

Terms and Conditions for Verbally Authorised Transfer Transactions

Prior to us using your identifier for the purposes of processing a transfer instruction we must give you a document that sets out binding conditions (“conditions”) relating to the use of your identifier in these circumstances.

The conditions are set out below.

1. It is your obligation to keep your identifier confidential and protect it from being used by any other person. You must:
 - a. Not disclose it to any person other than First State Super, when requested by First State Super;
 - b. Take reasonable steps to safeguard it. For example, you should record it in a manner that prevents it being found or used by any other person;
 - c. Notify us immediately by calling 1300 650 873 if you become aware that the security of your identifier has been breached.
2. The Trustee will assume that you have met your obligations in Condition 1 at all times, unless we are notified otherwise.
3. If we receive a verbal transfer request from you (or a person purporting to be you) using your identifier, the Trustee is entitled to process that transaction on the basis that the transaction is authorised by you. We shall not be liable for any losses you incur arising from your failure to meet your obligations in Condition 1.
4. You will not be liable for any losses you suffer arising from the following:
 - a. fraudulent or negligent conduct by us or our employees or agents in relation to the processing of your transfer request;
 - b. malfunctioning of our systems or equipment, including non-completion of the transfer transaction and unreasonable delays in carrying out your valid instructions;
 - c. any unauthorised transfer transaction where you have not contributed to such a loss; or
 - d. any unauthorised transfer transaction occurring after you have notified us that the security of your identifier has been breached.
5. To the extent permitted by law, we will not be liable for:
 - a. any indirect losses;
 - b. losses arising from matters beyond our control including, but not limited to, an act of government, flood, fire, earthquake, civil unrest, act of terror, a fault in or delay in any telecommunications network, or cyber-attacks such as a denial of service attack;
 - c. losses arising from non-completion of the transfer instruction or unreasonable delays in carrying out your valid instructions due to the malfunctioning of another person’s systems or equipment (including the Australian Taxation Office’s systems or equipment, or the systems or equipment of the fund from which the transfer is being made); or
 - d. the amount of any loss you incur that is attributable to your acts or omissions including, but not limited to, any fraudulent, reckless or negligent conduct by you.
6. Where both we and you contribute to any losses you suffer in relation to a transfer transaction, our liability will be limited to the amount of the loss attributable to our acts or omissions as outlined in Condition 4. Where the losses are due to your acts or omissions (other than fraudulent conduct by you), the maximum liability for the loss that you may incur is the amount of the benefit that is the subject of the transfer transaction. Where the losses are due to your fraudulent conduct, there is no limit on your liability.

7. In the event that a transfer transaction that is verbally authorised (or apparently authorised) by you cannot be processed for any reason including (but not limited to) insufficient or incorrect instructions from you, the amount of your benefit in your other superannuation fund or superannuation product will remain in the other superannuation fund or superannuation product. We will endeavour to contact you, if a transfer transaction fails, to provide further assistance in relation to the transfer transaction. However, you acknowledge that it is your responsibility to take any further steps (outside our control) that may be necessary to complete the transfer transaction.

For the purposes of these conditions:

'identifier' means your First State Super membership number unless you request otherwise, and any other identifiers we may use from time to time to verify your identity.

'First State Super' means the First State Superannuation Scheme ABN 53 226 460 365.

'transfer transaction' means a rollover or transfer of your benefits in another superannuation fund or product (identified by First State Super, through a search of the ATO's data, on your behalf) to First State Super pursuant to your verbal request

'we', 'us' and 'our' means the Trustee of First State Super, FSS Trustee Corporation ABN 11 118 202 672, AFSL 293340

'you' and 'your' means a member of First State Super who has requested a transfer transaction.

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