

# Terms and Conditions

for Suncorp Clear Options  
Credit Cards

Effective Date: December 2013

# Table of Contents

1. Meaning of Words and Interpretation.....	3
2. Opening of Account and Issue of Card and Security Code .....	6
3. Credit Limit and Available Credit .....	6
4. Additional and Replacement Cards .....	8
5. Using the Account, Card or Identifier.....	9
6. Property of Card .....	9
7. Securing the Card and Security Code .....	9
8. Statement of Account .....	10
9. Electronic Statements .....	10
10. Paying the Account.....	10
11. Account in Credit .....	11
12. Application of Payments .....	11
13. Fees, Charges and Expenses .....	12
14. Interest Charges.....	12
15. Balance Transfers and Special Promotions .....	13
16. Default and Cancellation and Suspension of Account Access.....	14
17. Closing your Account .....	15
18. Variation .....	16
19. Error/Dispute Resolution.....	17
20. Responsibility for Recurring Instructions and Goods and Services Supplied .....	17
21. Limits on Cash .....	18
22. Limits on Use of Electronic Equipment.....	18
23. International Transactions .....	19
24. Refunds.....	19
25. Refusal to Allow Use of Card or Account.....	19
26. Transaction Record .....	19
27. Certificate.....	20
28. Notices.....	20
29. Change of Personal Details.....	20
30. Applicable Law.....	21
31. No Tax Advice .....	21
32. Codes of Conduct.....	21
33. Financial Difficulty .....	21
34. Assignment .....	21
35. Severability.....	22

36. No Mortgage .....	22
37. Commission .....	22
38. Information on Request.....	22
39. Credit Review.....	22
40. Joint and Several Liability .....	22
41. Platinum Concierge Services .....	23
42. Fixed Payment Options.....	24
PRIVACY.....	25
THINGS YOU SHOULD KNOW ABOUT YOUR PROPOSED CREDIT CONTRACT.....	27

Your loan contract is made up of:

- the pre-contractual statement document that you receive from us upon opening your Account, which contains a table of financial information including applicable credit fees and charges (the Borrower Information Table); and
- these Terms and Conditions; and
- any variation to the Borrower Information Table or these Terms and Conditions that:
  - you agree to, for example, if you accept a Special Promotion; or
  - we tell you about under clause 18 "Variation".

Where you use a Card or a Non-Cash Payment Facility (such as internet or telephone banking, EFTPOS, ATM direct debit and BPay®) to access your Account, that access is governed by a separate Non-Cash Payment Facilities Terms and Conditions. If your Account allows you to participate in Suncorp Bank Rewards or Suncorp Bank Frequent Flyer Rewards, that participation is governed by our separate Suncorp Bank Rewards and Suncorp Bank Frequent Flyer Terms and Conditions. These are separate but related contracts between you and us. You can get a copy of any of our Terms and Conditions by calling us on 13 11 75 or visiting us at [suncorpbank.com.au](http://suncorpbank.com.au).

Thank you for choosing a Suncorp Clear Options Credit Card Account.

Citigroup Pty Ltd ABN 88 004 325 080, AFSL 238098, Australian Credit Licence 238098 (Citibank) is the credit provider and issuer of Suncorp Clear Options Credit Cards. Suncorp-Metway Ltd ABN 66 010 831 722, Australian Credit Licence 229882 (Suncorp Bank) distributes the Clear Options Credit Cards under an agreement with Citibank.

### **It is important that you and anyone who will operate your Account read and understand these Terms and Conditions.**

This document is important. It sets out the rights and obligations of you and us with respect to your Account. Please keep it to refer to when you need it.

### **This is what you need to do before you start using your Account.**

- First, read your loan contract;
- Then sign the signature panel on the back of your Card with a ballpoint pen; and
- Finally, activate your Account. To do this call us at the number on the back page of this booklet and follow the voice prompts. You must activate the Account before anyone uses it.

After that, you're ready to start using your Account.

### **How to Accept Our Offer**

When you use your Account for the first time, you agree to be bound by the terms of your loan contract. No one else can use the Account before you do.

If you do not accept our offer:

- do not sign your Card or use the Account (or let an Additional Cardholder do so);
- destroy your PIN – do not return your PIN advice to us; and
- tell us straight away by calling us on the number on the back of this booklet.

### **Securing your Card**

Keeping the Card secure is very important so we send your PIN to you separately. Only the Cardholder may use the Card and Security Code.

### **What if my Card or, Security Code are Lost or Stolen?**

If you think a Card or Cheque might be lost or stolen or that a transaction on your Account is unauthorised, please contact us right away. You are liable for all Transactions unless you can show us that a Cardholder did not ask for them and that a Cardholder was not responsible for them; or if we have agreed to accept liability. For example you may be liable for Unauthorised Transactions if a Card or Security Code was not kept secure or where we were not notified immediately that a Card or Security Code was lost or stolen. Suncorp Bank's Non-Cash Payment Facilities Terms and Conditions describe Cardholder Card and Security Code security obligations, how to report lost or stolen Cards, how you can dispute Transactions, and when we will accept liability for Unauthorised Transactions.

### **Identification Requirements**

We need to identify each Cardholder before any of you can use the Account. If we don't have this information, we must restrict access to your Account, even if we haven't told you first.

We will tell you what information you need to give us.

# Terms and Conditions

This booklet is one of several documents which make up your loan contract with us.

## 1. Meaning of Words and Interpretation

When you see these words used in these Terms and Conditions, this is what they mean:

**"Account"** your Suncorp Clear Options credit card facility and includes business Accounts unless otherwise stated.

**"Account Holder"** the person named under "Name of Borrower" in the Borrower's Information Table applicable to this Account who is liable for the payment of any moneys due under this Credit Contract, and includes the person's or entity's successors and permitted assigns.

**"Additional Cardholder"** a person you allow to use your Account.

**"Annual Percentage Rate (APR)"** the percentage rate or rates per annum used to calculate interest charges for your Account. Those rates were set out in the Borrower Information Table and appear on your statement of Account. Any new or varied rate will be notified to you in the manner described in clause 18 "Variation".

**"Authorisation"** any Authorisation, consent or permission given by the Account Holder and/or Cardholder (whether express or implied) to any entity in connection with any dealing with the Account, and Authorise has a corresponding meaning.

**"Available Credit"** the difference between the Credit Limit and the sum of the outstanding balance and any Transactions and other amounts not yet charged to your Account.

**"Balance Transfer"** moving an outstanding balance from a credit card or other credit account with another lender to your Account.

**"Borrower Information Table"** the document you received upon opening of your Account that contained the table of applicable fees and charges. This document forms part of your pre-contractual statement and can be varied from time to time in accordance with clause 18 "Variation" of these Terms and Conditions.

**"Business Day"** a day on which banks are open for business in Sydney, but does not include any Saturday, Sunday or public holiday.

**"Card"** a card which we authorise you to use on your Account to get cash, goods or services up to your Credit Limit. For example, a VISA credit card.

**"Card Balance"** means the Closing Balance less any Fixed Payment Option balance and Monthly Instalment for that month.

**"Cardholder"** you and any Additional Cardholder.

**"Cash Advance"** a Transaction where cash or its equivalent is obtained. For example, transactions such as telegraphic transfers or other credit transfers (including Balance Transfer amounts after expiry of the Balance Transfer offer period), certain bill payments and the purchase of traveller's cheques or gaming tokens are all treated as Cash Advances.

**"Chargeback"** a Transaction that is returned to a Merchant for resolution after it is disputed by a Cardholder.

**"Cheque"** any cheque a Cardholder writes or that we issue.

**"Citibank"** Citigroup Pty Ltd ABN 88 004 325 080, Australian Credit Licence 238098.

**"Citishare Network"** All ATM Networks and institutions participating in the Networks that have contracted with Citishare Corporation to permit Cardholders to use Cards at the ATMs of the participating institutions. This term does not include any institutions at which Cardholders may use their Card using networking arrangements made by the VISA and MasterCard organisations. Transactions processed through the Citishare Network include international ATM Cash Advance Transactions using MasterCard cards, and Transactions in which a Card is used at a Citibank ATM.

**"Closing Balance"** the total amount outstanding on your Account at the end of the Statement Period.

**"Concierge Services"** certain travel and entertainment assistance services provided through a third party supplier.

**"Contactless Transaction"** means a transaction made by holding a Card (which is capable of making such transactions) against a contactless enabled terminal without inserting or swiping the Card.

**"Credit Limit"** the maximum amount of credit we tell you in writing you can have on your Account.

**"EFTPOS"** Electronic Funds Transfer Point of Sale.

**"Electronic Equipment"** includes any electronic terminal (such as ATM and EFTPOS terminal), computer, television, and telephone, approved by us through which Transactions may be effected.

**"Fixed Payment Option"** an arrangement under which a particular balance is paid off in a specified number of equal instalments, also known as an Equal Payment Plan.

**"Fixed Payment Option Amount"** the amount which we allocate to you for each Fixed Payment Option.

**"Identifier"** information including an Account number, Card number and Card expiry date:

- which is known to a Cardholder; and
- which the Cardholder need not keep secret.

**"Linked Account"** any other Suncorp Bank Account held in the name of the Account Holder and/or a Cardholder, which you have linked to your Clear Options Credit Card.

**"Merchant"** any entity displaying the Visa symbol; providing an ATM or EFTPOS terminal; or with whom a Transaction may be effected.

**"Minimum Payment Due"** the payment that you must make to keep your Account in order. The Minimum Payment Due is an amount calculated in the method set out in the Borrower Information Table in relation to the balance outstanding at the end of that Statement Period. It is shown on your statement, and must be paid by the Payment Due Date.

**"Monthly Instalment"** the monthly instalment that is payable under a Fixed Payment Option as specified on your statement.

**"Network"** the organisations, institutions and schemes through which you may perform

Transactions on your Account.

**"Overdue Amount"** any amount that you were obliged to pay in respect of a previous Statement Period, but did not pay by the Payment Due Date. Overdue Amounts are shown on your statement and are payable from the date they became overdue.

**"Overlimit Amount"** the amount by which your Account balance exceeds your Credit Limit. Overlimit Amounts are shown on your statement and are payable from the date you exceeded the Credit Limit.

**"Password"** a word, code or set of characters used to identify a Cardholder and allow access to your Account.

**"Payment Due"** the Minimum Payment Due plus any Overdue Amounts. Payment Due excludes Overlimit Amounts.

**"Payment Due Date"** the date specified in your statement as the date by which payment of the Minimum Payment Due must be made.

**"Platinum Cardholder"** means a holder of a Suncorp Clear Options Platinum Card.

**"PIN"** the personal identification number we allocated to a Card or selected by a Cardholder.

**"Recurring Instruction"** an instruction from a Cardholder to a Merchant to debit your Account on more than one occasion and on a periodic basis.

**"Retail Purchase"** a Transaction other than a Cash Advance or a Special Promotion, as determined by us.

**"Security Code":**

(a) Information:

- the content of which is known to the Cardholder and is intended to be known only to the Cardholder;
- which Suncorp Bank requires the Cardholder to keep secret;
- which the Cardholder must provide (in any manner) in order to access your Account; and

(b) includes your ATM PIN, PIN, TPIN or Password.

**"Statement of Account"** a monthly statement we issue to the Account Holder in relation to the Account setting out the transactions (including any purchases, cash advances, debits or credits) which occurred on the Account during the period set out in the statement.

**"Statement Period"** the period to which a statement applies, usually about 30 days. The actual number of days in a Statement Period varies, depending on the length of months, when your Account was opened and when Business Days occur.

**"Special Promotion"** any Transaction or promotional offer we identify as a Special Promotion.

**"Suncorp/Suncorp Bank"** Suncorp-Metway Ltd ABN 66 010 831 722, Australian Credit Licence 229882

**"Terms and Conditions"** these terms and conditions and any other document we give you which forms part of the Terms and Conditions of your Account.

**"Total Cash Limit"** the total amount of Cash Advances that can be made on your

Account at any time. The Total Cash Limit is a proportion of your Credit Limit and will appear on your statement of Account.

**"Transaction"** any action by a Cardholder using your Account.

**"Transaction Date"** the date on which a Transaction takes place.

**"Unauthorised Transaction"** a Transaction a Cardholder did not ask to be made.

**"you/your"** the person in whose name the Account is opened.

**"we", "us" or "our"** will be generally read as a reference to Citigroup Pty Ltd ABN 88 004 325 080, AFSL 238098, Australian Credit Licence 238098 (Citibank) the credit provider and issuer of Suncorp Clear Options Credit Cards (Credit Cards). Suncorp - Metway Ltd ABN 66 010 831 722, Australian Credit Licence 229882 (Suncorp Bank) distributes the Credit Cards under an agreement with Citibank.

If the context requires these words to refer to Suncorp Bank, they will refer to Suncorp Bank undertaking relevant actions or making relevant decisions for or on behalf of Citibank.

## 1.2 Interpretation

- (1) In these Terms and Conditions, unless the context requires another meaning, a reference:
  - (a) to the singular includes the plural and vice versa;
  - (b) to a document (including these Terms and Conditions) is a reference to that document as amended, consolidated, supplemented, novated or replaced;
  - (c) to a party means a party to these Terms and Conditions;
  - (d) to a person (including a party) includes an individual, company, other body corporate, association, partnership, firm, joint venture, trust or government agency, and it also includes the person's successors, permitted assigns, substitutes, executors and administrators;
  - (e) to a law is a reference to that law as amended, consolidated, supplemented or replaced.
- (2) Where a word or phrase is defined, its other grammatical forms have a corresponding meaning.
- (3) Headings are for convenience only and do not affect interpretation.

## 2. Opening of Account and Issue of Card and Security Code

When you accept our offer you agree to:

- (i) only use your Account for personal, domestic or household purposes for personal Cards only;
- (ii) allow us and our service providers to use your information to administer your Account; and
- (iii) repay all amounts charged to your Account.

### 3. Credit Limit and Available Credit

- (a) Your initial Credit Limit was set out in your Borrower Information Table. Your Credit Limit may be increased from time to time under agreement with us. You can ask us to reduce your Credit Limit at any time provided that a decrease will not cause you to exceed your Credit Limit. We may also decrease your Credit Limit at any time at our discretion and will notify you of any change as soon as reasonably practicable. Any change to your Credit Limit will be confirmed in writing by us.
- (b) If a Transaction amount is more than the amount of Available Credit on the date of the Transaction (an “over limit Transaction”), we may, without telling you, even if we have previously allowed over limit Transactions:
  - (i) not process the Transaction; or
  - (ii) stop payment of that Transaction and reverse all entries in respect of it.

Our automated systems include rules that may allow some over limit Transactions to be processed, for which a fee may be charged, as set out in your Borrower Information Table. However, you may contact Us at any time to request these Transactions be automatically rejected. In this case most over limit Transactions will be rejected, with the exception of certain Transactions that we cannot reject including Transactions that are processed manually (for example where a merchant does not use an electronic device when accepting your credit card Transaction, Contactless Transactions, or some recurring instructions set up on your Account), for which you will be liable for the full Transaction amount and associated interest charges (subject to any Chargeback right that may exist under clause 19(d) “Error/Dispute Resolution”).

- (c) If we process a Transaction which takes you over your Credit Limit, we are not increasing your Credit Limit.
- (d) You must repay immediately any credit made available to you in excess of your Credit Limit, even if we allowed the Transaction. The Overlimit Amount, will be noted on your statement and is payable as at the date your Account balance exceeded the Credit Limit. If not already paid at the time you receive your statement it must be paid in addition to the Payment Due.
- (f) Business Accounts

This sub-clause applies only to Accounts, granted for purposes that are not for personal, domestic, or household use or consumption.

- (i) The Account will have an Account Credit Limit and individual Card spend limits.
- (ii) The available credit on each Card will be reset to the relevant Card spend limit at the beginning of each Statement Period.
- (iii) If, at any time the aggregate of all unpaid transactions on any cards issued in connection with the Account or the liability of the Account Holder for the Account exceeds the Account Credit Limit, further transactions on the relevant Card/s may be declined.
- (iv) We may vary the Account Credit Limit at the Account Holder’s request or with the Account Holder’s written consent.
- (v) We may vary any Card spend limit at the Account Holder’s request or with the Account Holder’s written consent.

- (vi) We may reduce or cancel the Account Credit Limit or any Card spend limit without the Account Holder's consent at any time. We will notify the Account Holder if we do so.
- (vii) The Account Holder must not exceed the Account Credit Limit unless we have consented in writing or have otherwise authorised the particular transaction which causes the Account to exceed the Account Credit Limit.
- (viii) If we debit the Account causing it to exceed the Account Credit Limit, this does not mean we have increased the Account Credit Limit.
- (ix) If the Account Holder exceeds the Account Credit Limit without our prior written consent or Authorisation, the Overlimit Amount is due and payable immediately.

## 4. Additional and Replacement Cards

- (a) You may ask us to issue additional Cards.
- (b) We may give an Additional Cardholder:
  - (i) an additional Card;
  - (ii) a separate Security Code; and
  - (iii) access to your Account details and Transaction history;so that the Additional Cardholder can use your Account.
- (c) All Cardholders must comply with these Terms and Conditions. Anything an Additional Cardholder does (including any breach of any Term or Condition), is your responsibility.
- (d) Business Accounts

This sub-clause applies only to Accounts, granted for purposes that are not for personal, domestic, or household use or consumption.

- (i) Subject to any limitations specified by the Account Holder, the Account Holder authorises any nominated person to access Account information and operate the Account in the same way that the Account Holder can except where these Terms and Conditions provide otherwise.
  - (1) We will send to the Account Holder any Cards which the Account Holder has requested us to issue and which we have agreed to issue.
  - (2) The Account Holder is required to certify to us that each Cardholder has been identified in accordance with the AML/CTF Act
  - (3) Where permitted by law, the Account Holder may appoint a verifying officer to complete any identification requirements at the time of application for a Card.
  - (4) The Account Holder will be responsible for delivering issued Cards to the appropriate Cardholders. The Account Holder will also be responsible for ensuring that Cardholders sign their Cards upon receipt.
- (ii) Subject to any other provisions in these Terms and Conditions, the Account Holder is responsible for:
  - (1) the operation of the Account and any Account linked to a Card; and
  - (2) each Transaction made on the Account, whether or not the Transaction or of

any Card is authorised by the Account Holder or a Cardholder. The Account Holder's liability for unauthorised use is set out in clause 19 "Error/Dispute Resolution".

- (iii) We may issue a replacement Card to a Cardholder at any time.
- (iv) We may reserve the right to refuse to issue or reissue a Card from time to time.
- (v) Each Card remains our property.

## 5. Using the Account, Card or Identifier

- (a) You can use your Account at Merchants anywhere but we cannot guarantee that a Merchant will always let you use your Account. We are not liable if any Merchant does not let you use your Account.
- (b) If a Card scheme rule allows, we may decide not to process any Transaction or credit to your Account by a Merchant, if we reasonably suspect that the processing or crediting may lead to or is connected to a breach of your obligations to us or your or our obligations under any law. For example, where we believe there is a risk of fraud or that legal sanctions prevent the Transaction being processed. These decisions will usually be made automatically by our computer systems using rules that we believe strike a reasonable balance between, for example, preventing fraud and allowing you to use your Account as you wish. We cannot and do not promise to prevent fraud on your Account. You should advise us immediately about unsuccessful transactions that you believe ought to have been processed, and suspicious transactions that have been processed. See clause 19 "Error/Dispute Resolution".
- (c) A Card must not be used:
  - (i) by anyone except the Cardholder whose name and signature is on the Card;
  - (ii) after it expires, is suspended, or cancelled;
  - (iii) to transact with a Merchant (other than a publicly listed company) in which the Cardholder has an ownership interest;
  - (iv) for unlawful activities;
  - (v) for the purposes of gambling; or
  - (vi) for business transactions if it is not a Business Card.
- (d) A business Account Cardholder may only operate a Linked Account if the business Account Cardholder has been issued a PIN under the contract.

## 6. Property of Card

All Cards are our property.

## 7. Securing the Card and Security Code

- (a) A Security Code allows access to your Account.

- (b) You can choose a Security Code within limits we set.
- (c) Keeping the Card and Security Code secure is very important. If you don't observe these security requirements you may be liable for unauthorised use.

**Our Non-Cash Payment Facilities Terms and Conditions tell you how Cardholders should keep their Card and Security Code secure, and your rights and obligations with respect to Unauthorised Transactions, and lost or stolen cards or Security Codes.**

## 8. Statement of Account

- (a) We will send you a statement each month unless the law does not require us to. We will send you a statement at least every 6 months, and you may request them more frequently.
- (b) Statements will be expressed in Australian currency.
- (c) You should check all entries on the statement when you receive it. If you think there was an error or possible unauthorised use of your Account you must contact us immediately or you may be liable for the error or any Unauthorised Transactions.

## 9. Electronic Statements

- (a) We may send Account statements, notices and other information ("Information"):
  - (i) by email; or
  - (ii) by making them available at our website, provided we:
    - tell you by email that this Information is available; and
    - allow you to readily access and store this Information.
- (b) If you enrol to receive Information by email or in some other electronic form, you will not generally receive paper copies unless you specifically ask for them. We may however (but are not obliged to) send you paper copies from time to time at our discretion.
- (c) You may change your mind and ask to get Information by mail at any time by contacting us.
- (d) We will send all Information to the most recent email address that you gave us. You must tell us if your email address changes as soon as possible. You may do this by email, on our secure website, or by contacting us.
- (e) If you enrol to receive information by email or some other electronic form you must check electronic communications regularly for such information.
- (f) You may ask for a paper copy of any Information that we gave you in electronic form within 6 months from the date of the communication. We may charge you a fee for the paper copy.

## 10. Paying the Account

- (a) You must pay the Minimum Payment Due by the Payment Due Date and

immediately pay any Overdue Amounts and Overlimit Amounts each Statement Period. Paying these amounts does not mean that you will be eligible for interest free days. See clause 14 "Interest Charges" for the terms and conditions for interest charges.

- (b) Unless we tell you otherwise:
- (i) you must pay us in one of the ways set out on the back of your statement. All payments must be in Australian currency and paid to us in Australia in cleared funds;
  - (ii) a payment is not received until it is credited to your Account. Payments we receive after 4pm (EST) on a Business Day or on any time on a day that is not a Business Day may not be credited to your Account on the same Business Day. The proceeds of cheques will not be available until the cheque clears; and
  - (iii) if it is not clear that a payment relates to your Account, we will only credit it to your Account from the date you give us clear instructions about where to credit it. If you have more than one Account with us and we cannot identify the Account to which a payment relates, we may apply the payment to any Account we choose.
- (c) If we receive a payment which is less than the full amount you owe us and which is expressed to be in "full and final settlement" (or similar words), that will only be the effect if a senior officer of ours has previously agreed to this in writing. Just because we process the payment does not mean we cannot ask for the rest of the amount you owe; and
- (d) If you have any difficulty making the required payments, please contact us and speak to our collections department to discuss payments on your Account.

## 11. Account in Credit

If your Account has a credit balance for a prolonged period, we may choose to suspend or close your Account after giving you reasonable notice that we intend to do so. We will send you a cheque for the amount of the credit balance (excluding uncleared funds) up to the date of the refund.

## 12. Application of Payments

- (a) With the exception of non Business Account credit card Account holders that entered into their loan contract on or after 1 July 2012 we apply payments to your Account in the following order considering the Transactions and credit plans outstanding on your Account:
- Any expenses incurred enforcing these Terms and Conditions. Refer to clause 13(d) "Fees, Charges and Expenses";
  - Annual fees;
  - Interest charges;
  - Late Payment Fee;
  - Balance Transfers and Special Promotions and any Balance Transfer fee; if

more than one Balance Transfer or Special Promotion applies to the Account, repayment will be applied first to the plan with the lowest Annual Percentage Rate, then to the plan with the next lowest Annual Percentage Rate, and so on, in ascending order. If the same Annual Percentage Rate applies to two plans, payment will first be applied to the plan having the earlier expiry date. If one of those plans does not have an expiry date, payment will first be applied to that plan. Upon expiry of any Balance Transfer or Special Promotional plan any remaining balance will revert to the Annual Percentage Rate for Cash Advances and payments will then be allocated in the order of Cash Advance Transactions;

- Purchases that have already appeared on a Statement of Account in the order they appeared on the statement;
- Cash advances that have already appeared on a Statement of Account in the order they appeared on the statement;
- All other fees and charges;
- Balance Transfers and Special Promotions that have not yet appeared on a Statement of Account;
- Retail Purchases that have not yet appeared on a Statement of Account; and
- Cash advances that have not yet appeared on your Statement of Account.

(b) For non Business Account credit card Account holders whose loan contract commenced on or after 1 July 2012 we will allocate payments to the portion of the closing balance of your most recent Statement of Account which attracts the highest rate of interest first and then to the portion of the closing balance of your most recent Statement of Account which attracts the next highest interest rate and so on. If there is a zero closing balance on your most recent Statement of Account we will credit payments to balances that have not yet appeared on your Statement of Account in a similar fashion.

You may contact us for more information about how a particular payment will be allocated to your Account.

## 13. Fees, Charges and Expenses

Subject to any law that limits our right to do so, we will charge your Account with:

- (a) the fees and charges set out in your Borrower Information Table and any new or varied fees and charges that we notify you of in the manner described in clause 18, "Variation";
- (b) all government taxes (including any goods and services tax), duties and charges that relate to your Account or its operation (including those imposed on the use of the Card or on Transactions);
- (c) the amount or the Australian dollar equivalent (reasonably determined by us on the basis set out in clause 23 "International Transactions"), of any fee any Network or other person charges us for services on your Account; and
- (d) any expenses we reasonably incur enforcing these Terms and Conditions against you if you breach the Terms and Conditions (although you may dispute these expenses

under clause 19 "Error/Dispute Resolution").

## 14. Interest Charges

- (a) Unless paragraph (e) applies, you must pay interest on everything charged to your Account. We charge interest at the end of each Statement Period. It is the sum of the daily interest charges for each day of that Statement Period.
- (b) We calculate interest charged using our Annual Percentage Rates. Those rates were set out in your Borrower Information Table and appear on your Statement of Account. Any new or varied rate will be notified to you in the method set out in clause 18 "Variation". Different Annual Percentage Rates may apply to different charges on your Account. To calculate the daily interest charge we multiply the applicable Daily Percentage Rate for each type of daily unpaid balance on your Account by that balance. The daily interest charge for your Account is the sum of all of these amounts.

The **Daily Percentage Rate** is the applicable Annual Percentage Rate divided by 365.

- (c) Interest charges, fees, charges and expenses charged to your Account become part of your daily unpaid balance, on the day they are charged to your Account.
- (d) Transactions become part of the daily unpaid balance of your Account from their Transaction Dates.
- (e) Interest free days

Subject to paragraph (f):

- (i) If your Account has an "interest free period", you do not pay interest on Retail Purchases, interest charges, fees, charges and expenses if you pay the Closing Balance on or before every statement's Payment Due Date.

The number of interest free days each Transaction or other amount gets depends on the Transaction Date or the date other amounts are charged to your Account, and the date on which the Statement Period ends;

- (ii) If you did not pay the Closing Balance by the Payment Due Date, you will not enjoy an interest free period and interest will be charged on both the previous month's and the current month's Transactions and accrued but unpaid interest charges, fees, charges and expenses, from their Transaction Dates (for Transactions) or the day they are charged to your Account;
- (iii) Future Transactions, interest charges, fees, charges and expenses on your Account will be charged interest from their Transaction Dates (for Transactions) or the day they are charged to your Account, until you pay the Closing Balance of two consecutive statements by the Payment Due Date.
- (f) Cash Advances, Balance Transfers and Special Promotions  
Paragraph (e) "Interest free days" does not apply to Cash Advances, Balance Transfers and Special Promotions, nor the interest charges, fees, charges and expenses applicable to these Transactions. These amounts are charged interest from their Transaction Date (for Transactions) or the day they are charged to your Account, until repaid in full.

## 15. Balance Transfers and Special Promotions

(a) We may offer a Balance Transfer or a Special Promotion on any terms and conditions that we determine, including:

- (i) what Transactions are eligible; and
- (ii) the period of time for which each offer will run.

Each Balance Transfer and Special Promotion has its own terms and conditions which to the extent different will operate as a variation to these Terms and Conditions.

## 16. Default and Cancellation and Suspension of Account Access

(a) Your Account will be in default:

- (i) if in respect of a Statement Period, you fail to pay at least the Minimum Payment Due by the Payment Due Date for that Statement Period or if you fail to immediately repay any Overlimit Amount or Overdue Amount;
- (ii) if we reasonably believe that:
  - we extended credit or issued a Card because of fraud or misrepresentation;
  - there has been fraud or misrepresentation in any operation on your Account; or
  - by allowing you to continue using a Card or your Account may cause us, you, or an Additional Cardholder loss, or may cause us to breach any law, or Card scheme rule; or
  - a Card, Security Code or a process intended to prevent Unauthorised Transactions has been compromised; or
  - you have breached any other of these Terms and Conditions.

(b) If your Account is in default we may take some or all of the following actions:

- (i) close, cancel or suspend your Account (including the right to use any Card or Identifier or Cheque);
- (ii) keep a Card presented to us or refuse to reissue, renew, or replace any Card;
- (iii) refuse to authorise any Transaction or honour any Cheque;
- (iv) give notice of cancellation, suspension or refusal to any Merchant, credit bureau or to any other person;
- (v) restrict access to your account;
- (vi) require you to pay all or part of the outstanding balance of your Account;
- (vii) transfer the balance of your Account to another account under our control;
- (viii) combine your Account with any or all of your other account(s) with us or set off balances as set out in clause 16(e) "Default and Cancellation and Suspension of Account Access" below.

In most circumstances, if your Account is in default, before we exercise our rights,

we will give you notice stating that you are in default specifying how and when you must remedy the default. If you do not remedy the default before the expiry of that time specified in the notice, or if there is a default that cannot be corrected, then we may take appropriate action depending on the seriousness of the default, which may include giving you notice that the balance owing on the Account becomes immediately due for payment.

The balance owing on your Account will become immediately due for payment without the need for prior notice if we:

- (i) reasonably believe that you fraudulently induced us to enter into this contract;
- (ii) cannot locate you having made reasonable attempts to do so; or
- (iii) have the authority of a court or a tribunal to do so.

If we do not give you notice before we take the action, we will advise you of the action we have taken as soon as possible. You can challenge our action using the Error/Dispute Resolution procedure in clause 19 "Error/Dispute Resolution". If you have not closed or cancelled your Account (see clause 17 "Closing your Account" below) we will promptly reverse the action once we know that the circumstances that cause us to take action no longer apply.

- (c) If your Account is closed or cancelled or suspended, you must continue to pay us at least the Payment Due and any Overlimit Amount each Statement Period until the outstanding balance of your Account has been paid. Interest, fees, charges and expenses will accrue until you pay the full outstanding balance .
- (d) Suspension, cancellation or closure of your Account or a Card does not affect any obligations that arose before or after the cancellation suspension or closure.
- (e) If your Account is in default as described in clause 16(a) "Default and Cancellation and Suspension of Account Access", we may combine your Account with any one or more of your accounts with us, or set off balances or parts of balances in your Account against money that we owe you or your outstanding liabilities to us. If we decide to exercise this right and have not given you prior notice we will tell you promptly afterwards. The consequence of accounts being combined will be that one balance remains and if that is a debit balance, you will remain liable to us for that amount. The consequence of "set off" is that amounts that we owe to each other are reduced by the same amount. If we exercise either of these rights your Account will continue to be unsecured.

## 17. Closing your Account

- (a) You may close your Account or cancel any Card at any time by writing to us or by calling us.
- (b) If you close or cancel your Account, your credit contract will end when the last of the following happens:
  - (i) you pay the outstanding balance of your Account under clause 16(c) "Default and Cancellation a Suspension of Account Access"(after the last Transaction you or any Additional Cardholder authorised is charged to your Account including all

- interest charges, fees, charges and expenses);
- (ii) you cancel all direct debits and recurring instructions with Merchants operating on your Account;
  - (iii) you destroy your Card and all Additional Cards issued on your Account and return them to us; or
  - (iv) three months after the date you ask us to close your Account (to allow for any delays by Merchants processing Transactions to your Account). At any time during those three months, you may ask us to reactivate your Account. If you ask, and we agree, your credit contract will continue as if you had never asked us to close your Account.
- (c) We may close your Account at any time by providing you with notice where:
- (i) your Account has not been used for a prolonged period; or
  - (ii) we reasonably believe that by allowing the Account to remain open it may materially detriment our reputation; or
  - (iii) we reasonably believe that by allowing the Account to remain open, it may cause you or us loss, or to breach any law or any terms of this loan contract.
- If we do not give you notice before we take the action, we will notify you in writing to the address we have on file, as soon as possible afterwards.

## 18. Variation

- (a) We may:
  - (i) add or change any Term or Condition; and/or
  - (ii) change the Annual Percentage Rate, or the amount or how often you pay a fee, charge or the Payment Due; and/or
  - (iii) introduce a new fee or charge.
- (b) A variation binds you and any Additional Cardholder (as applicable).
- (c) We will tell you about a variation by writing to you at your last known address. We may also use any other methods allowed by applicable laws and the Code of Banking Practice. The notice will set out required particulars of the change, including the date on which it takes effect.
- (d) A variation we must notify you about may take effect:
  - (i) on the day on which we give notice, if it:
    - increases the Annual Percentage Rate; or
    - reduces your obligations or extends the time for payment under your Account; or
  - (ii) at least 20 days from the day on which notice is given, for any other variation made without your prior consent.
- (e) If, for any reason, we don't charge any interest charge, fee, charge or expense, this does not mean we have varied your Terms and Conditions.
- (f) If we delay or do not do something these Terms and Conditions allow us to, this does not mean we waive that right.
- (g) If we notify you that we have varied these Terms and Conditions and you do not wish

to continue your Account you should notify us that you wish to close your Account. If your credit contract with us has ended before the date on which the variation takes effect, then the variation will not apply to you. How you can close your Account and when your credit contract ends is described above in clause 17 "Closing your Account".

## 19. Error/Dispute Resolution

- (a) A Cardholder must tell us promptly if he or she has a complaint or believes that an error has occurred on the Account. You can lodge a complaint by:
  - (i) calling us;
  - (ii) writing to us at the address on the back cover of these Terms and Conditions;
  - (iii) by visiting [www.suncorpbank.com.au](http://www.suncorpbank.com.au); or
  - (iv) by visiting a Suncorp Bank branch.
- (b) If you are not satisfied with the result of your complaint, you can raise your complaint with the Financial Ombudsman Service Limited at:

GPO Box 3  
Melbourne  
VIC 3001  
telephone 1300 78 08 08  
[www.fos.org.au](http://www.fos.org.au)
- (c) You should refer any disputes about a Transaction Amount to the Merchant or institution concerned first.
- (d) If a Transaction was processed through a Network we may:
  - (i) resolve a complaint under the Network's rules. If we try to resolve a complaint in this way we and you are bound by the operating rules of the Network and the result will be governed by the limits imposed by those rules. If you don't tell us about your complaint within 60 days from the date of the Transaction it may affect our ability to resolve your claim;
  - (ii) claim a Chargeback right where one exists and you have notified a disputed Transaction to us before the Payment Due Date of the statement on which the disputed charge appears. If a Cardholder uses your Account to make a BPay® payment, you cannot claim a Chargeback. BPay® only allows refunds of mistaken, unauthorised or fraudulent payments;
  - (iii) claim a Chargeback for the most appropriate reason; and
  - (iv) reject any refusal of a Chargeback by a Merchant's financial institution that is inconsistent with the relevant operating rules.
- (e) You must comply with any reasonable request we make for further information in any form (including a statutory declaration).

## 20. Responsibility for Recurring Instructions and Goods and Services Supplied

- (a) Unless the law requires, we are not responsible for any goods or services Merchants supply to Cardholders or a Recurring Instruction by a Cardholder to a Merchant.
- (b) If a Recurring Instruction is in place and:
  - (i) your Account is suspended, cancelled or closed; or
  - (ii) your Card is re-issued with a different number, you must change the Recurring Instruction with the Merchant immediately. If you do not we may:
    - 1. refuse or approve authorisation of any Recurring Instruction Transaction;
    - 2. tell the Merchant your Account status; and
    - 3. cancel the Recurring Instruction for you without telling you.
- (c) Even if you make a complaint to or dispute a Transaction with a Merchant you must still pay us all amounts and charges charged to your Account other than amounts in respect of Chargebacks under clause 19(d) "Error/Dispute Resolution".

## 21. Limits on Cash

- (a) Daily and weekly minimum and maximum limits may apply to how much cash can be withdrawn using Electronic Equipment. We will advise you of these limits before your first use of the Electronic Equipment. Merchants or us may set minimum and maximum Cash Advance amounts.
- (b) In addition there is a limit to the amount of Cash Advances you can draw. This is the Total Cash Limit and it is a proportion of your Credit Limit. The Total Cash Limit is not a limit in addition to your Credit Limit. You can get Cash Advances up to your Total Cash Limit as long as this will not take you above your Credit Limit and provided that your Account is in good order. Because of the way payments are allocated to your account, once you have drawn Cash Advances up to your Total Cash Limit you will only be able to get further Cash Advances once your Account balance is reduced to less than your Total Cash Limit. The amount which you will be able to get as a Cash Advance will be the difference between the Account balance and the Total Cash Limit. For example, if your Total Cash Limit is \$2000 and the Account balance is \$1500, you will be able to withdraw up to \$500 in Cash Advances.

## 22. Limits on Use of Electronic Equipment

- (a) Transactions made using a Card or Electronic Equipment may be limited to minimum and maximum amounts in any specified period and to multiples of any amounts. Limits may vary between Electronic Equipment.
- (b) Merchants and ATM providers decide what types of transactions are available with their Electronic Equipment. They may not be the same as the transactions available through our Electronic Equipment. We make no promises that you or an Additional Cardholder will not suffer any loss or inconvenience because a particular piece of Electronic Equipment does not offer your proposed transaction type when you or an Additional Cardholder seeks to use it. Our promotional material displayed on any

premises shall not be taken as a representation or warranty by us or the Merchant that all goods and services offered by the Merchant may be purchased by use of any of those facilities.

## 23. International Transactions

Transactions made in a currency other than Australian dollars will be converted to Australian dollars in the following ways:

Unless set out specifically below, Transactions in foreign currencies are converted from the original currency into United States dollars, and then into Australian dollars.

Transactions made using VISA Cards in Canadian dollars, Singapore dollars, New Zealand dollars, Euros, Pounds Sterling or Japanese Yen are converted directly into Australian dollars.

Each of MasterCard, VISA and Citishare Network converts Transactions using conversion rates based on wholesale rates and set in accordance with its rules. When we receive the Australian dollar amount from MasterCard, VISA or Citishare Network, we charge an International Transaction Fee as set out in your Borrower Information Table (see clause 13 "Fees, Charges and Expenses") and charge the resulting Australian dollar amount to your Account. This amount may include any fees and charges any third party (including any Network) charges us. Because of these processes and the rates used in them the Australian dollar amount that we charge you will usually be different to the amount that you may have calculated at the time you initiated the Transaction.

## 24. Refunds

We will give you a refund:

- as set out in Suncorp Bank's Non-Cash Payment Facilities Terms and Conditions;
- when a dispute is resolved in your favour; or
- if we receive a refund (or some other refund verification acceptable to us) from a Merchant.

Refunds will reduce your Account balance but do not satisfy your monthly payment obligations.

## 25. Refusal to Allow Use of Card or Account

There may be instances where a Merchant does not accept a Card or otherwise give credit to a Cardholder for any reason.

## 26. Transaction Record

A Merchant should give a Cardholder a record of a completed Transaction. Transaction records are evidence of the Transaction amount and should be checked carefully. You should report any dispute to us as soon as possible.

## 27. Certificate

A signed certificate from us:

- (a) stating your liability to us will be evidence of the amount you owe us at the date of the certificate unless shown to be incorrect. You are also liable for Transactions which we do not know about at that date;
- (b) giving copies of any documents or records we have about your Account or any application for your Account;

will be evidence at the date of the certificate of what is contained in those records unless shown to be incorrect.

## 28. Notices

- (a) The parties can give notice to each other under these Terms and Conditions by post, facsimile or in any manner permitted by law.
- (b) If we give notice to you by post, you agree that, unless otherwise stated in these Terms and Conditions, the notice is deemed to be given to you:
  - (i) on the date of actual receipt of the notice or on the date it would have been delivered in the ordinary course of post, whichever occurs first; and
  - (ii) if sent to your last known address according to our records.
- (c) The Additional Cardholder agrees that, except where separate notices are required to be given by law, notice given by us to you in accordance with these Terms and Conditions constitutes notice to the Additional Cardholder.

## 29. Change of Personal Details

- (a) A Cardholder must notify us as soon as there is any change:
  - (i) to a name or any contact details; or
  - (ii) to the personal information contained on your credit file or report held by us.
- (b) We rely on this information being kept up-to-date and complete. You cannot make any claim against us if our records are out-of-date, incomplete or inaccurate because we were not advised of the change.

You can notify us by:

- (i) calling us;
- (ii) writing to at the address noted on your statement;
- (iii) visiting [www.suncorpbank.com.au](http://www.suncorpbank.com.au); or

(iv) by visiting a Suncorp Bank branch.

- (c) We have given you this Account based on the personal and financial information that you disclosed to us. You must tell us immediately of any change to your financial situation which will affect your ability to meet your payment obligations under this Account.

## 30. Applicable Law

These Terms and Conditions are intended to be interpreted in accordance with Australian laws. Suncorp Bank and you agree not to attempt to involve any court or tribunal in a dispute touching on these Terms and Conditions other than a court or tribunal established under Australian laws.

## 31. No Tax Advice

We cannot advise you about the tax treatment of our credit products. You should get your own taxation advice about how the product might affect your tax situation.

## 32. Codes of Conduct

We will observe the relevant provisions of:

- (a) ePayments Code; and
- (b) the Code of Banking Practice

that apply to your Account.

## 33. Financial Difficulty

If you are in a situation where you are experiencing financial difficulty, please contact us as soon as possible.

## 34. Assignment

Subject to applicable laws, including the Credit Codes, we may assign any of our rights, title and interest under these Terms and Conditions (including your Account) to any institution, corporation or person without your consent. We will notify you of any assignment of any of our rights, title and interest that relate to your Account or related arrangements if they have the effect of replacing us as the provider of credit to you, replacing us as the entity responsible for decisions about your Account, cause detriment whether financial or otherwise to you, or limit or reduce your rights under these Terms and Conditions. If we notify you of an assignment and you do not wish to continue your

Account you should notify us that you wish to close your Account. How you can close your Account and when your credit contract ends is described in clause 17 "Closing your Account". Neither you nor any Additional Cardholder may assign your or their rights and obligations under these Terms and Conditions (including your Account) without our consent.

## 35. Severability

If any of the Terms and Conditions are, for any reason, held to be invalid, illegal or unenforceable, the remaining provisions will remain valid and enforceable.

## 36. No Mortgage

Your Account is not secured by any security interest.

## 37. Commission

We may pay commission to a third party in relation to your Account. If it is ascertainable, we state the commission amount payable in your Borrower Information Table.

## 38. Information on Request

- (a) You can call us for information about:
- (i) the Annual Percentage Rate or rates;
  - (ii) the nature and amount of any fees and charges;
  - (iii) minimum and maximum Transaction requirements and limits for your Account;
  - (iv) general information about your Account;
  - (v) commission amounts;
  - (vi) rights and obligations of an Additional Cardholder;
  - (vii) our obligations about your information;
  - (viii) our complaint handling procedures; and
  - (ix) using cheques and bank cheques.

## 39. Credit Review

We have the right to conduct reviews of your Account from time to time. You acknowledge that we will provide personal information to a credit reporting agency as permitted by the Privacy Act for each review and that a credit report may be obtained from a credit reporting agency for the purpose of any such review.

## 40. Joint and Several Liability

For Business Accounts, where the Account Holder is comprised of two or more entities, the liability of each such entity under this credit contract is joint and several for all amounts owing to us at any time under the credit contract.

## 41. Platinum Concierge Services

- a) We provide Concierge Services to Platinum Cardholders via third parties.

Concierge Services will act on your behalf and as an intermediary in assisting you with the following requests:

- i) Travel - for example, pre-trip information, flight and hotel availability and bookings;
  - ii) Entertainment - for example, ticket bookings for events, and restaurant reservations;
  - iii) Lifestyle - for example, information on golf clubs, health clubs, and pet services;
  - iv) Shopping - for example, sourcing hard to find items or arranging gift purchase and delivery;
  - v) Business - for example, computer rentals, conference services and urgent interpretation.
- b) You will be informed of the cost and options, if available, before any booking or purchase is made for you. Concierge Services will not incur costs on your behalf unless your prior consent has been received. Any ticket purchase once authorised and confirmed by you will be deemed as non-refundable on non-exchangeable items.
- c) Concierge Services will endeavour to provide you with a clear and detailed breakdown of any costs associated with the provision of a service, prior to arranging the service. You will not be charged for research or co-ordination services performed by Concierge Services. You will be responsible for all other costs and expenses related to your request.

To the extent possible, goods and services acquired on your behalf will be charged directly by the provider to your Account. If Concierge Services advances funds for goods or services, Concierge Services shall bill that amount to your Account.

- d) Concierge Services will not locate goods and services if they are:
- i) requested for re-sale, professional or commercial purposes;
  - ii) abroad when customs regulations prohibit the shipping of the items to you;
  - iii) prohibited under applicable law or which contravene popular moral or ethical standards; or
  - iv) do not clearly provide some recreational benefit to you.
- e) When goods or services are purchased on your behalf:
- i) items will be purchased and/or delivered in accordance with national and

- international regulations;
- ii) you are at all times responsible for customs and excise fees and formalities;
- iii) Concierge Services recommends that they be insured for mailing or shipping. Concierge Services accepts no responsibility for any delay, loss or damage or resulting consequences.
- f) Concierge Services accepts no liability arising from any provider that does not fulfill their obligations to you.

## 42. Fixed Payment Options

From time to time you may request and we may agree to set up a Fixed Payment Option plan on your Account. If we so agree the following shall apply:

- (a) The Fixed Payment Option forms part of the credit provided to you on your Account and will reduce the amount of Available Credit.
- (b) We will confirm the Fixed Payment Option Amount and term of each Fixed Payment Option to you in writing.
- (c) If a Fixed Payment Option establishment fee or early termination fee is specified in the Offer Letter, it will be charged to your Account at the time specified.
- (d) The Fixed Payment Option Annual Percentage Rate (the Fixed Payment Option APR) specified in the Offer Letter will apply only to the Fixed Payment Option. The current APR(s) applicable to your Account will continue to apply to all other Transactions and other amounts debited to your Account.
- (e) During each Statement Period you will be charged a Monthly Instalment. The Monthly Instalment will include principal and interest charges payable in connection with the Fixed Payment Option. The Monthly Instalment will be part of the Minimum Payment Due.
- (f) If you fail to pay the Monthly Instalment by the Payment Due Date (by failing to pay the Payment Due by the Payment Due Date) then that Monthly Instalment will, from the Payment Due Date, be charged interest at the APR applicable to your Account.
- (g) Unless as part of a special offer or promotion, you cannot transfer any part of the outstanding balance of your Account or any other Citibank account to the Fixed Payment Option.
- (h) If you make a payment which exceeds the Payment Due, the excess amount will be applied to pay the balance of your Account (excluding the outstanding balance of the Fixed Payment Option) in accordance with clause 12. We may (but are not obliged to) apply any further excess to pay the balance of your Fixed Payment Option.
- (i) If you make a payment of an amount that is less than the Minimum Payment Due that payment will be first credited to your Monthly Instalment and then to such balances as set out in clause 12.

- (j) Each Fixed Payment Option is a “Special Promotion” for the purposes of the Terms and Conditions. If you have a Rewards Program attached to your Account, the Fixed Payment Option is a Special Promotion and is not an Eligible Transaction – this means that it does not earn rewards points.
- (k) If you fail to make any Minimum Instalment we reserve the right to cancel any Fixed Payment Option plan. If a Fixed Payment Option plan is cancelled any outstanding balance of the Fixed Payment Option plan will revert to the standard retail APR.

## PRIVACY

### Purposes for which we collect, use and disclose your personal information

We collect, use and disclose your personal information:

- to assess any application for credit and to provide and administer your credit facilities and related services;
- to conduct reviews of your facility from time to time at our sole discretion;
- to comply with applicable laws both in Australia and overseas. The Australian legislation requiring us to collect your personal information includes (a) the National Consumer Credit Protection Act (for example, to comply with responsible lending requirements); (b) the Anti-Money Laundering and Counter-Terrorism Financing Act (for example, to comply with identity verification requirements); the Personal Property Securities Act, State and Territory real property legislation and other property-related laws (for example, to register and search for security interests); and
- for other purposes as listed in our Privacy Policy and our Credit Reporting Policy.

If you do not provide us with the information we ask for or the information provided is incorrect or incomplete, we may not be able to provide or administer the products or services that you are seeking.

We usually collect your personal information directly from you. However, sometimes we may need to collect personal information about you from third parties for the purposes described above. The circumstances in which we may need to do this include, for example, where we need information from a third party to assist us to process your application (such as to verify information you have provided or to assess your circumstances) or to assist us to locate or communicate with you.

### Disclosures of your personal information

We may disclose to, and obtain from, the following organisations personal information about you for the purposes described above (as well as otherwise permitted by the Privacy Act):

- our affiliates and sales agents;
- other credit providers;
- any signatory or guarantor to the facility for which you are applying;
- any broker, financial, legal or other adviser acting in connection with your facility or application;
- regulatory and tax authorities in Australia and overseas;

- a credit reporting body or other business or other organisation that provides personal credit or commercial credit information (see ‘Exchange of information with credit reporting bodies’ below);
- entities and organisations involved in any rewards program;
- any insurer relating to your facility including consumer credit insurance to arrange and administer consumer credit insurance or any trade insurer for any purpose relating to an application for commercial credit;
- any person in connection with funding financial accommodation by securitisation;
- organisations wishing to acquire an interest in any part of our business for assessing or implementing any such acquisition;
- organisations that carry out functions on our behalf including mailing houses, data processors, researchers and collection agents; and
- to other organisations as further set out in our Privacy Policy and Credit Reporting Policy.

### Disclosures to overseas recipients

Some of the recipients to whom we disclose your personal information may be based overseas. It is not practicable to list every country in which such recipients are located but it is likely that such countries will include the United States of America, India, the Philippines and Singapore. Such overseas recipients may not be bound by the Privacy Act.

You acknowledge that by consenting to us disclosing your personal information to overseas recipients, Australian Privacy Principle 8.1 will not apply to the disclosure (which means that we will not be obliged under the Privacy Act to take reasonable steps to ensure that an overseas recipient does not breach the Australian Privacy Principles and we may not be liable under the Privacy Act if the recipient does not act consistently with the Australian Privacy Principles).

By using Citibank products and services you consent to disclosures to overseas recipients.

### Exchange of information with credit reporting bodies and other information services

We obtain credit reporting information and other credit-related information about you from CRBs, commercial credit information services and other information providers in circumstances permitted by the Privacy Act including the purposes for which we collect personal information described above.

If you have made an application for commercial credit, or have obtained commercial credit from us, you agree that we can obtain credit reporting information about you from a CRB for the purposes of assessing any application for commercial credit and collecting payments that are overdue in relation to commercial credit. You also agree that we can obtain, from any business providing information about commercial credit worthiness, commercial credit reports about you for the purposes of assessing applications for consumer or commercial credit.

We may disclose personal information about you (including credit information, such as details about the credit that we provide to you, your repayment history and any repayment defaults) to credit reporting bodies (CRBs). Our Credit Reporting Policy (available at [www.citibank.com.au/privacy](http://www.citibank.com.au/privacy)) contains information about credit reporting, including the CRBs with which we may share your personal information.

We may use your personal credit and commercial credit information as set out in our Credit Reporting Policy.

We have the right to conduct reviews of your facility from time to time and at our sole discretion. You acknowledge that we will provide personal information to a credit reporting agency as permitted by the Privacy Act for each review and that a credit report may be obtained from a credit reporting agency for the purpose of any such review.

### ***Our Policies (including how to access and correct information and make a complaint)***

You can view our Privacy Policy or Credit Reporting Policy at [www.citibank.com.au/privacy](http://www.citibank.com.au/privacy) or obtain a copy by calling us on 13 11 75. These policies include information as to how you can access and/or seek correction of the personal information we hold about you. A charge may apply for providing you with access to your personal information. Our Privacy Policy and Credit Reporting Policy also contain information as to how you can complain about a breach by us of the Privacy Act (including the credit reporting provisions in Part IIIA) or the Credit Reporting Code and how we will deal with such a complaint.

### **Your Marketing Communications Preferences**

Suncorp, Citigroup, their affiliate companies and their partners may use your personal information (including your telephone number, regardless of whether it is listed on the Do Not Call Register, and your email or other electronic addresses) to keep you informed about other products, services and offers which may be of interest to you. They may do this by phone, mail, email and SMS or other electronic messages (without an unsubscribe facility). We operate in several different lines of business including banking, credit cards, consumer finance, securities and insurance. These consents operate indefinitely and shall remain in effect unless and until you notify us that you do not want to receive such communications. If you do not wish to receive these communications please notify us in writing or by phone on 13 11 75. Note: If you have not told us that you do not wish to receive these communications by phone, you may be contacted even if you have registered your phone number on the national Do Not Call Register.

### **Call recording**

Your telephone calls and conversations with our representatives may be recorded and monitored for quality, training and verification purposes.

## **The following section does not apply to Business Accounts**

### **THINGS YOU SHOULD KNOW ABOUT YOUR PROPOSED CREDIT CONTRACT**

This statement tells you about some of the rights and obligations of yourself and your credit provider. It does not state the terms and conditions of your contract.

If you have any concerns about your contract, contact the credit provider and, if you still have concerns, your credit provider's external dispute resolution scheme, or get legal advice.

# The Contract

## 1. How can I get details of my proposed credit contract?

Your credit provider must give you a precontractual statement containing certain information about your contract. The precontractual statement, and this document, must be given to you before :

- your contract is entered into; or
- you make an offer to enter into the contract; whichever happens first.

## 2. How can I get a copy of the final contract?

If the contract document is to be signed by you and returned to your credit provider, you must be given a copy to keep. Also, the credit provider must give you a copy of the final contract within 14 days after it is made. This rule does not, however, apply, if the credit provider has previously given you a copy of the contract document to keep.

If you want another copy of your contract, write to your credit provider and ask for one. Your credit provider may charge you a fee. Your credit provider has to give you a copy:

- within 14 days of your written request if the original contract came into existence 1 year or less before your request; or
- otherwise within 30 days of your written request.

## 3. Can I terminate the contract?

Yes. You can terminate the contract by writing to the credit provider so long as:

- you have not obtained any credit under the contract; or
- a card or other means of obtaining credit given to you by your credit provider has not been used to acquire goods or services for which credit is to be provided under the contract.

However, you will still have to pay any fees or charges incurred before you terminated the contract.

## 4. Can I pay my credit contract out early?

Yes. Pay your credit provider the amount required to pay out your credit contract on the day you wish to end your contract.

## 5. How can I find out the pay out figure?

You can write to your credit provider at any time and ask for a statement of the pay out figure as at any date you specify. You can also ask for details of how the amount is made up.

Your credit provider must give you the statement within 7 days after you give your request to the credit provider. You may be charged a fee for the statement.

## 6. Will I pay less interest if I pay out my contract early?

Yes. The interest you can be charged depends on the actual time money is owing. However, you may have to pay an early termination charge (if your contract permits your credit provider to charge one) and other fees.

## 7. Can my contract be changed by my credit provider?

Yes, but only if your contract says so.

**8. Will I be told in advance if my credit provider is going to make a change in the contract?**

That depends on the type of change. For example

- you get at least same day notice for a change to an annual percentage rate. That notice may be a written notice to you or a notice published in a newspaper
- you get 20 days advance written notice for
- a change in the way in which interest is calculated; or
- a change in credit fees and charges; or
- any other changes by your credit provider; except where the change reduces what you have to pay or the change happens automatically under the contract.

**9. Is there anything I can do if I think that my contract is unjust?**

Yes. You should first talk to your credit provider. Discuss the matter and see if you can come to some arrangement.

If that is not successful, you may contact your credit provider's external dispute resolution scheme. External dispute resolution is a free service established to provide you with an independent mechanism to resolve specific complaints. Your credit provider's external dispute resolution provider is:

Financial Ombudsman Service Limited  
www.fos.org.au  
1300 780 808.

Alternatively, you can go to court. You may wish to get legal advice, for example from your community legal centre or Legal Aid.

You can also contact ASIC, the regulator, for information on 1300 300 630 or through ASIC's website at <http://www.asic.gov.au>.

## Insurance

**10. Do I have to take out insurance?**

Your credit provider can insist you take out or pay the cost of types of insurance specifically allowed by law. These are compulsory third party personal injury insurance, mortgage indemnity insurance or insurance over property covered by any mortgage. Otherwise, you can decide if you want to take out insurance or not. If you take out insurance, the credit provider cannot insist that you use any particular insurance company.

**11. Will I get details of my insurance cover?**

Yes, if you have taken out insurance over mortgaged property or consumer credit insurance and the premium is financed by your credit provider. In that case the insurer must give you a copy of the policy within 14 days after the insurer has accepted the insurance proposal.

Also, if you acquire an interest in any such insurance policy which is taken out by your credit provider then, within 14 days of that happening, your credit provider must ensure you have a written notice of the particulars of that insurance.

You can always ask the insurer for details of your insurance contract. If you ask in writing, your insurer must give you a statement containing all the provisions of the contract.

**12. If the insurer does not accept my proposal, will I be told?**

Yes, if the insurance was to be financed by the credit contract. The insurer will inform you if the proposal is rejected.

**13. In that case, what happens to the premiums?**

Your credit provider must give you a refund or credit unless the insurance is to be arranged with another insurer.

**14. What happens if my credit contract ends before any insurance contract over mortgaged property?**

You can end the insurance contract and get a proportionate rebate of any premium from the insurer.

## Mortgages

**15. If my contract says I have to give a mortgage, what does this mean?**

A mortgage means that you give your credit provider certain rights over any property you mortgage. If you default under your contract, you can lose that property and you might still owe money to the credit provider.

**16. Should I get a copy of my mortgage?**

Yes. It can be part of your credit contract or, if it is a separate document, you will be given a copy of the mortgage within 14 days after your mortgage is entered into.

However, you need not be given a copy if the credit provider has previously given you a copy of the mortgage document to keep.

**17. Is there anything that I am not allowed to do with the property I have mortgaged?**

The law says you cannot assign or dispose of the property unless you have your credit provider's, or the court's, permission. You must also look after the property. Read the mortgage document as well. It will usually have other terms and conditions about what you can or cannot do with the property.

**18. What can I do if I find that I cannot afford my repayments and there is a mortgage over property?**

See the answers to questions 22 and 23.

Otherwise you may

- if the mortgaged property is goods give the property back to your credit provider, together with a letter saying you want the credit provider to sell the property for you;
  - sell the property, but only if your credit provider gives permission first;
- OR
- give the property to someone who may then take over the repayments, but only if your credit provider gives permission first.

If your credit provider won't give permission, you can contact their external dispute resolution scheme for help.

If you have a guarantor, talk to the guarantor who may be able to help you.

You should understand that you may owe money to your credit provider even after the mortgaged property is sold.

**19. Can my credit provider take or sell the mortgaged property?**

Yes, if you have not carried out all of your obligations under your contract.

**20. If my credit provider writes asking me where the mortgaged goods are, do I have to say where they are?**

Yes. You have 7 days after receiving your credit provider's request to tell your credit provider. If you do not have the goods you must give your credit provider all the information you have so they can be traced.

**21. When can my credit provider or its agent come into a residence to take possession of mortgaged goods?**

Your credit provider can only do so if it has the court's approval or the written consent of the occupier which is given after the occupier is informed in writing of the relevant section in the National Credit Code.

## General

**22. What do I do if I cannot make a repayment?**

Get in touch with your credit provider immediately. Discuss the matter and see if you can come to some arrangement. You can ask your credit provider to change your contract in a number of ways

- to extend the term of your contract and reduce payments; or
- to extend the term of your contract and delay payments for a set time; or
- to delay payments for a set time.

**23. What if my credit provider and I cannot agree on a suitable arrangement?**

If the credit provider refuses your request to change the repayments, you can ask the credit provider to review this decision if you think it is wrong.

If the credit provider still refuses your request you can complain to the external dispute resolution scheme that your credit provider belongs to. Further details about this scheme are set out below in question 25.

**24. Can my credit provider take action against me?**

Yes, if you are in default under your contract. But the law says that you cannot be unduly harassed or threatened for repayments. If you think you are being unduly harassed or threatened, contact the credit provider's external dispute resolution scheme or ASIC, or get legal advice.

**25. Do I have any other rights and obligations?**

Yes. The law will give you other rights and obligations. You should also READ YOUR CONTRACT carefully.

**IF YOU HAVE ANY COMPLAINTS ABOUT YOUR CREDIT CONTRACT, OR WANT**

**MORE INFORMATION, CONTACT YOUR CREDIT PROVIDER. YOU MUST ATTEMPT TO RESOLVE YOUR COMPLAINT WITH YOUR CREDIT PROVIDER BEFORE CONTACTING YOUR CREDIT PROVIDER'S EXTERNAL DISPUTE RESOLUTION SCHEME. IF YOU HAVE A COMPLAINT WHICH REMAINS UNRESOLVED AFTER SPEAKING TO YOUR CREDIT PROVIDER YOU CAN CONTACT YOUR CREDIT PROVIDER'S EXTERNAL DISPUTE RESOLUTION SCHEME OR GET LEGAL ADVICE.**

**EXTERNAL DISPUTE RESOLUTION IS A FREE SERVICE ESTABLISHED TO PROVIDE YOU WITH AN INDEPENDENT MECHANISM TO RESOLVE SPECIFIC COMPLAINTS. YOUR CREDIT PROVIDER'S EXTERNAL DISPUTE RESOLUTION PROVIDER IS FINANCIAL OMBUDSMAN SERVICE LIMITED AND CAN BE CONTACTED AT GPO BOX 3, MELBOURNE VIC, 3001 OR BY CALLING 1300 78 08 08 OR VISITING [WWW.FOS.ORG.AU](http://WWW.FOS.ORG.AU).**

**PLEASE KEEP THIS INFORMATION STATEMENT. YOU MAY WANT SOME INFORMATION FROM IT AT A LATER DATE.**

**You should also READ YOUR CONTRACT carefully. IF YOU HAVE ANY DOUBTS, OR WANT MORE INFORMATION, CONTACT YOUR GOVERNMENT CONSUMER AGENCY OR GET LEGAL ADVICE. PLEASE KEEP THIS INFORMATION STATEMENT. YOU MAY WANT SOME INFORMATION FROM IT AT A LATER DATE.**

For more information on Suncorp Clear Options Credit Cards visit us at **suncorpbank.com.au** or call **13 11 75**

Platinum Cardholders should call

**1800 070 524**

For card activation, call

**1300 203 074**

If you are calling from overseas please call

+61 7 3362 1712

For general correspondence please write to

GPO Box 40  
Sydney NSW 2001

For privacy related enquiries you may contact our Privacy Officer at [privacy.officer@citi.com.au](mailto:privacy.officer@citi.com.au)  
or write to:

GPO Box 204  
Sydney NSW 2001

Alternatively you may call us on the number above.

Contact us for more information  
or to change your details:



Call 13 11 75

www

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



Visit your local branch or agency



Mail to GPO Box 1453, Brisbane QLD 4001



Fax 07 3031 2250

SUNCORP BANK 