

# Important information about your credit card account (“Account”)

This notice is provided to you with your December 2013 statement of Account and details changes to the terms and conditions of your account and notices that we are required to provide you under the Privacy Act. Please read this carefully and retain it for your records:

## 1. Changes to your *Terms and Conditions for Suncorp Bank Clear Options Credit Cards*:

- Use of the Account for the purpose of gambling is prohibited;
- Enhancements to our right to close the Account if allowing it to remain open may detrimentally impact our reputation;
- Updates to the Privacy section of your terms and conditions;
- Changes as to how excess payments are treated under fixed term repayment arrangements;

## 2. Changes to your *Non-Cash Payment Facilities Terms and Conditions*:

- Updates to reflect your enhanced rights under the revised Code of Banking Practice;

## 3. Information you need to know about the collection, use and disclosure of your credit related information:

- How we share information with credit reporting bodies, the types of information we share and your rights in relation to that information.

## 1. Changes to your *Terms and Conditions for Suncorp Bank Clear Options Credit Cards* effective 1 February 2014

- **Clause 5(c)** is deleted and replaced with the following:
  - (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.
  
- **Clause 17(c)** is deleted and replaced with the following:
  - (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.
  
- **Clause 42(h)** is deleted and replaced with the following:
  - (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.
  
- The section titled **'Privacy'** is deleted and replaced by the following:

## ***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; and
- organisations that carry out functions on our behalf including mailing houses, data processors, researchers and collection agents;
- 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.

## **2. Changes to your *Non-Cash Payment Facilities Terms and Conditions* effective 1 February 2014**

**In Part 2 – Citibank Non-Cash Payment Facilities, the following is amended:**

- The following words are inserted under the existing paragraph headed ***Secure the safety of your Card***:

### ***Disputing transactions debited to your Card***

If you dispute a transaction that has been debited to your Card, you must notify us as soon as possible. We will claim a chargeback right on your behalf where one exists and will not accept a refusal of a chargeback by a merchant's financial institution unless it is consistent with the relevant Card scheme rules. For further information refer to *'clause 19. Errors and Questions'*.

- The definition of '**you**' in clause 1.1 is deleted and replaced with the following:

**you** means the person or persons in whose name the Account is held. If the Account is held in the name of more than 1 person, you means each of the persons named separately and every 2 or more of them jointly. You includes your successors and assigns. **Your** (or your) takes a corresponding meaning.

- **Clause 4** is deleted and replaced with the following:

#### **4. Liability for Loss**

There is a risk of unauthorised access to your Account if another party comes into possession of your lost or stolen Card. Refer to the Terms and Conditions in Part 2, Section B of this booklet for details on Card and Code security, lost or stolen Card or Code, what to do if you lose your Card or Code and liability for Unauthorised Transactions.

If you or an Additional Cardholder do not observe your obligations under these Terms and Conditions or act negligently or fraudulently in respect of any Non-Cash Payment Facilities, it may cause us loss. You will be liable for any loss or damage which you or an Additional Cardholder cause us except to the extent that the loss or damage was caused by our fraud or negligence.

- **Clause 19.6** is deleted.

**In Part 3 – General Terms and Conditions applying to all Suncorp Bank Non-Cash Payment Facilities and Citibank Non-Cash Payment Facilities, the following is amended:**

- **Clause 1** is deleted and replaced with the following:

#### **1. Code of Banking Practice**

1.1 Where the Code of Banking Practice applies to a Transaction, the relevant provisions of the Code of Banking Practice will apply to that service and Citibank and Suncorp Bank will observe the relevant provisions of the Code of Banking Practice.

1.2 Citibank and Suncorp will provide you with a copy of the Code of Banking Practice on request.

1.3 General descriptive information on the following is contained in your Account Conditions or these Terms and Conditions and can be provided on request:

- (1) account opening procedure;
- (2) our obligations regarding the confidentiality of your information;
- (3) complaint handling procedures;
- (4) cheques, including bank cheques;
- (5) the advisability of you informing us promptly when you are in financial difficulty; and
- (6) the advisability of you reading the terms and conditions applicable to the relevant banking service in full.

### 3. Information you need to know about the collection, use and disclosure of your credit related information

This notice contains important information as to how Citigroup Pty Limited (“our”, “we”, “us”) share your credit-related information, with credit reporting bodies (CRBs). Further information as to the types of credit related information that we collect, use and share is contained in our Credit Reporting Policy which is available at [www.citibank.com.au/privacy](http://www.citibank.com.au/privacy) or by calling 13 11 75.

#### CRBs with whom we share information

- 1) We may share your information with the following CRBs:

Veda Advantage

Veda - Customer Resolutions

PO Box 964

North Sydney

NSW 2059

1300 762 207

[corrections@veda.com.au](mailto:corrections@veda.com.au)

You may obtain a copy of Veda Advantage’s policy about its management of credit reporting information via its website [www.mycreditfile.com.au](http://www.mycreditfile.com.au).

Experian Australia Credit Services Pty. Ltd.

Attn: Credit Report

PO Box 1969

North Sydney, NSW 2060

Telephone: 1300 783 684

[creditreport@au.experian.com](mailto:creditreport@au.experian.com)

You may obtain a copy of Experian’s policy about its management of credit reporting information via its website [www.experian.com.au](http://www.experian.com.au).

Dun and Bradstreet

Attn: Public Access Centre

PO Box 7405

St Kilda

Victoria

3004

1300 734 806

[pac.austral@dnb.com.au](mailto:pac.austral@dnb.com.au)

You may obtain a copy of Dun and Bradstreet’s policy about its management of credit reporting information via its website [www.checkyourcredit.com.au](http://www.checkyourcredit.com.au).

## **Use of your information for the purpose of credit reporting**

- 2) The information we and other credit providers provide to CRBs may be included in reports prepared by the CRB provided to credit providers to assist them to assess your credit worthiness.

## **Information we may provide to the CRB**

- 3) Our Credit Reporting Policy contains information as to the types of information we may provide about you to CRBs. This may include information regarding the fact that you have applied for credit, that we are currently a credit provider to you, the type and amount of credit we have provided to you and your repayment history. If you fail to meet your payment obligations in relation to the credit we provide you or you commit a serious credit infringement, we may be entitled to disclose this to the CRB;

## **Your rights or access, correction and complaints in relation to credit-related information**

- 4) Under the Privacy Act you are entitled to access the personal information, including credit-related personal information, held by us about you (a charge may apply for providing you with access) and to seek the correction of that information if you believe it to be incorrect. You are also entitled to make a complaint about our handling of such information, about a breach by us of the Privacy Act (including the credit reporting provisions in Part IIIA) or the Credit Reporting Code. If you are not satisfied with our response to such a request or complaint you are entitled to refer the matter to external dispute resolution or the Information Commissioner. Our Privacy Policy and Credit Reporting Policy contain information as to how you can make an access or correction request or how you can complain about our handling of your information and how we will handle such requests and complaints

## **Your rights in relation to CRBs**

- 5) A CRB may use your credit reporting information to assist a credit provider to market to you by pre-screening you for direct marketing by the credit provider by ensuring you meet certain criteria. This process is known as a “pre-screening”. If you do not want any of the CRBs listed above to use your information for the purpose of pre-screening, you have the right under the Privacy Act to request that they exclude you by contacting them using the details provided.

- 6) You are also entitled under the Privacy Act to request that a CRB not use or disclose credit reporting information they hold about you in circumstances where you reasonably believe that you have been or are likely to be a victim of fraud, including identity-related fraud. The period while this applies is called a “ban period”. You can also make such a request to any of the CRBs listed above by contacting them using the details provided.

#### **Other disclosures of credit related information**

We may additionally disclose your credit related information to related bodies corporate and service providers, some of which may be located outside Australia. It is not reasonably practicable to list all of the countries to which your information may be transmitted from time to time but it is likely that such countries will include Singapore, India, the Philippines and the United States of America.

If you are unclear on any of the information or specified changes, please do not hesitate to contact us on **13 11 75** and we will be happy to assist you 24 hours a day, seven days a week.

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