

Notice of changes to your Credit Card Terms and Conditions and Other Important Information

These changes form part of, and must be read in conjunction with your existing Credit Card Terms and Conditions and Other Important Information. These changes are effective on 1 July 2019.

It is important that you read this notice carefully and retain it for your records.

Interpretation of this Notice

1. If a section or sub section is not specifically mentioned in this document it remains unchanged.
2. Section numbers as listed in this notice relate directly to the section numbers in your terms and conditions.



Changes to your Credit Card Terms and Conditions and Other Important Information effective 1 July 2019

The Australian Banking Association (ABA) has published the new Banking Code of Practice (Banking Code) which replaces the Code of Banking Practice. As a member of the ABA, Citigroup Pty Limited has agreed to adopt the Banking Code and this introduces some changes to the way we provide banking services to individuals and small businesses, including in connection with your account. These changes apply from 1 July 2019.

Changes apply to the section titled Part A: Credit Card Terms and Conditions

- **Section 7 - Default, suspension and closure**

Default

If you are a small business, we can only take default based action for certain events of non-monetary default. Accordingly, the second bullet point under the heading "**Default**" is deleted in its entirety and replaced with:

- *if we reasonably believe that:*
 - *there has been fraud or misrepresentation in relation to the approval or operation of your account;*
 - *you have not complied with the law;*
 - *it becomes unlawful for you or us to continue with this agreement;*
 - *if you are not a small business, you or an additional cardholder have breached any of these conditions (including because you use the account for a purpose not approved by us); or*
 - *if you are a small business, you use the account for a purpose not approved by us.*

Consequences of default

The following is added after the last paragraph under the section headed "**Consequences of default**":

Additionally, if you are a small business, we will only act on a non-monetary default if the default is material, or we reasonably consider the event has had, or is likely to have a material impact on:

- *your ability to meet your financial obligations to us;*
- *our credit risk (or our ability to assess it); or*
- *our legal or reputation risk where you have not complied with the law, there has been misrepresentation or you have used the account for an unapproved purpose.*

When we can close, cancel or suspend your account or any payment facility

Also, the following change is made to the section headed "When we can close, cancel or suspend your account or any payment facility". The first bullet point in the second paragraph which reads "your account is in default" is removed.

- **Section 8 - Interest charges and Section 9 - Fees and other charges you must pay**

You can ask us to provide you with information on standard fees and charges and any interest rates. Accordingly, we have included following at the end of section 8 "***Interest charges***":

Information on any APR is available on request.

We have also included the following at the end of section 9 "***Fees and other charges you must pay***":

Information on current fees and charges is available on request.

- **Section 11 - Changes**

The way we can make changes to the terms and conditions without your consent has been updated under the Banking Code. This includes how we tell you about changes and how much notice we have to give you. Accordingly, the second paragraph and table in section 11 "***Changes***" are deleted in their entirety and replaced with the following:

We may tell you about a change by writing to you at your last known address, by advertisement in a newspaper or in other ways allowed by applicable laws or industry codes. Generally the following notice periods apply:

<i>As soon as reasonably possible which may be after the change is made</i>	<i>Reducing your obligations (e.g. fees) or extending the time for payment. Reducing your credit limit</i>
<i>At least same day notice</i>	<i>Increasing an APR</i>
<i>No notice if the government publishes the change</i>	<i>Changes to government charges</i>
<i>At least 30 days</i>	<i>Any other change we make other than those changes that we expressly agree with you</i>

We will comply with any notice requirements in any applicable laws and codes (such as the Banking Code of Practice and ePayments Code).

- **Section 16 - General matters**

Codes of conduct

References to the “Code of Banking Practice” have been updated to the “Banking Code of Practice” in this section.

- **Section 17 - Dictionary**

Interpretation

A new definition of “Banking Code of Practice” has been inserted in its alphabetical order in this section as follows:

Banking Code of Practice means the “Banking Code of Practice”, or any superseding publication published by the Australian Banking Association Inc.

We have also made it clear that a small business is a small business as defined in the Banking Code. Accordingly, the following definition is added in its alphabetical order in section 17 “***Dictionary***”:

small business has the meaning given to it in the Banking Code of Practice

Other changes to your Unsecured Credit Terms and Conditions and Other Important Information effective 1 July 2019

We have also made some other changes to your terms and conditions to clarify some matters relating to your account and any card we provide in connection with the account. These changes also apply from 1 July 2019.

Changes applying to the information on the cover page

We have changed the website you can contact if you are experiencing financial difficulty. Accordingly, in paragraph 4 of the opening textbox “*usecreditwisely.com.au*” is replaced with “*creditsmart.org.au*”.

Changes applying to the section titled Part A: Unsecured Credit Terms and Conditions

- **Section 2 - Use of cards and the account**

Using the account

We have explained recurring card payments in more detail. Accordingly, the following words are inserted at the end of the fourth bullet point of the first row in the table under the section “***Using the account***”:

(this is a regular payment you authorise a merchant to charge to your card by providing your card number and details to the merchant)

Altering or stopping a payment

The way you can stop or alter payments that you have authorised has been updated. We have inserted the words “*you have made or authorised*” into the first sentence under the heading “***Altering or stopping a payment***” so that the sentence now reads as follows:

You can stop or alter payments you have made or authorised as follows:

- **Section 3 - International transactions**

Card transactions

The fees and charges we charge you under the contract are set out in the financial table. Accordingly, we have removed the sentence “*Additional fees are also charged by the relevant card scheme.*” from the third paragraph.

- **Section 4 - Payments**

Application of payments

The way we apply payments to your account has been updated to make it clear what happens when you request a fixed payment option and what happens after you withdraw that request. Accordingly, the paragraph under the section headed “***Application of payments***” is deleted in its entirety and replaced with the following:

We will apply payments firstly to any monthly instalments that are overdue, then any that are due in the current statement period and then we will apply payments first to the portion of the closing balance of your most recent statement which attracts the highest interest rate and then to the portion which attracts the next highest interest rate and so on. Payments are then applied to balances that have not yet appeared on your statement in a similar fashion.

By requesting a fixed payment option, you request that we will first apply payments made during a statement period to the amount of any monthly instalment payment under a fixed payment option which is due or overdue in the current statement period as described above. You may withdraw this request at any time. If you do so we may cancel the fixed payment option in which case any outstanding balance of the fixed payment option will revert to the standard APR.

- **Section 5 - Special promotions**

Fixed payment options

A fixed payment option may have a different APR than the standard APR. Previously we said that it “will have a different APR”. Accordingly we have replaced the word “will” with “may” in the third bullet point.

We have also clarified what interest rates apply in certain circumstances. Accordingly, the words “non-promotional rate” and “standard APR” are replaced with “applicable standard APR” in the fourth bullet point.

- **Section 7 - Default, suspension and closure**

When you can cancel any payment facility, close your account and terminate your credit contract

The word “creditor” in the last paragraph of this section is deleted and replaced with “merchants”.

We have also made it clear that a direct debit cannot be made in connection with a credit card. Accordingly, the reference to “*direct debit or*” is deleted from the last paragraph in this section.

When we can close, cancel or suspend your account or any payment facility

We have also made some changes so that the clause reads more clearly, including because of changes made to Section 7 in connection with the Banking Code. We have deleted the words “*close, cancel or suspend your account*” and replaced them with the words “*do so*”. Accordingly, the third paragraph now reads as follows:

Where we close, cancel or suspend your account, because your account where relevant is in default because of overdue payments, or has a credit balance for a prolonged period, we will usually give you notice before we do so.

We have added another example to help explain when we can suspend without notice. Accordingly, we have added “*We may also suspend your account without notice if we do not have all the required identification documentation we need.*” to the fourth paragraph so that it reads:

We may not always give notice before we take the action. For example, we may at any time suspend your right to participate in the BPAY® Scheme and will do so without notice if we suspect you or an additional cardholder of being fraudulent. BPAY® payments for which instructions have been given and which are scheduled to be made while your right to participate in the BPAY® Scheme is suspended will not be processed by us. We may also suspend your account without notice if we do not have all the identification documentation we need.

We have also removed the second last paragraph which reads “*In relation to suspension of a payment facility, we will promptly reverse the action when the circumstances that caused us to take the action no longer apply*”.

- **Section 14 - Conditions for specific payment facilities**

Recurring or periodic payments

The way recurring card instructions can be cancelled has been updated. You will need to contact the merchant to cancel as we usually cannot do this. Accordingly, we have deleted in its entirety the last paragraph in this section and replaced it with the following:

If you have set up recurring card instructions:

- *you need to contact the merchant to cancel or change them - we usually cannot do this;*
- *if a card is re-issued with a new card number or expiry date, you must contact the merchant to cancel or change the details of each recurring card instruction. We may choose to cancel the recurring card instruction or (unless you tell us not to) provide your replacement card details to update it.*

You should tell us if unauthorised recurring card instructions are charged to the account.

- **Section 17 - Dictionary**

Definitions

We have inserted the words ***“See Part A, 2. Use of cards and the account”*** at the end of the definition ***recurring card instruction***.

Changes applying to the section titled Part B: Privacy

Disclosures to overseas recipients

We have updated this section by removing the following provision:

By consenting to us disclosing your personal information to overseas recipients, you agree that Australian Privacy Principle 8.1 shall not apply to the disclosure, meaning that we will not be obliged under the Privacy Act to ensure that an overseas recipient does not breach the Australian Privacy Principles and we will not be liable under the Privacy Act if the recipient does not act consistently with the Australian Privacy Principles.

By using our products and services you consent to such overseas disclosures.



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