

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

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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 the dates set out below.

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

### **Interpretation of this Notice**

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

## **Changes to your Credit Card Terms and Conditions and Other Important Information effective 1 November 2018**

### **Summary of changes**

The Australian Financial Complaints Authority or AFCA is a single financial services external dispute resolution scheme, replacing the Financial Ombudsman Service, the Credit and Investments Ombudsman and the Superannuation Complaints Tribunal. From 1 November 2018, if an issue has not been resolved to your satisfaction, you can lodge a complaint with AFCA. AFCA provides fair and independent financial services complaint resolution that is free to consumers.

This change is applicable to all terms and conditions documents, which feature the Financial Ombudsman Service.

Changes apply to following sections:

— ***Part A: Credit Card Terms and Conditions***

**Section 10 – Solving problems**

***Error/dispute resolution***

<b>Current wording</b>	<b>Replacement wording</b>
<i>Financial Ombudsman Service Limited: GPO Box 3, Melbourne, VIC 3001. Telephone 1800 367 287. www.fos.org.au.</i>	<i>Australian Financial Complaints Authority (AFCA): GPO Box 3 Melbourne VIC 3001 Telephone: 1800 931 678 (free call) Email: info@afca.org.au Website: www.afca.org.au</i>

– **Part B: Suncorp Bank Non-Cash Payment Facilities**

**Section 2 – General terms and conditions applying to EFT Transactions**

**Section 2.10 – If the Account holder and/or Cardholder has a problem with electronic banking**

<b>Current wording</b>	<b>Replacement wording</b>
<i>Financial Ombudsman Service (FOS)</i>	<i>Australian Financial Complaints Authority (AFCA)</i>
<i>You can contact FOS by: Telephone: 1800 367 287 (for the cost of a local call) Address: GPO Box 3 MELBOURNE VIC 3001 Website: www.fos.org.au Email: info@fos.org.au</i>	<i>You can contact AFCA by: Post: GPO Box 3, Melbourne VIC 3001 Telephone: 1800 931 678 (free call) Email: info@afca.org.au Website: www.afca.org.au</i>
<b>FOS</b>	<b>AFCA</b>

In the same paragraph, the following sentence has been deleted:

*“If you want more information on FOS, please ask us for a brochure.”*

– **Part D: Credit Guide**

**Financial Ombudsman Service**

**How to contact FOS**

<b>Current wording</b>	<b>Replacement wording</b>
<b>Financial Ombudsman Service</b> <i>Financial Ombudsman Service (FOS)</i>	<b>Australian Financial Complaints Authority</b> <i>Australian Financial Complaints Authority (AFCA)</i>
<i>How to contact FOS Post GPO Box 3, Melbourne VIC 3001 Phone 1800 367 287* Fax 03 9613 6399 Email info@fos.org.au Website www.fos.org.au</i>	<i>How to contact AFCA Post: GPO Box 3 Melbourne VIC 3001 Telephone: 1800 931 678 (free call) Email: info@afca.org.au Website: www.afca.org.au</i>
<i>*9am – 5pm AEST. Calls will be charged for the cost of a local call from landlines. Calls from mobile phones will be charged at the applicable rate from your carrier.</i>	

## – Part E: Information Statement

### Things you should know about your proposed credit contract

Current wording	Replacement wording
<i>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.</i>	<i>If you have any concerns about your contract, contact the credit provider and, if you still have concerns, the AFCA scheme or get legal advice.</i>

#### The contract

#### Section 9 – Is there anything I can do if I think that my contract is unjust?

Current wording	Replacement wording
<i>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. <a href="http://www.fos.org.au">www.fos.org.au</a>. 1800 367 287.</i>	<i>If that is not successful, you may contact the AFCA scheme. The AFCA scheme can be contacted at 1800 931 678 (free call), <a href="mailto:info@afca.org.au">info@afca.org.au</a>, <a href="http://www.afca.org.au">www.afca.org.au</a> and by writing to GPO Box 3, Melbourne VIC 3001.</i>

#### General

#### Section 15 – What if my credit provider and I cannot agree on a suitable arrangement?

Current wording	Replacement wording
<i>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 17.</i>	<i>If the credit provider still refuses your request you can complain to the AFCA scheme. Further details about this scheme are set out below in question 17.</i>

## Section 16 – Can my credit provider take action against me?

Current wording	Replacement wording
<p><i>Yes, if you are in default under your contract. But the law says that you can not 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.</i></p>	<p><i>Yes, if you are in default under your contract. But the law says that you can not be unduly harassed or threatened for repayments. If you think you are being unduly harassed or threatened, contact the AFCA scheme or ASIC, or get legal advice.</i></p>

## Section 17 – Do I have any other rights and obligations?

Current wording	Replacement wording
<p>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 THE FINANCIAL OMBUDSMAN SERVICE LIMITED AND CAN BE CONTACTED AT GPO BOX 3, MELBOURNE VIC 3001 OR BY CALLING 1800 367 287 OR VISITING WWW.FOS.ORG.AU</p>	<p>YOU MUST ATTEMPT TO RESOLVE YOUR COMPLAINT WITH YOUR CREDIT PROVIDER BEFORE CONTACTING THE AFCA SCHEME. IF YOU HAVE A COMPLAINT WHICH REMAINS UNRESOLVED AFTER SPEAKING TO YOUR CREDIT PROVIDER YOU CAN CONTACT THE AFCA SCHEME OR GET LEGAL ADVICE. THE AFCA SCHEME IS A FREE SERVICE ESTABLISHED TO PROVIDE YOU WITH AN INDEPENDENT MECHANISM TO RESOLVE SPECIFIC COMPLAINTS. THE AFCA SCHEME CAN BE CONTACTED AT 1800 931 678 (FREE CALL), INFO@AFCA.ORG.AU, WWW.AFCA.ORG.AU AND BY WRITING TO GPO BOX 3, MELBOURNE VIC 3001.</p>

# Changes to your Credit Card Terms and Conditions and Other Important Information effective 27 December 2018

Changes apply to the following sections:

– **Part A: Credit Card Terms and Conditions**

**Section 2 – Use of Cards and the Account**

***Credit limits and other limits***

We are inserting a new clause, which gives you an entitlement to request a reduction in your credit limit by contacting us, including through internet banking.

Accordingly, a new paragraph is inserted at the bottom of the ***Credit limits and other limits*** section, above the heading ***Additional cards*** as follows:

*“You are entitled to reduce your credit limit to any amount that equals, or exceeds, the minimum credit limit for your product. To request a reduction in your credit limit you can contact us, including by making a request through internet banking. You will need to ensure your account balance does not exceed the requested credit limit before we can make the credit limit reduction. We will reject transactions until that happens where we can (however we are unable to reject some transactions e.g. because of network rules or systems constraints), and we will tell you if there is anything else you need to do for us to complete your request.”*

**Section 4 – Payments**

***Application of Payments***

If your credit contract commenced prior to 1 July 2012 and it is not designated as a Business Account, we are changing the way payments to your account are applied. This change will mean that payments to your account will be applied in the same way we do for credit contracts which commenced on or after 1 July 2012.

Accordingly, we have deleted the words *“For credit contracts which commenced on or after 1 July 2012 and which are not designated as “Business Accounts”*, in the first paragraph under the heading ***Application of payments***.



Current wording	Replacement wording
<p><i>For credit contracts which commenced on or after 1 July 2012 and which are not designated as "Business Accounts", 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 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>

We have also deleted, in its entirety, the second paragraph under the heading **Application of payments**.

This means that the paragraph that starts "For other credit contracts we will apply payments to your account in the following order, considering the transactions and credit plans outstanding on your account:" and the associated paragraphs numbered 1 through to 12 is deleted in its entirety.

## Section 5 - Special Promotions

### Fixed payment options

The way we calculate interest has now changed. As such, if you do not pay the monthly instalment by the payment due date, we will now charge interest on that monthly instalment at the non-promotional rate from the day after the payment due date.

Accordingly, the words "the day after" are inserted in the first sub-paragraph of the fourth bullet point under the heading **Fixed payment options**, such that the sub-paragraph now reads as follows:

Current wording	Replacement wording
<ul style="list-style-type: none"> <li>– <i>that monthly instalment will, from the payment due date, be charged interest at the non-promotional rate; and</i></li> </ul>	<ul style="list-style-type: none"> <li>– <i>that monthly instalment will, from the day after the payment due date, be charged interest at the non-promotional rate; and</i></li> </ul>

## Section 6 – Statements and Other Notices

### Statement of account

The way we will send you statements has now changed. Accordingly, the second sentence in the first paragraph under that heading which starts “*We will send you a statement at least every 6 months*” is deleted in its entirety, and replaced with the following:

*“You may also request statements, and we will also send one whenever required by any applicable code.”*

## Section 7 – Default, Suspension and Closure

### When you can close your account and cancel any payment facility

You are currently entitled to request that we close your account, however we are amending the clause to make it clearer that you can request that your account be closed and your credit contract be terminated. You are able to do this by contacting us, including through internet banking.

Accordingly, we have made the following changes:

The heading **When you can close your account and cancel any payment facility** is deleted and replaced with **“When you can cancel any payment facility, close your account and terminate your credit contract”**.

The first paragraph under that heading which starts “*You may close your account*” is amended by adding the following sentence at the end: “*You can contact us to request an account closure through internet banking*”.

Current wording	Replacement wording
<i>You may close your account or cancel any payment facility by contacting us. If you do this we will take reasonable steps to promptly stop future transactions on the account or payment facility, however please note we are unable to reject some transactions, such as recurring card instructions.</i>	<i>You may close your account or cancel any payment facility by contacting us. If you do this we will take reasonable steps to promptly stop future transactions on the account or payment facility, however please note we are unable to reject some transactions, such as recurring card instructions. You can contact us to request an account closure through internet banking.</i>



The second paragraph under that heading which starts “If you close your account, your credit contract will end 30 days after the date you ask us to close your account” is deleted in its entirety, and replaced with the following:

Current wording	Replacement wording
<p><i>If you close your account, your credit contract will end 30 days after the date you ask us to close your account, providing the balance of the account is zero. At any time during those days, you may ask us to reactivate your account and, if we agree, your credit contract will continue as if you had never made the request to close.</i></p>	<p><i>We will process the request to close your account as soon as is practicable, once the balance of your account is zero.</i></p>

The first sentence in the third paragraph, which starts with “If you wish to close your account”, is amended to insert the words “and terminate your credit contract” so that the sentence reads “If you wish to close your account and terminate your credit contract you are required to:”

After the paragraph which starts “If you wish to close your account”, the following sentence is added:

*“We will tell you if there is anything else you need to do for us to complete your request.”*

**Section 8 - Interest charges**

***Interest free period***

The way we calculate interest has now changed. As such, everything which follows the heading ***Interest free period*** has been deleted and replaced with the following paragraphs. However, the previous terms continue to cover how interest on the retail purchase balance will be calculated for days up to and including 26 December 2018. You will have an interest free period starting on 27 December 2018 if on the last payment due date up to 26 December 2018 you paid the closing balance from the last statement of account (excluding any fixed payment option balance not due for payment by that payment due date):

**Current wording**

*For all balances other than the retail purchase balance, the interest calculated for a statement period is charged at the end of that statement period. Interest free days may apply to the retail purchase balance. Whether we charge the interest calculated for a particular (“current”) statement period, and whether we charge it at the end of that current statement period or the next statement period, depends on whether you pay by the payment due date the full closing balance listed on the statement for both the prior and current statement periods.*

<i>Have you paid the full closing balance of the statements by the payment due date</i>	<i>Is interest charged?</i>
<i>Prior and current statement both paid in full</i>	<i>We do not charge you for the interest calculated for the current statement period</i>
<i>Prior statement paid in full, current statement not paid in full</i>	<i>We will charge you interest in respect of the current and next statement period on the last day of the next statement period</i>
<i>Prior statement not paid in full (regardless of position with current statement)</i>	<i>We charge you interest in respect of the prior and current statement periods at the end of that statement period</i>

**Replacement wording**

*An interest free period may apply to the retail purchase balance.*

*An interest free period starts on the day your account opens.*

*Once an interest free period starts, it continues until you fail to pay by a payment due date the closing balance from the last statement of account (excluding any fixed payment option balance which isn't due for payment by that payment due date). The daily interest calculation will commence the day after that payment due date.*

*Another interest free period will commence when you pay the closing balance from a statement of account by the payment due date on that statement (excluding any fixed payment option balance which isn't due for payment by that payment due date). The interest free period starts on the day you pay that closing balance.*

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