (if any) of each external fund and will ensure that the relevant employee has complied with his or her application requirements before providing the clearing house with information about an external fund.
- The clearing house services need only be provided for a contribution period once the contribution information for that period and all information we require to process contributions through the clearing house, including about your employees and external funds (including any new external funds), is received.

- You acknowledge and understand that when we and/or any payment agent has received the contribution information, they will not be able to cancel the remittance of any contributions in accordance with that contribution information.

## Records

- Records of contribution payments administered by the clearing house are available through the Suncorp WealthSmart website.

## Fees

- We won't charge any fees to you in relation to your use of the clearing house as long as you meet both of the following:
  - you've nominated Suncorp WealthSmart as your default fund and make contributions to this fund for all employees who haven't selected an external fund and
  - you contribute to the Suncorp WealthSmart fund for at least 80%\* of your employees.

\* The 80% rule will be based on the total number of your employees you make contributions for each time you provide the clearing house with contribution information.

- Otherwise, we may at any time impose reasonable fees in relation to the clearing house services by telling you at least 30 days beforehand.
- We can also change any fees imposed by telling you at least 30 days beforehand.

## Goods and services tax (GST)

- If a supply is made under or in connection with these terms and conditions on which GST is imposed, unless otherwise expressed to be GST inclusive, the consideration payable or to be provided for that supply under these terms and conditions but for the application of this paragraph is increased by, and the recipient must also pay to the supplier, an amount equal to the GST payable by the supplier on that supply.

## Liability and indemnity

- Except where we intentionally or recklessly fail to exercise care and diligence, or where it's fraudulent, you acknowledge that we won't be liable for:
  - any amount sustained or incurred by any person as a result of your use of the clearing house, including those arising from any failure or delays by you in providing contribution information which result in the late payment or non-payment of any superannuation contributions
  - any delays that may occur in processing contribution information due to:
    - (i) you paying a contribution on a day that is not a business day

- (ii) you providing contribution information on or after 12pm (Sydney time) on the required business day
- (iii) the contribution information containing errors or
- (iv) the dishonour or return of a direct debit and
- any third party act or omission (including negligent acts or omissions) relating in any way to the clearing house beyond our reasonable control to the extent to which we have no recourse against such third party in contract law.
- We're not liable for any indirect, special, incidental, consequential or exemplary damage or loss of any nature howsoever caused (including loss of business profits and loss of business opportunity).
- We expressly disclaim all conditions and warranties implied by statute or general law, except where such exclusion would contravene any statute or cause this clause to be void and otherwise limits its liability for breach of a condition or warranty implied by the Trade Practices Act 1974 (Cth) to the maximum extent permitted by that Act.
- You'll indemnify us and any payment agent in relation to a liability, loss, expense or charge that we and any payment agent sustains or incurs as a result of:
  - a breach of any superannuation law, tax law, industrial relations law or other legislation applicable to the clearing house or
  - reliance by us and any payment agent on information supplied or omitted to be supplied to the clearing house by you or
  - your use of the clearing house.
- This indemnity continues beyond the termination of the clearing house services.

### Termination and cessation of clearing house services

- We may terminate the clearing house services by telling you at least 14 days beforehand. You may stop using the services at any time without notice. Termination and cessation does not affect any accrued rights or remedies of either party.

### Miscellaneous

- We may vary these terms and conditions by telling you at least 30 days beforehand.
- These terms and conditions are governed by the law applicable in Queensland and each party submits to the exclusive jurisdiction of the courts of Queensland.

### Interpretation

- Unless the context otherwise requires:
  - Business day means a Sydney business day on which the banks open for business other than a Saturday, Sunday or public holiday in Sydney.
  - Contribution information, for a contribution period, is the information you give as to the contributions payable to external funds for that period.
  - Default fund means the superannuation fund you make SG contributions to in respect of an employee where the employee has not chosen an external fund.
  - External fund is the superannuation fund you make SG contributions to in respect of an employee who has exercised Choice of Fund under the Superannuation Guarantee (Administration) Act 1992 (Cth).
  - Payment agent means the person or persons appointed by us from time to time to administer the distribution of contributions to external funds through the clearing house.
  - Services means the services described in the section titled 'Remittance to external superannuation funds' on page 3 of this terms and conditions brochure.
  - SG contributions means the superannuation contributions that you pay for the purposes of reducing your liability to the superannuation guarantee charge.

Issuer:

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**Customers – 13 11 55 and ask for ‘Super’**  
**Suncorp Financial Planners, Authorised Representatives**  
**and Independent Financial Advisers – 1800 066 745**

**www suncorp.com.au**

