

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.

Current wording	Replacement wording
<p><i>Default</i></p> <p><i>Your account will be in default:</i></p> <ul style="list-style-type: none"> – <i>if you fail to pay an amount due by its due date; or</i> – <i>if we reasonably believe that:</i> <ul style="list-style-type: none"> – <i>there has been fraud or misrepresentation in relation to the approval or operation of your account; or</i> – <i>you or an additional cardholder have breached any of these conditions.</i> 	<p><i>Default</i></p> <p><i>Your account will be in default:</i></p> <ul style="list-style-type: none"> – <i>if you fail to pay an amount due by its due date; or</i> – <i>if we reasonably believe that:</i> <ul style="list-style-type: none"> – <i>there has been fraud or misrepresentation in relation to the approval or operation of your account;</i> – <i>you have not complied with the law;</i> – <i>it becomes unlawful for you or us to continue with this agreement;</i> – <i>if you are not a small business, you or an additional cardholder have breached any of these conditions; or</i> – <i>if you are a small business, you use the account for a purpose not approved by us.</i>

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

Current wording	Replacement wording
<p><i>We may also close, cancel or suspend your account or any Payment Facility at any time where:</i></p> <ul style="list-style-type: none"> <i>– your account is in default;</i> <i>– your account has not been used or has a credit balance for a prolonged period;</i> <i>– if we do not have all the identification information we need;</i> <i>– we reasonably believe that by allowing the account to remain open it may materially detriment our reputation;</i> <i>– we reasonably believe that by allowing the account or payment facility to remain open, it may cause you or us loss, or to breach any law or code of conduct or any terms of this loan contract;</i> <i>– a card, security code, Identifier or a process intended to prevent unauthorised transactions has been compromised; or</i> <i>– Where we close, cancel or suspend your account, because your account is in default because of overdue payments, or has a credit balance for a prolonged period, we will usually give you notice before we close, cancel or suspend your account.</i> 	<p><i>We may also close, cancel or suspend your account or any Payment Facility at any time where:</i></p> <ul style="list-style-type: none"> <i>– your account has not been used or has a credit balance for a prolonged period;</i> <i>– if we do not have all the identification information we need;</i> <i>– we reasonably believe that by allowing the account to remain open it may materially detriment our reputation;</i> <i>– we reasonably believe that by allowing the account or payment facility to remain open, it may cause you or us loss, or to breach any law or code of conduct or any terms of this loan contract;</i> <i>– a card, security code, Identifier or a process intended to prevent unauthorised transactions has been compromised; or</i> <i>– if there is more than one of you and any one of you ask us to change the account authority so that all of you have to approve any withdrawals from the account.</i> <i>– Where we close, cancel or suspend your account, because your account 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.</i>

– **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 the following after the third paragraph:

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.



Current wording	Replacement wording														
<p>We may tell you about a change by writing to you at your last known address or in other ways allowed by applicable laws or industry codes (e.g. in some cases by press advertisement). Changes to some government fees may be advertised by government rather than us. The following notice periods apply:</p>	<p>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:</p>														
<table border="1"> <tr> <td data-bbox="94 526 298 860">As soon as reasonably possible</td> <td data-bbox="302 526 506 860">Reducing your obligations (e.g. fees) or extending the time for payment. Reducing your credit limit</td> </tr> <tr> <td data-bbox="94 860 298 945">At least same day notice</td> <td data-bbox="302 860 506 945">Increasing an APR</td> </tr> <tr> <td data-bbox="94 945 298 1216">At least 20 days</td> <td data-bbox="302 945 506 1216">Any other change we make other than those changes that we expressly agree with you</td> </tr> </table>	As soon as reasonably possible	Reducing your obligations (e.g. fees) or extending the time for payment. Reducing your credit limit	At least same day notice	Increasing an APR	At least 20 days	Any other change we make other than those changes that we expressly agree with you	<table border="1"> <tr> <td data-bbox="530 410 734 744">As soon as reasonably possible which may be after the change is made</td> <td data-bbox="738 410 936 744">Reducing your obligations (e.g. fees) or extending the time for payment. Reducing your credit limit</td> </tr> <tr> <td data-bbox="530 744 734 829">At least same day notice</td> <td data-bbox="738 744 936 829">Increasing an APR</td> </tr> <tr> <td data-bbox="530 829 734 1028">No notice if the government publishes the change</td> <td data-bbox="738 829 936 1028">Changes to government charges</td> </tr> <tr> <td data-bbox="530 1028 734 1299">At least 30 days</td> <td data-bbox="738 1028 936 1299">Any other change we make other than those changes that we expressly agree with you</td> </tr> </table>	As soon as reasonably possible which may be after the change is made	Reducing your obligations (e.g. fees) or extending the time for payment. Reducing your credit limit	At least same day notice	Increasing an APR	No notice if the government publishes the change	Changes to government charges	At least 30 days	Any other change we make other than those changes that we expressly agree with you
As soon as reasonably possible	Reducing your obligations (e.g. fees) or extending the time for payment. Reducing your credit limit														
At least same day notice	Increasing an APR														
At least 20 days	Any other change we make other than those changes that we expressly agree with you														
As soon as reasonably possible which may be after the change is made	Reducing your obligations (e.g. fees) or extending the time for payment. Reducing your credit limit														
At least same day notice	Increasing an APR														
No notice if the government publishes the change	Changes to government charges														
At least 30 days	Any other change we make other than those changes that we expressly agree with you														
	<p>We will comply with any notice requirements in any applicable laws and codes (such as the Banking Code of Practice and ePayments Code).</p>														

– **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 18 – Dictionary**

Definitions

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 18 “Dictionary”**:

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

Changes applying to the section titled Part B: Suncorp Bank Non Cash Payment Facilities

- References to the Code of Banking Practice have been updated to the Banking Code of Practice in the following sections:

Clause 5(3)

Clause 8 – Code of Banking Practice

Current wording	Replacement wording
<i>Code of Banking Practice</i>	<i>Banking Code of Practice</i>

- **Clause 2 – General Terms and Conditions Applying to EFT Transactions**
2.9 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.

Current wording	Replacement wording
<p>(2) We can make other changes, variations, additions or deletions immediately and without telling the Account holder and/or Cardholder first except when this would be against the ePayments Code or the law.</p> <p>(3) Subject to law, we can tell the Account holder and/or Cardholder about other changes in electronic banking by using:</p> <p>(a) a notice on or with the Account holder's and/or Cardholder's statement of account;</p> <p>(b) a notice on ATM's or at any Suncorp Bank branch;</p> <p>(c) by secure message services on Internet Banking (if the Account holder and/or Cardholder has agreed to this method);</p> <p>(d) press advertisements; or</p> <p>(e) a letter.</p>	<p>(2) We can make other changes, variations, additions or deletions by notifying the Account holder and/or Cardholder as soon as reasonably possible. We will comply with all laws and applicable codes (including the ePayments Code and the Banking Code of Practice).</p> <p>(3) Subject to law, we can tell the Account holder and/or Cardholder about other changes in electronic banking as soon as reasonably possible by using:</p> <p>(a) a notice on or with the Account holder's and/or Cardholder's statement of account;</p> <p>(b) by secure message services on Internet Banking (if the Account holder and/or Cardholder has agreed to this method);</p> <p>(d) advertisement in a newspaper; or</p> <p>(e) a letter.</p> <p>We may also give you notice by displaying a notice on Suncorp Bank's website at suncorp.com.au (this will be in addition to any notice).</p>

We have also deleted clause 2.9(5).

– Clause 5 – Variation of the Terms and Conditions in Part B

The way we can make changes to the terms and conditions without your consent has been updated under the Banking Code. This includes we how tell you about changes.

Current wording	Replacement wording
<i>(1) Subject to clause 6(3), Suncorp Bank may at any time vary these Terms and Conditions in Part B by giving you written notice.</i>	<i>(1) Subject to clauses 5(2) and 5(3), Suncorp Bank may at any time vary these Terms and Conditions in Part B by giving you written notice or by advertisement in a newspaper.</i>

Other changes to your 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*”.

Current wording	Replacement wording
<i>If you are experiencing financial difficulty, please contact us as soon as possible or alternatively go to usecreditwisely.com.au for further information.</i>	<i>If you are experiencing financial difficulty, please contact us as soon as possible or alternatively go to creditsmart.org.au for further information.</i>

Changes applying to the section titled Part A: 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 details to the merchant)

Current wording		Replacement wording	
<p><i>Make payments to others</i></p>	<ul style="list-style-type: none"> – <i>Pay using a card with retailers in store or online</i> – <i>Arrange for a balance transfer</i> – <i>Pay bills through BPAY® using telephone banking or internet banking</i> – <i>Set up recurring card instructions</i> 	<p><i>Make payments to others</i></p>	<ul style="list-style-type: none"> – <i>Pay using a card with retailers in store or online</i> – <i>Arrange for a balance transfer</i> – <i>Pay bills through BPAY® using telephone banking or internet banking</i> – <i>Set up recurring card instructions (this is a regular payment you authorise a merchant to charge to your card by providing your card details to the merchant)</i>

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:

Current wording	Replacement wording
<i>You can stop or alter payments as follows:</i>	<i>You can stop or alter payments you have made or authorised as follows:</i>

– Section 3 – International transactions

Card transactions

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

Current wording	Replacement wording
<p><i>Fees and charges are set out in your borrower information table and include an “International Transaction Fee”. Additional fees are also charged by the relevant card scheme.</i></p>	<p><i>Fees and charges are set out in your borrower information table and include an “International Transaction Fee”.</i></p>

— 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:

Current wording	Replacement wording
<p><i>We will apply payments firstly to any monthly instalments 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.</i></p>	<p><i>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.</i></p> <p><i>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.</i></p>

– **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.

Current wording	Replacement wording
<p>– <i>while it continues, the fixed payment option will have a different APR than the standard APR that would have otherwise applied to the fixed payment option amount, or to the rest of your account. The APR(s) otherwise applicable to your account will continue to apply to all other transactions and other amounts debited to your account;</i></p>	<p>– <i>while it continues, the fixed payment option may have a different APR than the standard APR that would have otherwise applied to the fixed payment option amount, or to the rest of your account. The APR(s) otherwise applicable to your account will continue to apply to all other transactions and other amounts debited to your account;</i></p>

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:

Current wording	Replacement wording
<ul style="list-style-type: none"> — <i>during each statement period you will be required to pay a monthly instalment, which will include principal and interest charges payable in connection with the fixed payment option and will be part of the minimum payment due. If you fail to pay the monthly instalment (this requires you to pay the minimum payment due plus any overdue amount) by the payment due date then:</i> <ul style="list-style-type: none"> — <i>that monthly instalment will, from the day after the payment due date, be charged interest at the non-promotional rate;</i> — <i>we may cancel any fixed payment option, in which case, any outstanding balance of the fixed payment option will revert to the standard APR;</i> 	<ul style="list-style-type: none"> — <i>during each statement period you will be required to pay a monthly instalment, which will include principal and interest charges payable in connection with the fixed payment option and will be part of the minimum payment due. If you fail to pay the monthly instalment (this requires you to pay the minimum payment due plus any overdue amount) by the payment due date then:</i> <ul style="list-style-type: none"> — <i>that monthly instalment will, from the day after the payment due date, be charged interest at the applicable standard APR;</i> — <i>we may cancel any fixed payment option, in which case, any outstanding balance of the fixed payment option will revert to the applicable standard APR;</i>

— 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.

Current wording	Replacement wording
<p><i>You remain responsible for all amounts withdrawn from your credit account. You must notify creditors accordingly to change your direct debit or recurring card instruction details. We assume no responsibility for return fees and charges.</i></p>	<p><i>You remain responsible for all amounts withdrawn from your credit account. You must notify merchants accordingly to change your recurring card instruction details. We assume no responsibility for return fees and charges.</i></p>

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

We have made some changes so that the section reads more clearly. We have deleted the words “close, cancel or suspend your account” in the second paragraph and replaced them with the words “do so”.

Current wording	Replacement wording
<i>Where we close, cancel or suspend your account, because your account is in default because of overdue payments, or has a credit balance for a prolonged period, we will usually give you notice before we close, cancel or suspend your account.</i>	<i>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.</i>

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

Current wording	Replacement wording
<i>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.</i>	<i>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.</i>

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:

Current wording	Replacement wording
<p><i>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.</i></p>	<p><i>If you have set up recurring card instructions:</i></p> <ul style="list-style-type: none"><i>– you need to contact the merchant to cancel or change them – we usually cannot do this;</i><i>– 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.</i> <p><i>You should tell us if unauthorised recurring card instructions are charged to the account.</i></p>

– Section 18 – Dictionary

Interpretation

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

Current wording	Replacement wording
<p>recurring card instruction <i>an instruction from a cardholder to a merchant to charge amounts to the card (using the card number) on an ongoing basis.</i></p>	<p>recurring card instruction <i>an instruction from a cardholder to a merchant to charge amounts to the card (using the card number) on an ongoing basis. See Part A, 2 Use of Cards and the Account.</i></p>



The definition of “you” has been amended.

Current wording	Replacement wording
<i>you/your the person(s) in whose name the account is opened.</i>	<i>you/your the person(s) in whose name the account is opened. If there is more than one of you, you means each of you separately and every two or more of you jointly.</i>

Changes applying to the section titled Part C: Privacy Overseas Disclosure

We have updated this section by removing the following provision:

By consenting to us disclosing your personal information to overseas recipients, you acknowledge that Australian Privacy Principle 8.1 will not apply to the disclosure. Whilst we will make every reasonable effort to ensure that overseas recipients protect your personal information, we must tell you 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 will not be liable under the Privacy Act if the recipient does not act consistently with the Australian Privacy Principles. By completing this application form you consent to disclosures to overseas recipients.

Citigroup Pty Limited ABN 88 004 325 080, AFSL No. 238098, Australian credit licence 238098 (Citigroup) 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) promotes and distributes Suncorp Credit Cards on Citigroup’s behalf under an agreement with Citigroup. Suncorp Bank will not guarantee or otherwise support Citigroup’s obligations under the contracts or agreements connected with the Credit Cards (other than other relating to Suncorp Bank internet banking and telephone banking).