

Offset Savings Account

Terms and Conditions.

Effective 1 June 2022

National Australia Bank Limited (ABN 12 004 044 937, AFSL and Australian Credit Licence 230686) ("NAB"), is the issuer of Citi branded financial products. NAB has acquired the business relating to these products from Citigroup Pty Limited (ABN 88 004 325 080, AFSL and Australian credit licence 238098) ("Citi") and has appointed Citi to distribute and assist to administer the products. NAB is an Authorised Deposit-taking Institution (ADI). Under the Australian Government's Financial Claims Scheme your deposits with NAB (including under these terms and conditions) may be guaranteed up to \$250,000 per account holder per ADI. Citi holds no deposits.

"Citi", "Citibank", "Citigroup", the Arc design and all similar trade marks and derivations thereof are used temporarily under licence by NAB from Citigroup Inc. and related group entities.

This document:

- **Does not form part of your Citi Home Loan Facility Agreement - Terms and Conditions**
- **Applies if you have a Citibank Offset Savings Account**



Contents

IMPORTANT INFORMATION

The Citibank Offset Savings Account (Account) will be issued to you by National Australia Bank Limited (NAB). National Australia Bank Limited is the credit provider and issuer of Citi branded financial and credit products. NAB has acquired the business relating to these products from Citigroup Pty Limited (Citi) and has appointed Citi to distribute and assist to administer the products.

The terms and conditions of the Account are set out in this document. It is important that you read the terms and conditions before making a decision to open an Account.

The Non-Cash Payment Facilities Terms and Conditions sets out the terms and conditions in relation to, among other things, the use of debit cards, *digital services* (including Citi Mobile App and Citi Online), Citiphone, electronic transfers, scheduled transfers, direct debits and cheques in relation to your Account. Those terms and conditions form part of the terms and conditions applying to and in respect of your Account.

If you have any questions about the Account, please call the Customer Service Centre on 13 24 84 (within Australia) or +61 2 8225 0615 (from overseas).

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OFFSET SAVINGS ACCOUNT

TERMS AND CONDITIONS

- These terms and conditions govern the Citibank Offset Savings Account.
- You should read this document carefully and keep it for your future reference.

1. DEFINITIONS AND INTERPRETATION

1.1. Definitions

In these terms and conditions, unless the context requires other wise:

- (1) Account means your Offset Savings Account.
- (2) Authority to Operate means an authority to operate the Account to be completed and signed by you in a form satisfactory to us.
- (3) Business Day means unless otherwise indicated in these terms and conditions, a business day is a day on which banks are open for business in Sydney, but does not include a Saturday, Sunday or a public holiday.
- (4) Citi means Citigroup Pty Limited (ABN 88 004 325 080), AFSL and Australian credit licence 238098, unless the context otherwise requires. For example, some of the features or services provided in connection with this agreement include the "Citi" name but are provided by NAB, such as Citi Online or the Citi Mobile App.
- (5) Debit Card means any debit card including a virtual card or other digital equivalent of a debit card, contactless device or other device authorised by us for use on your Account, which may be called "Citi Debit Card", or by another name.
- (6) *Digital services* refers to *digital services* provided by us which allow you to access your account via the internet or our mobile

application. This includes Citi Mobile App and Citi Online.

- (7) Facility Agreement means the credit contract that you enter with us for your Loan (it may cover other loans or revolving credit accounts as well).
- (8) Loan means a Citi home loan or revolving credit facility which we have determined is available to have an Offset Savings Account linked to the account established for it.
- (9) Loan Application Form means the application form you complete when you apply for the Loan and will be used to open your Offset Savings Account.
- (10) NAB, *we, our, us* means National Australia Bank Limited (ABN 12 004 044 937, AFSL and Australian Credit Licence 230686), unless the context otherwise requires)
- (11) Offset Mortgage Account means an account established for the Loan which you have requested to be linked to your Account.
- (12) Referrer means a person who introduces business to us.
- (13) You and your means the person or persons in whose name the Account is held.

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, and it includes a reference to any regulation, rule, statutory instrument, by-law or other subordinate legislation made under that law, and any legislation, treaty, judgment, rule of common law or equity or rule of any applicable stock exchange whether domestic or foreign.
- (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.
- (4) If a payment or other act must (but for this clause) be made or done on a day that is not a Business Day, then it must be made or done on the next Business Day.
- (5) If a period occurs from, after or before a day or the day of an act or event, it excludes that day.

2. ACCOUNT OPENING PROCEDURES

2.1. Loan Application Form

You can only open an Account if you have also applied for an Offset Mortgage Account. Before you open an Account, you must complete and return to *us* a Loan Application Form.

2.2. Acceptance of application by NAB

NAB or your Referrer will advise you if your Loan application is not accepted. If your Loan application is not accepted your application to open an Offset Savings Account is simultaneously rejected. *We* may decide in *our* absolute discretion whether or not to accept your application. *We* are not obliged to provide

you with reasons if it decides not to accept an application for an Offset Savings Account.

2.3. Account Opening

Your Account will be opened after we have approved your Loan application and on or before settlement of your Loan. Your Account must be opened in the same name or names as appear on your Offset Mortgage Account.

2.4. You are bound by terms and conditions

When you, or someone you have authorised, use your Account for the first time or activate your Debit Card, you agree to be bound by these terms and conditions. If you do not accept our offer:

- do not sign your Debit Card or use the Account (or let any authorised signatories do so);
- destroy your PIN - do not return your PIN advice to *us*; and
- tell us straight away by calling the Customer Service Centre on 13 24 84 (within Australia); or +61 2 8225 0615 (from outside Australia).

2.5. Joint Account

Where the Account is held in the name of more than one person:

- (1) upon the death of one Account holder, title to your Account will vest with the surviving Account holder or holders (subject to other claims);
- (2) the terms and conditions of your Account will apply to each of you jointly and individually; and
- (3) you may not authorise *us* to act on your telephone or Citi Online instructions if the operation of your Account requires more than 1 signatory.

2.6. Authority to operate

In the event that there are joint borrowers on the Loan, we will open your Account on the

basis that all borrowers can independently operate the Account. However, you may change this method of operation by providing us with an Authority to Operate. You may provide us with a new Authority to Operate at any time.

If you authorise one or more of you or one or more other persons to operate your Account, sign cheques, or give orders or other instructions:

- (1) the authorisation will continue to apply until:
 - (a) it expires, if it is for a limited period; or
 - (b) one or more of you revokes or replaces it by notifying us in writing or act inconsistently with it (which any of you may do at any time); or
 - (c) it is otherwise terminated; and
- (2) until it expires or is revoked, replaced or terminated, we can rely on that authority and each of you is bound by the actions of the authorised persons.

You are responsible to us for any liability incurred on or in respect of your Account, including any liability that arises from us acting on your instructions or in accordance with any Authority to Operate.

2.7. Disputes in the operation of your Account

- (1) If we become aware of, or have reasonable grounds to suspect that there is, a dispute between any of the Account holders or any parties we consider relevant to the Account, we may (at our absolute discretion) suspend transactions on your Account.
- (2) To remove the suspension we will need to receive written instructions from all Account holders and relevant parties requesting that we lift the suspension.

2.8. Change in details

You must notify us in writing of any change in the details you supply in your Loan Application Form, or you later notify to us, as soon as

possible. We may accept other forms of notice at our discretion.

3. INFORMATION ON REQUEST

- 3.1. The following information is available from us on request:
 - (1) Current interest rates;
 - (2) The nature and amount of current standard fees and charges payable in respect of the Account;
 - (3) The nature and amount of the charges levied for providing account management services;
 - (4) Terms and conditions on which any account management services are provided; and
 - (5) Minimum and maximum transactions and ongoing balance requirements.
- 3.2. General descriptive information about our account management services including information about:
 - (1) Account opening procedures;
 - (2) Our obligations regarding the confidentiality of your information;
 - (3) Complaint handling procedures;
 - (4) 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 applying to the relevant account management service, is available on request by calling the Customer Service Centre on 13 24 84, 24 hours a day 7 days a week and by going to our website at citibank.com.au.

4. BALANCE AND TRANSACTION AMOUNT REQUIREMENTS

- 4.1. There is no limit to the Amount you may deposit in your Account. However an Australian dollar daily withdrawal limit applies to ATM and point of sale (“POS”) cash transactions and transactions performed through *our digital services* and Citiphone. Please refer to the Non-Cash Payment Facilities Terms and Conditions for more information. *We* reserve the right to vary the nature and amount of these requirements in accordance with clause 16.

5. DEPOSITS

- 5.1. You may deposit funds in Australian currency into the Account by:
- (1) Cash;
 - (2) Cheque;
 - (3) Electronic transfers;
 - (4) SWIFT/Telegraphic transfers;
 - (5) by using our *digital services* including Citi Mobile App and Citi Online;
 - (6) Citiphone; or
 - (7) Any other method as *we* may approve from time to time.
- 5.2. Funds deposited will not be credited to the Account or made available for withdrawal until cleared.
- 5.3. All cheques must be made payable to the Account holder’s name or National Australia Bank Limited, followed by the account number.

6. FEES, CHARGES AND TAXES

- 6.1. Fees and charges may apply to your Account and are debited to your Account monthly (in the case of a Monthly Account Keeping Fee) or when fees are charged. These are set out in the Ongoing fees and charges for operating on

accounts and account keeping fees and annual fees in your Home Loan Facility Agreement or similar document that we provide you. *We* reserve the right to vary the nature and amount of fees charged in accordance with clause 12.

- 6.2. *We* may debit your Account with any government charges or taxes that relate to your Account, including those which are introduced or become applicable to your Account after its commencement.

7. REFERRERS

- 7.1. A fee may be payable by *us* to an introducer for the introduction of your credit business, inclusive of your Offset Savings Account. Any such fee will be paid by *us* and is not an additional fee or charge payable by you.

8. SET-OFF AND REPAYMENT

- 8.1. *We* may (subject to clause 9.3 below) apply and/or set-off any money you have in your Account against amounts owing on your Offset Mortgage Account or any other account you have with *us*. If it does so, the balance of your Account will reduce by the amount applied or set off.
- 8.2. *We* may (subject to clause 9.3 below) at any time combine your Account with your Offset Mortgage Account or any other account you have with *us*. *We* may combine accounts without giving you prior notice but if *we* decide to do this, *we* will tell you promptly afterwards. If *we* combine any of your accounts with *us*, you will end up with only one balance.
- 8.3. *We* may not apply and/or set-off an amount in your Account against, or combine with another account, any amounts which are in genuine dispute between you and *us*. *We* may exercise this right after your death or incapacity.

9. CLOSURE OF ACCOUNT

- 9.1. If we approve your Loan and you do not proceed with the Loan, we will close the Account shortly after we receive notification or determine, acting reasonably, that the Loan is not proceeding.
- 9.2. If you close or discharge your Offset Mortgage Account or you repay the balance owing on your Loan, we will close the Account within 60 days of you closing or discharging your Offset Mortgage Account or when you repay the balance owing on your Loan.
- 9.3. We reserve the right to close your Account at any time by giving you 30 days written notice to your last notified mailing address. In certain circumstances, we may also give notice by newspaper advertisement.
- 9.4. If the Account is closed and there is a credit balance in the Account, we will apply the balance in the Account to the balance in your Offset Mortgage Account or forward a cheque for the balance to your last notified mailing address or transfer any credit balance into another Citi account held by You.

10. BANKING CODE OF PRACTICE

- 10.1. Under the Banking Code of Practice, a customer is treated as a business if they apply for, or receive, a banking service for a purpose that is wholly or predominantly a trading or commercial purpose, and where the National Credit Code does not apply.

The relevant provisions of the Banking Code of Practice apply to banking products and services (including those the subject of these terms and conditions) we provide to you where you are an individual who is not treated as a business under the Banking Code of Practice or you are a small business as defined in that Code, subject to some exceptions specified in the Code. To find out more, please refer to the Australian Banking Association website at ausbanking.org.au.

- 10.2. You can find a copy of the Banking Code of Practice as adopted by us from time to time at citibank.com.au. Alternatively, if you would like a hard copy you can contact us and we will send you a copy of the Code.

11. VARIATION

- 11.1. We may:
 - (1) change the amount of any fee or charge;
 - (2) change the frequency of payment of any fee or charge;
 - (3) change the basis for calculating any fee or charge;
 - (4) introduce new fees and charges;
 - (5) vary the frequency with which interest is debited if your Account is overdrawn or the way interest on overdrawn amounts is calculated;
 - (6) vary the account number we use to identify an Account; and
 - (7) vary any other term of these terms and conditions.
- 11.2. A term of these terms and conditions, or a right created under it, may not be waived except in writing signed by the party or parties to be bound.

12. NOTICES

- 12.1. Notices, certificates, consents and other communications in connection with these terms and conditions must be in writing or in any other form permitted below.
- 12.2. We will provide you with notice in writing of changes to the terms and conditions of your Account at least 30 days before the change takes effect for the following changes:
 - (1) the introduction of new fees and charges or an increase in a fee or charge;

- (2) a change to the frequency with which interest is debited to your Account if it is overdrawn or the method of calculation of interest on overdrawn amounts; or
- (3) we believe the change is unfavourable to you, subject to clause 13.3.

12.3. We may give you a notice period of less than 30 days, or no notice, even if we believe the change is unfavourable to you if:

- (1) it is reasonable for us to manage a material and immediate risk;
- (2) there is a change to, or introduction of a government charge that you pay directly, or indirectly, as part of your banking service. In that case, we will tell you about the introduction or change reasonably promptly after the government notifies us of it (however, we do not have to tell you about it if the government publicises the introduction or change);
- (3) the Banking Code of Practice says we may give you a shorter notice period or no notice; or
- (4) it is a change that is required to immediately restore or maintain the security of a system or an individual facility, including the prevention of systemic or individual criminal activity, including fraud.

12.4. For any other change we will notify you in writing or by newspaper advertisement no later than the day on which the change takes effect (unless the change is a reduction in a government charge in which case we will only notify you if the reduction is not published by the relevant government body).

Where notice is by newspaper advertisement, we will give you particulars of the change before or when the next statement of account is sent to you after the change takes effect.

12.5. Communications to you may be signed by any authorised officer or agent of *ours* and are received by you if:

- (1) given personally (if you are a company, to one of your directors);
- (2) left at an address nominated in writing by you, or if you did not nominate an address, at your residential address last known to us;
- (3) sent by post to an address nominated in writing by you, or if you did not nominate an address, to your residential address last known to us; or
- (4) given in any other way you agree (for example you may choose to receive communications by email or by Citi Online).

12.6. Communications to us must be and are received by us if:

- (1) given personally to one of our employees at our registered office;
- (2) sent by prepaid post to Customer Relations Unit - (Reply Paid) GPO Box 204, Sydney NSW 2001; or
- (3) given by any other means we will tell you in writing is acceptable to us.

If you are a company they must be signed by at least one director.

12.7. Communications take effect from the time they are received unless a later time is specified in the communication.

12.8. Communications and notices are taken to be received if:

- (1) sent by post, on the day they would be received in the ordinary course of post; or
- (2) made by newspaper advertisement, when they are first published.

12.9. You must tell us as soon as possible if you change your name, address or email address.

12.10. We may serve any document in a court action (including a writ of summons, other originating process, or third or other party notice) on you by delivering it to the address of the secured property or by leaving it there. This clause does not prevent any other method of service.

13. GENERAL PROVISIONS

13.1. Invalid or unenforceable provisions

If a provision of these terms and conditions is invalid or unenforceable in a jurisdiction, it is to be read down or severed in that jurisdiction to the extent of the invalidity or unenforceability, and that fact does not affect the validity or enforceability of that provision in another jurisdiction or the remaining provisions.

13.2. Waiver and exercise of rights

A single or partial exercise of a right by *us* does not preclude another exercise or attempted exercise of that right or the exercise of another right. Failure by *us* to exercise or delay in exercising a right does not prevent its exercise or operate as a waiver.

13.3. Assignment and Transfer of interests

This contract cannot be assigned or transferred by you without our prior written consent. We may deal with, assign or transfer any of our rights or interests under this contract without your consent where, in our reasonable opinion, that dealing, assignment or transfer is to comply with domestic or foreign laws (including foreign reporting requirements) or is not likely to be detrimental to you.

13.4. Actions that we may take

Without limiting any other rights we have, we may be required by domestic or foreign law to take one or more of the following actions:

- (1) Obtain information from you (both as part of opening your Account and on an ongoing basis while you hold the Account);
- (2) Report information in respect of your Account to a government, regulator or authority (whether domestic or foreign);
- (3) In the event that you do not provide the required information upon request or consent to *us* providing information in respect of your Account to the relevant government, regulator or authority, we

may be required to take steps to close or transfer your Account, withhold or deduct payments due to your Account or block a payment or transaction.

13.5. Governing Law and Jurisdiction

These terms and conditions are governed by the same laws that govern your Facility Agreement. If there is no Facility Agreement, these terms and conditions are governed by the laws of the place where you reside (if in Australia) at the time of opening your Account. If you reside in different States or Territories or you do not reside in Australia these terms and conditions are governed by the laws of New South Wales. You and we submit to the non-exclusive jurisdiction of the courts of the applicable place.

14. INTEREST

14.1. No interest is earned on the Account even if the credit balance of the Account exceeds the unpaid balance of your Offset Mortgage Account.

14.2. While you have both an Account and an Offset Mortgage Account and they are linked:

- (1) the daily interest charges which would otherwise be payable on a day under your Offset Mortgage Account will be calculated by deducting the credit balance of the Account from the unpaid balance of your Offset Mortgage Account at the end of the day and then applying the relevant daily percentage rate (being the relevant annual percentage rate divided by 365) to the result; and
- (2) this clause overrides, and operates instead of, the clause setting out how interest will be calculated on your Offset Mortgage Account in your Facility Agreement.

14.3. If your Loan has been repaid and a credit balance remains in the Account no interest is payable on the credit balance.

15. OPERATING YOUR ACCOUNT

15.1. General

You may operate your Offset Savings Account including withdrawing available funds by all or any of the means of services set out below:

- (1) Debit Card;
- (2) *Digital services* including Citi Mobile App and Citi Online;
- (3) Citiphone;
- (4) Electronic transfers
- (5) Scheduled transfers;
- (6) Direct debits and recurring debit card instructions;
- (7) SWIFT/Telegraphic Transfers;
- (8) BPAY® payments;
- (9) Cheques;
- (10) Any other means as we may approve from time to time.

15.2. The Non-Cash Payment Facilities Terms and Conditions provided to you at the same time as these terms and conditions (as they are amended from time to time) apply to any use of cheques, a debit card, BPAY®, Citiphone, *digital services* and direct debits to access your Account. They tell you, among other things:

- (1) about any daily transaction limit or other applicable periodic limits;
- (2) whether, and if so how, you may alter or stop any payment from your Account using any of these methods;
- (3) how to alter and cancel payments for direct debits, recurring debit card instructions and scheduled transfers;
- (4) about the importance of safeguarding your payment documents (including cheques), debit card and any access methods or codes you use with your debit card or *digital services* and to notify us immediately if any of these are lost or misused; and

- (5) how to notify us if your debit card is lost or stolen or the security of any code or access method is breached and the consequences of failing to do so.

A copy of the Non-Cash Payment Facilities Terms and Conditions is also available by calling the Customer Service Centre on 13 24 84, 24 hours a day 7 days a week and in the 'Important Information' section on our website citibank.com.au.

16. STATEMENTS

We will send you a statement of account at least every six months or more frequently if you ask us to. A detailed paper statement will be sent to your nominated address or, if you elect, we may provide you with statements relating to your Account either:

- (a) by email; and/or
- (b) by making the statement, notice or information available at our website. We will alert you by email to the availability of this information and provide you with the ability to readily retrieve and retain this information.

You may also access up to the last three years of your statement history for your Account at citibank.com.au.

17. LIABILITY OF ACCOUNT HOLDER

Any amount overdrawn on your Account (including any liability that arises from us acting on your instructions or in accordance with any Authority to Operate) will be a debt owed to us and will be repayable immediately. Fees may apply if you overdraw your account - see the Ongoing fees and charges for operating on accounts and account keeping fees and annual fees in your Home Loan Facility Agreement for fees that apply. In addition, we may charge you overdraft interest on the overdrawn amount

until the overdrawn amount is repaid. Overdraft interest is calculated using the Unarranged Casual Overdraft Interest Rate. We calculate the interest on a daily basis, by applying that rate divided by 365 except in a leap year when it is 366 to the daily unpaid overdrawn amount and debit it your Account each month (on the first business day of the next month). It is also debited when your account is closed. You can find out what the current interest rate is by accessing citibank.com.au/interest-rates.

18. RECORDING CONVERSATIONS

The Telecommunications (Interception) Act 1979 (Cth) requires us to make you aware that telephone conversations between a customer and our representative may be monitored and/or recorded for quality, training and verification purposes.

19. DISPUTES AND COMPLAINTS

If you have a complaint about our account management services, you should take the following steps:

- call the Customer Service Centre on 13 24 84, 24 hours a day 7 days a week and let us know what the problem is;
- make a complaint in writing to:
Customer Relations Unit - (Reply Paid)
GPO Box 204
Sydney NSW 2001;
- email us at any time through citibank.com.au by going to:
 - (a) "Contact us" link
 - (b) then, click on "Lodging a complaint".

Once you have contacted us, we will begin the process of investigating and resolving your complaint. We will try to resolve your complaint quickly and fairly, however some complaints do take more time than others. If we anticipate that

your complaint will take longer than 21 days to resolve, we will contact you within this time to provide you with an update on our progress. If we are unable to resolve your complaint within 30 days (or within 21 days if it involves a hardship notice, default notice or request to postpone enforcement), we will:

- (a) tell you the reasons for the delay;
- (b) tell you the date by which you can reasonably expect to hear the outcome of our investigation; and
- (c) give you monthly updates on the progress;
- (d) tell you about your right to complain to the Australian Financial Complaints Authority (AFCA) if you are dissatisfied; and
- (e) provide you with contact details for AFCA (also set out below).

For complaints involving hardship notice, default notice or request to postpone enforcement, exceptions apply to the 21 day timeframe if we do not have sufficient information to make a decision or we reach an agreement with you. If we require further information from you, then we will request it within 21 days of receiving the complaint.

We also have a Customer Advocate whose role is to promote fair customer outcomes, advise and guide our complaints teams on how best to resolve complaints, and recommend changes to our policies, procedures and processes

If you do not feel your complaint has been resolved in a satisfactory manner you can go to the Australian Financial Complaints Authority (AFCA):

Mail: GPO Box 3
Melbourne VIC 3001
Phone: 1800 931 678 (free call)
Email: info@afca.org.au
Website: afca.org.au

The Australian Securities and Investments Commission also has a free information line on 1300 300 630 which you may use to get more

information on your rights, and how to make a complaint.

20. FINANCIAL CLAIMS SCHEME

The Australian Government's Financial Claims Scheme ('**FCS**') provides a guarantee for deposits of eligible Authorised Deposit-taking Institutions including Australian banks, building societies and credit unions.

FCS provides a safety net for deposits up to \$250,000 per account holder per institution.

Deposits under these terms and conditions are with NAB and not with Citi. The guarantee limit under the FCS will apply to the aggregate of deposits under these terms and conditions held with NAB, together with any other deposits you have with NAB.

Information about the Financial Claims Scheme can be obtained at fcs.gov.au.

Please note that the Financial Claims Scheme does not cover currency accounts in a foreign currency.

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For more information on your account,
visit us at

citibank.com.au

or call the Customer Service Centre

13 24 84

or +61 2 8225 0615 if outside Australia
24 hours a day, 7 days a week



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