

Unsecured Revolving Credit Terms and Conditions

Your loan contract is made up of:

- the pre-contractual statement document that you receive from us upon opening of your Account, which contains a table of financial information including applicable credit fees and charges (the Financial Table); and
- these Terms and Conditions; and
- any variation to the Financial Table or these Terms and Conditions that;
 - you agree to, for example, if you accept a Special Promotion; or
 - we tell you about under clause 18 "Variation".

Where you use a Card or a non-cash payment facility (such as internet or telephone banking, EFTPOS, ATM, direct debit, cheques and BPAY®) to access your Account, that access is governed by our separate Non-Cash Payment Facilities Terms and Conditions. If your Account allows you to participate in Card Services Rewards or Card Services Qantas Rewards, that participation is governed by our separate Card Services Rewards and Card Services Qantas Rewards Terms and Conditions. These are separate but related contracts between you and us.

You can get a copy of any of Card Services Terms and Conditions by calling us or at www.cardservicesdirect.com.au.



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Thank you for choosing a Card Services Account.

It is important that you and anyone who will operate your Account read and understand these Terms and Conditions.

This document is important. It sets out the rights and obligations of you and Card Services with respect to your Account. Please keep it to refer to when you need it.

This is what you need to do before you start using your Account

- First, read your loan contract;
- Then sign the signature panel on the back of your Card with a ballpoint pen; and
- Finally, activate your Account. To do this call us at the number on the back page of this booklet and follow the voice prompts. You must activate the Account before anyone uses it.

After that, you're ready to start using your Account.

How to Accept Our Offer

When you use your Account for the first time, you agree to be bound by the terms of your loan contract. No one else can use the Account before you do.

If you do not accept our offer:

- do not sign your Card or use the Account (or let an Additional Cardholder do so);
- destroy your PIN - do not return your PIN advice to us; and
- tell us straight away by calling us on the number on the back of this booklet.

Securing your Card

Keeping the Card secure is very important so we send your PIN to you separately. Only the Cardholder may use the Card and Security Code.

What if my Card, Security Code or Cheques are Lost or Stolen?

If you think a Card or Cheque might be lost or stolen or that a transaction on your Account is unauthorised, please contact Phone Banking right away. You are liable for all Transactions unless you can show that a Cardholder did not ask for them and that a Cardholder was not

responsible for them; or if we have agreed to accept liability. For example you may be liable for Unauthorised Transactions if a Card or Security Code was not kept secure or where we were not notified immediately that a Card or Security Code was lost or stolen. Card Services Non-Cash Payment Facilities Terms and Conditions describe Cardholder Card and Security Code security obligations, how to report lost or stolen Cards, how you can dispute Transactions, and when we will accept liability for Unauthorised Transactions.

Identification Requirements

We need to identify each Cardholder before any of you can use the Account. If we don't have this information, we must restrict access to your Account, even if we haven't told you first.

We will tell you what information you need to give us.

Terms and Conditions

1. Meanings of Words and Interpretation

When you see these words used in these Terms and Conditions, this is what they mean:

Account your Card Services unsecured credit facility.

Additional Cardholder a person you allow to use your Account.

Annual Percentage Rate (APR) the percentage rate or rates per annum used to calculate interest charges for your Account. Those rates were set out in the Financial Table and appear on your statement of Account. Any new or varied rate will be notified to you under clause 18, "Variation".

Available Credit the difference between the Credit Limit and the sum of the outstanding balance and any Transactions and other amounts not yet charged to your Account.

Balance Transfer moving an outstanding balance from a credit card or other credit account with another lender to your Account.

Business Day a day on which banks are open for business in Sydney, but does not include any Saturday, Sunday or public holiday.

Card a card which we authorise you to use on your Account to get cash, goods or services up to

your Credit Limit. Examples include a MasterCard.

Cardholder you and any Additional Cardholder.

Card Balance the Closing Balance less any Instalment Loan balance and Monthly Instalment for that month.

Cash Advance a Transaction where cash or its equivalent is obtained. For example, Transactions such as telegraphic transfers or other credit transfers, certain bill payments and the purchase of traveller's cheques or gaming tokens are all treated as Cash Advances.

Chargeback a Transaction that is returned to a Merchant for resolution after it is disputed by a Cardholder.

Cheque any cheque a Cardholder writes or that we issue on your behalf other than traveller's cheques and Special Promotions.

Card Services/our/us/we means Citigroup Pty Limited (ABN 88 004 325 080).

Citishare Network all ATM Networks and institutions participating in them that have contracted with Citishare Corporation to permit Cardholders to use Cards at the ATMs of the participating institutions. This term does not include any institutions at which Cardholders may use their Card using networking arrangements made by the MasterCard organisation. Transactions processed through the Citishare Network include international ATM Cash Advance Transactions using MasterCards or Transactions in which a Card is used at a Citibank ATM.

Closing Balance the total amount outstanding on your Account at the end of the Statement Period.

Credit Limit the maximum amount of credit we tell you in writing you can have on your Account.

EFTPOS Electronic Funds Transfer Point of Sale.

Electronic Equipment includes any electronic terminal (such as ATM and EFTPOS terminal), computer, television, and telephone, approved by us through which Transactions may be effected.

Financial Table the document to which your Card was attached when you received it from us upon opening of your Account that contained the table of applicable fees and charges. This document

forms part of your pre-contractual statement and can be varied from time to time in accordance with clause 18 "Variation" of these Terms and Conditions.

Identifier information including an Account number, Card number and Card expiry date:

- which is known to a Cardholder ; and
- which the Cardholder need not keep secret.

Merchant any entity displaying the MasterCard symbol; providing an ATM or EFTPOS terminal; or with whom a Transaction may be effected.

Minimum Payment Due the payment that you must make to keep your Account in order. The Minimum Payment Due is an amount calculated in the method set out in the Financial Table in relation to the balance outstanding at the end of a Statement Period. It is shown on your statement, and must be paid by the Payment Due Date.

Network the organisations, institutions and schemes through which you may perform Transactions on your Account.

Overdue Amount any amount that you were obliged to pay in respect of a previous Statement Period, but did not pay by the Payment Due Date. Overdue Amounts are shown on your statement and are payable from the date they became overdue.

Overlimit Amount the amount by which your Account balance exceeds your Credit Limit. Overlimit Amounts are shown on your statement and are payable from the date you exceeded the Credit Limit.

Password a word, code or set of characters used to identify a Cardholder and allow access to your Account.

Payment Due the amount, advised to you on your statement which must be paid by the Payment Due Date. In addition to the Minimum Payment Due it includes any Overdue Amounts which are payable immediately. Overlimit Amounts are shown separately on your statement and are payable immediately.

Payment Due Date the date specified in your statement as the date by which payment of the Minimum Payment Due must be made.

PIN the personal identification number we allocated to a Card or selected by a Cardholder.

Recurring Instruction an instruction from a Cardholder to a Merchant to debit your Account on more than one occasion and on a periodic basis.

Retail Purchase a Transaction other than a Cash Advance or a Special Promotion, as determined by us at our discretion.

Security Code

(a) Information:

- the content of which is known to the Cardholder and is intended to be known only to the Cardholder;

- which Card Services requires the Cardholder to keep secret;

- which the Cardholder must provide (in any manner) in order to access your Account; and

(b) includes an ATM PIN, a telephone PIN, online PIN and Password

Statement Period the period to which a statement applies, usually about 30 days. The actual number of days in a Statement Period varies, depending on the length of months, when your Account was opened and when Business Days occur.

Special Promotion any Transaction or promotional offer we identify as a Special Promotion.

Terms and Conditions these terms and conditions and any other document we give you which forms part of the Terms and Conditions of your Account.

Total Cash Limit is the total amount of Cash Advances that can be made on your Account at any time. The Total Cash Limit is a proportion of your Credit Limit and will appear on your statement of Account.

Transaction any action by a Cardholder using your Account.

Unauthorised Transaction a Transaction a Cardholder did not ask to be made.

you/your the person in whose name the Account is opened.

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.
- (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.

2. **Opening of Account and Issue of Cheque, Card and Security Code**

When you accept our offer you agree to:

- (i) only use your Account for personal, domestic or household purposes;
- (ii) allow us and our service providers to use your information to administer your Account; and
- (iii) repay all amounts charged to your Account.

3. **Credit Limit and Available Credit**

- (a) Your initial Credit Limit was set out in your Financial Table. Your Credit Limit may change from time to time under agreement with us. Any change to your Credit Limit will be confirmed in writing by us.
- (b) If a Transaction amount is more than the amount of Available Credit on the date of the Transaction (an "over limit Transaction"), we may, without telling you,

and even if we have previously allowed over limit Transactions:

- (i) not process the Transaction; or
- (ii) stop payment of that Transaction and reverse all entries in respect of it.

But because many Cardholders prefer to have over limit Transactions processed, rather than rejected, our automated systems include rules that will allow some over limit Transactions to be processed, for which a fee will be charged, as set out in your Financial Table.

- (c) If we process a Transaction which takes you over your Credit Limit, we are not increasing your Credit Limit.
- (d) You must repay immediately any credit made available to you in excess of your Credit Limit, even if we allowed the Transaction. The Overlimit Amount, will be noted on your statement and is payable as at the date your Closing Balance exceeded the Credit Limit. If not already paid at the time you receive your statement it must be paid in addition to the Total Payment Due.

4. **Additional and Replacement Cards**

- (a) You may ask us to issue additional Cards .
- (b) However, we may ask you before processing some Additional Cardholder requests.
- (c) We may give an Additional Cardholder:
 - (i) an additional Card;
 - (ii) a separate Security Code; and
 - (iii) a chequebook (if a Cheque facility is available), so that the Additional Cardholder can use your Account.
- (d) All Cardholders must comply with these Terms and Conditions. Anything a Cardholder does (including any breach of any Term or Condition), is your responsibility.

5. **Using the Account, Card or Identifier**

- (a) You can use your Account at Merchants anywhere but we cannot guarantee that

a Merchant will always let you use your Account. We are not liable if any Merchant does not let you use your Account.

- (b) If a Card scheme rule allows we may decide not to process any Transaction or credit to your Account by a Merchant, if we reasonably suspect that the processing or crediting may lead to or is connected to a breach of your obligations to us or your or our obligations under any law. For example, where we believe there is a risk of fraud or that legal sanctions prevent the Transaction being processed. These decisions will usually be made automatically by our computer systems using rules that we believe strike a reasonable balance between, for example, preventing fraud and allowing you to use your Account as you wish. We cannot and do not promise to prevent fraud on your Account. You should advise us immediately about unsuccessful transactions that you believe ought to have been processed, and suspicious transactions that have been processed. See clause 19 "Error/Dispute Resolution".
- (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; or
 - (iv) for business transactions (transactions that are not wholly or predominantly for personal, domestic or household purposes) or unlawful activities.
- (d) If your Account has Cheque access you may also transact by:
 - (i) using Cheques we provide; or
 - (ii) asking us to draw a Cheque or advance to someone you nominate.

6. **Property of Card and Cheque**

All Cards and Cheques are our property.

7. **Securing the Card and Security Code**

- (a) A Security Code allows access to your Account.
- (b) You can choose a Security Code within limits we set.
- (c) Keeping the Card and Security Code secure is very important. If you don't observe these security requirements you may be liable for unauthorised use.

8. **Statement of Account**

- (a) We will send you a statement each month unless the law does not require us to. We will send you a statement at least every 6 months, and you may request them more frequently.
- (b) Statements will be expressed in Australian currency.
- (c) You should check all entries on the statement when you receive it. If you think there was an error or possible unauthorised use of your Account you must contact us immediately or you may be liable for the error or any Unauthorised Transactions.

9. **Electronic Statements**

- (a) We may send Account statements, notices and other information ("Information"):
 - (i) by email; or
 - (ii) by making them available at our website, provided we:
 - tell you by email that this Information is available; and
 - allow you to readily access and store this Information.
- (b) If you get Information by email or in some other electronic form, you won't receive paper copies unless you specifically ask for them.
- (c) You may change your mind and ask to get Information by mail at any time by contacting us.

- (d) We will send all Information to the most recent email address that you gave us. You must tell us if your email address changes as soon as possible. You may do this by email, on our secure website, or by contacting us.
- (e) You may ask for a paper copy of any Information that we gave you in electronic form within 6 months from the date of the communication. We may charge you a fee for the paper copy.

10. **Paying the Account**

- (a) You must pay the Minimum Payment Due plus any Overdue Amounts and Overlimit Amounts each Statement Period. Paying these amounts does not mean that you will be eligible for interest free days. See clause 14 "interest charges" for the terms and conditions for interest charges.
- (b) Unless we tell you otherwise:
 - (i) you must pay us in one of the ways set out on your statement. All payments must be in Australian currency and paid to us in Australia in cleared funds;
 - (ii) a payment is not received until it is credited to your Account Payments we receive after 4.00 p.m. (EST) on a Business Day or at any time on a day that is not a Business Day may not be credited to your Account on the same Business Day. The proceeds of cheques will not be available until the cheque clears; and
 - (iii) if it is not clear that a payment relates to your Account, we will only credit it to your Account from the date you give us clear instructions about where to credit it. If you have more than one Account with us and we cannot identify the Account to which a payment relates, we may apply the payment to any Account we choose.
- (c) If we receive a payment which is less than the full amount you owe us and which is expressed to be in "full and final settlement" (or similar words), that will only be the effect if a senior officer of ours

has previously agreed to this in writing. Just because we process the payment does not mean we cannot ask for the rest of the amount you owe; and

- (d) If you have any difficulty making the required payments, please contact us and speak to our collections department to discuss payments on your Account.

11. **Account in Credit**

If your Account has a credit balance for a prolonged period, we may choose to suspend or close your Account after giving you reasonable notice that we intend to do so. If the account is closed we will send you a cheque for the Net Credit Amount, being the amount of the credit balance (excluding unclear funds) up to the date of the refund.

12. **Application of Payments**

We apply payments to your Account in the following order, considering the Transactions and credit plans outstanding on your Account:

- Any expenses incurred enforcing these Terms and Conditions. Refer to clause 13(d) "Fees, Charges and Expenses";
- Interest charges;
- Late Payment Fee;
- Balance Transfers and Special Promotions; if more than one Balance Transfer or Special Promotion applies to the Account, repayment will be applied first to the plan with the lowest Annual Percentage Rate, then to the plan with the next lowest Annual Percentage Rate, and so on, in ascending order. If the same Annual Percentage Rate applies to two plans, payment will first be applied to the plan having the earlier expiry date. If one of those plans does not have an expiry date, payment will first be applied to that plan. Upon expiry of any Balance Transfer or Special Promotional plan any remaining balance will revert to the Annual Percentage Rate for Cash Advances and payments will be allocated in the order of Cash Advance Transactions;

- Retail Purchases that have already appeared on a statement of Account in the order they appeared on the statement;
- Cash advances that have already appeared on a statement of Account in the order they appeared on the statement;
- All other fees and charges;
- Balance Transfers that have not yet appeared on a statement of Account;
- Retail Purchases that have not yet appeared on a statement of Account; and
- Cash advances that have not yet appeared on a statement of Account.

13. **Fees, Charges and Expenses**

Subject to any law, that limits our right to do so, we will charge your Account with:

- (a) the fees and charges set out in your Financial Table and any new or varied fees and charges that we notify you of under clause 18, "Variation";
- (b) all government taxes (including any goods and services tax), duties and charges that relate to your Account or its operation (including those imposed on the use of the Card or on Transactions);
- (c) the amount or the Australian dollar equivalent (determined by us on the basis set out in clause 23 "International Transactions"), of any fee any Network or other person charges us for services on your Account;
- (d) any expenses we reasonably incur enforcing these Terms and Conditions against you if you breach the Terms and Conditions (although you may dispute these expenses under clause 19 "Error/Dispute Resolution").

14. **Interest Charges**

- (a) Unless paragraph (e) applies, you must pay interest on everything charged to your Account. We charge interest at the end of each Statement Period. It is the sum of the daily interest charges for each day of that Statement Period.
- (b) We calculate interest charged using our

Annual Percentage Rates. Those rates were set out in your Financial Table and appear on your statement of Account. Any new or varied rate will be notified to you under clause 18, "Variation". Different Annual Percentage Rates may apply to different charges on your Account. To calculate the daily interest charge we multiply the applicable Daily Percentage Rate for each type of daily unpaid balance on your Account by that balance. The daily interest charge for your Account is the sum of all of these amounts.

The **Daily Percentage Rate** is the applicable Annual Percentage Rate divided by 365.

- (c) Interest charges, fees, charges and expenses charged to your Account become part of your daily unpaid balance, on the day they are charged to your Account.
- (d) Transactions become part of the daily unpaid balance of your Account from their transaction dates.
- (e) Interest free days

Subject to paragraph (f):

- (i) If your Account has an "interest free period", you do not pay interest on Retail Purchases, interest charges, fees, charges and expenses if you pay the Closing Balance on or before every statement's Payment Due Date.

The number of interest free days each Transaction or other amount gets depends on the transaction date or the date other amounts are charged to your Account, and the date on which the Statement Period ends;

- (ii) If you did not pay the Closing Balance by the Payment Due Date, you will not enjoy an interest free period and interest will be charged on both the previous month's and the current month's Transactions and accrued but unpaid interest charges, fees, charges and expenses, from their Transaction Dates (for Transactions) or the day they are charged to your Account;

- (iii) Future Transactions, interest charges, fees, charges and expenses on your Account will be charged interest from their Transaction Dates (for Transactions) or the day they are charged to your Account, until you pay the Closing Balance of two consecutive statements by the Payment Due Date.
- (f) Cash Advances, Balance Transfers and Special Promotions

Paragraph (e) "Interest Free Days" does not apply to Cash Advances, Balance Transfers and Special Promotions and interest charges, fees, charges and expenses applicable to these Transactions. These amounts are charged interest from their Transaction Date (for Transactions) or the day they are charged to your Account, until repaid in full.

15. **Balance Transfers and Special Promotions**

We may offer a Balance Transfer or a Special Promotion on any terms and conditions that we determine, including:

- (i) what Transactions are eligible; and
- (ii) the period of time for which each offer will run.

Each Balance Transfer and Special Promotion has its own terms and conditions which to the extent different will operate as a variation to these Terms and Conditions.

16. **Default and cancellation and suspension of Account access**

- (a) Your Account will be in default:
 - (i) if in respect of a Statement Period, you fail to pay at least the Payment Due and any Overlimit Amount by the Payment Due Date for that Statement Period;
 - (ii) if we reasonably believe that:
 - we extended credit or issued a Card or Cheque because of fraud or misrepresentation;
 - there has been fraud or misrepresentation in any operation on your Account; or

- allowing you to continue using a Card or Cheque or your Account you may cause us, you, or an Additional Cardholder loss, or may cause us to breach any law or Card scheme rule; or
 - a Card, Security Code or a process intended to prevent Unauthorised Transactions has been compromised; or
 - you have breached any of the Terms and Conditions.
- (b) If your Account is in default we may, take some or all of the following actions:
- (i) close, cancel or suspend your Account, (including the right to use any Card or Identifier or Cheque);
 - (ii) keep a Card presented to us or refuse to reissue, renew, or replace any Card or Cheque;
 - (iii) refuse to authorise any Transaction or honour any Cheque;
 - (iv) give notice of cancellation, suspension or refusal to any Merchant, credit bureau or to any other person;
 - (v) restrict access to your Account;
 - (vi) require you to pay all or part of the outstanding balance of your Account;
 - (vii) transfer the balance of your Account to another account under our control;
 - (viii) combine your Account with any or all of your other account(s) with us or set off balances as set out in clause 16(e) below.

In most circumstances, if your Account is in default, before we exercise our rights, we will give you notice stating that you are in default specifying how and when you must remedy the default. If you do not remedy the default before the expiry of that time specified in the notice, or if there is a default that cannot be corrected, then we may take appropriate action depending on the seriousness of the default, which may include giving you notice that the balance owing on the Account becomes immediately due for payment.

The balance owing on your Account will become immediately due for payment without the need for prior notice if we:

- (i) reasonably believe that you fraudulently induced us to enter into this contract;
- (ii) cannot locate you having made reasonable attempts to do so; or
- (iii) have the authority of a court or a tribunal to do so.

If we do not give you notice before we take the action, we will advise you of the action we have taken as soon as possible. You can challenge our action using the Error/Dispute Resolution procedure in clause 19. If you have not closed or cancelled your Account (see clause 17 "Closing your Account" below) we will promptly reverse the action once we know that the circumstances that cause us to take action no longer apply.

- (c) If your Account is closed or cancelled or suspended for any reason, you must continue to pay us at least the Payment Due and the Overlimit Amount each Statement Period until the outstanding balance of your Account has been paid. Interest, fees, charges and expenses will accrue until you pay the full outstanding balance.
- (d) Suspension, cancellation or closure of your Account or a Card does not affect any obligations that arose before or after the cancellation suspension or closure.
- (e) If your Account is in default as described in clause 16(a), we may combine your Account with any one or more of your non-credit card accounts with us, or set off balances or parts of balances in your Account against money that we owe you or your outstanding liabilities to us. If we decide to exercise this right and have not given you prior notice we will tell you promptly afterwards. The consequence of accounts being combined will be that one balance remains and if that is a debit balance, you will remain liable to us for that amount. The consequence of "set off" is that amounts that we owe to each other are reduced by the same amount.

If we exercise either of these rights your Account will continue to be unsecured.

17. **Closing your Account**

- (a) You may close your Account or cancel any Card at any time by writing to us or by calling us.
- (b) If you close or cancel your Account, your credit contract will end when the last of the following happens:
 - (i) you pay the outstanding balance of your Account under clause 16(c) (after the last Transaction you or any Additional Cardholder authorised is charged to your Account including all interest charges, fees, charges and expenses);
 - (ii) you cancel all direct debits and recurring instructions with Merchants operating on your Account;
 - (iii) you destroy your Card and all Additional Cards and Cheques issued on your Account and return them to us; or
 - (iv) 6 months after the date you ask us to close your Account (to allow for any delays by Merchants processing Transactions to your Account). At any time during those 6 months, you may ask us to reactivate your Account. If you ask, and we agree, your credit contract will continue as if you had never asked us to close your Account.

18. **Variation**

- (a) We may:
 - (i) add or change any Term or Condition; and/or
 - (ii) change the Annual Percentage Rate, or the amount or how often you pay a fee, charge or the Payment Due; and/or
 - (iii) introduce a new fee or charge.
- (b) A variation binds you and any Additional Cardholder (as applicable).
- (c) We will tell you about a variation by writing to you at your last known address. We may also use any other methods allowed by

applicable laws and the Code of Banking Practice. The notice will set out required particulars of the change, including the date on which it takes effect.

- (d) A variation we must notify you about may take effect:
 - (i) on the day on which we give notice, if it:
 - increases the Annual Percentage Rate; or
 - reduces your obligations or extends the time for payment under your Account; or
 - (ii) at least 20 days from the day on which notice is given, for any other variation made without your prior consent.
- (e) If, for any reason, we don't charge any interest charge, fee, charge or expense, this does not mean we have varied your Terms and Conditions.
- (f) Just because we delay or do not do something these Terms and Conditions allow us to, it does not mean we waive that right.
- (g) If we notify you that we have varied these Terms and Conditions and you do not wish to continue your Account you should notify us that you wish to close your Account. If your credit contract with us has ended before the date on which the variation takes effect, then the variation will not apply to you. How you can close your Account and when your credit contract ends is described above in clause 17 "Closing your Account".

19. **Error/Dispute Resolution**

- (a) A Cardholder must tell us promptly if he or she has a complaint or believes that an error has occurred on the Account. You can lodge a complaint by:
 - (i) calling us;
 - (ii) writing to us at the address on the back cover of these Terms and Conditions;
 - (iii) by visiting our Card Services Online secure website.

- (b) If you are not satisfied with the result of your complaint, you can raise your complaint with the Financial Ombudsman Service Limited at:

GPO Box 3

Melbourne

VIC 3001

telephone 1300 78 08 08

www.fos.org.au

- (c) You should refer any disputes about a Transaction Amount to the Merchant or institution concerned first.
- (d) If a Transaction was processed through a Network we may:
- (i) resolve a complaint under the Network's rules. If we try to resolve a dispute in this way we and you are bound by the operating rules of the Network and the result will be governed by the limits imposed by those rules. If you don't tell us about your dispute within the time frames set by the Network it may affect our ability to resolve your claim;
 - (ii) claim a Chargeback right where one exists and you have notified a disputed Transaction to Card Services before the due date of the statement on which the disputed charge appears. If a Cardholder uses your Account to make a BPAY[®] payment, you cannot claim a Chargeback. BPAY[®] only allows refunds of mistaken, unauthorised or fraudulent payments;
 - (iii) claim a Chargeback for the most appropriate reason; and
 - (iv) reject any refusal of a Chargeback by a Merchant's financial institution that is inconsistent with the relevant operating rules.
- (e) You must comply with any reasonable request we make for further information in any form (including a statutory declaration).

20. **Responsibility for Recurring Instructions and Goods and Services Supplied**

- (a) Unless the law requires, we are not responsible for any goods or services Merchants supply to Cardholders or a Recurring Instruction by a Cardholder to a Merchant.
- (b) If a Recurring Instruction is in place and:
 - (i) your Account is suspended, cancelled or closed; or
 - (ii) your Card is re-issued with a different number or expiry date,you must change the Recurring Instruction with the Merchant immediately. If you don't we may:
 - 1. refuse or approve authorisation of any Recurring Instruction Transaction;
 - 2. tell the Merchant your Account status; and
 - 3. cancel the Recurring Instruction for you without telling you.
- (c) Even if you make a complaint to or dispute a transaction with a Merchant you must still pay us all amounts and charges charged to your Account other than amounts in respect of Chargebacks under clause 19(d) "Error/Dispute Resolution".

21. **Limits on Cash**

- (a) Daily and weekly Cash Advance minimum and maximum limits may apply to Electronic Equipment. We will advise you of these limits before your first use of the Electronic Equipment. Merchants or we may set minimum and maximum Cash Advance amounts.
- (b) In addition there is a limit to the amount of Cash Advances you can draw. This is the Total Cash Limit and it is a proportion of your Credit Limit. The Total Cash Limit is not a limit in addition to your Credit Limit. You can get Cash Advances up to your Total Cash Limit as long as this will not take you above your Credit Limit. Because of the way payments are allocated to your Account,

once you have drawn Cash Advances up to your Total Cash Limit you will only be able to get further Cash Advances once your Account balance is reduced to less than your Total Cash Limit. The amount which you will be able to get as a Cash Advance will be the difference between the Account balance and the Total Cash Limit. For example, if your Total Cash Limit is \$2,000 and the Account balance is \$1500 you will be able to draw up to \$500 in Cash Advances.

22. Limits on Use of Electronic Equipment

- (a) Transactions made using a Card or Electronic Equipment may be limited to minimum and maximum amounts in any specified period and to multiples of any amounts. Limits may vary between Electronic Equipment.
- (b) Merchants and ATM providers decide what types of transactions are available with their Electronic Equipment. They may not be the same as the transactions available through our Electronic Equipment. We make no promises that you or an Additional Cardholder will not suffer any loss or inconvenience because a particular piece of Electronic Equipment does not offer your proposed transaction type when you or an Additional Cardholder seeks to use it. Our promotional material displayed on any premises shall not be taken as a representation or warranty by us or the Merchant that all goods and services offered by the Merchant may be purchased by use of any of those facilities.

23. International Transactions

Transactions made in a currency other than Australian dollars will be converted from the original currency into United States Dollars, and then into Australian Dollars.

Both MasterCard and Citishare Network converts Transactions using conversion rates based on wholesale rates and set in accordance with its rules. When we receive the Australian dollar amount from MasterCard or Citishare Network, we then charge an International Transaction Fee

as set out in your Financial Table (also see clause 13 "Fees, Charges and Expenses") and charge the resulting Australian dollar amount to your Account. This amount may include any fees and charges any third party (including any Network) charges us. Because of these processes and the rates used in them the Australian dollar amount that we charge you will usually be different to the amount that you may have calculated at the time you initiated the Transaction.

24. Refunds

We will give you a refund:

- as set out in Card Service Non-Cash Payment Facilities Terms and Conditions; or
- when a dispute is resolved in your favour; or
- if we receive a refund (or some other refund verification acceptable to us) from a Merchant.

Refunds will reduce your Account balance but do not satisfy your monthly payment obligations.

25. Refusal to Allow Use of Card or Account

There may be instances where a Merchant does not accept a Card or Cheque or otherwise give credit to a Cardholder.

26. Transaction Record

A Merchant should give a Cardholder a record of a completed Transaction. Transaction records are evidence of the Transaction amount and should be checked carefully. You should report any dispute to us as soon as possible.

27. Certificate

A signed certificate from us:

- (a) stating your liability to us will be evidence of the amount you owe us at the date of the certificate unless shown to be incorrect. You are also liable for Transactions which we don't know about at that date;
- (b) giving copies of any documents or records we have about your Account or any application for your Account, will be evidence at the date of the certificate of what is contained in those records unless shown to be incorrect.

28. Notices

- (a) The parties can give notice to each other under these Terms and Conditions by post, facsimile or in any manner permitted by law.
- (b) If we give notice to you by post, you agree that, unless otherwise stated in these Terms and Conditions, the notice is deemed to be given to you:
 - (i) on the date of actual receipt of the notice or on the date it would have been delivered in the ordinary course of post, whichever occurs first; and
 - (ii) if sent to your last known address according to our records.
- (c) The Additional Cardholder agrees that, except where separate notices are required to be given by law, notice given by us to you in accordance with these Terms and Conditions constitutes notice to the Additional Cardholder.

29. Change of Personal Details

- (a) A Cardholder must notify us as soon as there is any change:
 - (i) to a name or any contact details; or
 - (ii) to the personal information contained on your credit file or report held by us.
- (b) We rely on this information being kept up-to-date and complete. You cannot make any claim against us if our records are out-of-date, incomplete or inaccurate because we were not advised of the change.

You can notify us by:

 - (i) calling us;
 - (ii) writing to the address noted on your statement; or
 - (iii) visiting our Card Services Online secure website.
- (c) We have given you this Account based on the personal and financial information that you disclosed to us. You must tell us immediately of any change to your financial situation which will affect your ability to

meet your payment obligations under this Account.

30. **Applicable Law**

These Terms and Conditions are intended to be interpreted in accordance with Australian laws. Card Services and you agree not to attempt to involve any court or tribunal in a dispute touching on these Terms and Conditions other than a court or tribunal established under Australian laws.

31. **No Tax Advice**

We cannot advise you about the tax treatment of our credit products. You should get your own taxation advice about how the product might affect your tax situation.

32. **Privacy at Card Services Australia**

Keeping customer information secure is a top priority for all of us at Citi. We hope this notice helps you understand how we handle the personal information about you that we collect and how you can control our disclosure of personal information about you. The provisions of this notice will apply to former customers as well as our current customers unless we state otherwise.

When Citi companies share personal information with other Citi companies it can make it easier when you apply for accounts or services from these companies. In addition, sharing personal information can help you receive timely notice about products, services or other special offers that may be of interest and benefit to you from companies in the Citi family or from selected third parties.

Citi is subject to the National Privacy Principles under the Privacy Act, and this document outlines how we intend to deliver all the rights and protections customers are entitled to. You can rely on similarly high standards wherever in the world you deal with a Citi company, due to Citi's Privacy Policies for Consumers followed by all members of the Citi family of companies. Where there are differences between Citi's Privacy Policies and Australia's Privacy Act, the stronger protection applies.

Our policies and practices to protect your personal information

We protect the personal information we collect about you by maintaining physical, electronic, and procedural safeguards that meet or exceed applicable law.

We require third parties that process personal information on our behalf to follow stringent standards of security and confidentiality.

We train people who work for us how to properly handle personal information and we restrict access to what is necessary for specific job functions.

Categories of personal information we collect and hold

The nature of the personal information we collect, and where it comes from, will vary according to the specific product, and may include:

- information we collect from you on applications or other forms, such as name, address, telephone number, occupation, assets and income;
- information about your transactions with us, our affiliates, or third parties, such as account balances, payment history, and account activity;
- information we receive from credit bureau reports;
- health information for insurance products.

Purposes of collecting your information

We will only collect personal information necessary for the product/service. These purposes may include:

- processing a product application;
- evaluating and monitoring credit worthiness;
- processing receipts and payments, and servicing customer's accounts;
- responding to customer inquiries about applications, accounts or services;
- understanding the customer's needs and offering products and services to meet those needs;

- allowing our affiliates and selected companies to promote their products and services to customers;
- assessing, processing and investigating insurance risks or claims;
- meeting legal and regulatory requirements.

We will not disclose any of the above information that we collect to affiliates or third parties without your consent.

Disclosures of your information

In common with many organisations, we keep our costs down by obtaining some routine services from external service providers, and your information may be provided to them on a confidential basis for this purpose. These disclosures and others to third parties may be for:

- cheque and statement printing and other administrative services;
- legal, settlement and valuation services;
- data processing and market research services;
- regulatory and compliance purposes;
- financial and professional advisory services;
- updating of credit information to credit bureaus;
- participating in payment systems, for example bank clearing and credit card associations;
- underwriting and assessing insurance risk and claims.

We can provide a list of third parties to whom we may disclose information on request.

Categories of affiliates with whom we may share your information

Our affiliates are the family of companies that form Citi Australia. In accordance with the National Privacy Principles enshrined in the Privacy Act, we will disclose to you at or around the time of collecting personal information from you that we may share your

information with affiliates.

These affiliates operate in several different lines of business including banking, credit cards, consumer finance, securities, and insurance. Our affiliates conduct business under names that include Card Services, Diners Club or any other Citi company.

Contact Us

If you wish to find out more information, or raise any specific or general concerns about Citi and its Privacy Policy, the contact details are as follows:

Citi Privacy Officer,
PO Box 204,
Sydney NSW 2001

Telephone: 1300 135 538

Email: privacy.officer@citi.com.au

Complaints and Disputes

If you have reason to believe that any Citi affiliate or department has breached the Privacy Policies outlined in this document, we urge you to raise this with the Citi Privacy Officer. To make this easier, you can obtain a form on request from the Citi Privacy Officer, for you to describe and send in your concern.

We will investigate all complaints and respond to you within 14 days. If we find a complaint justified, we will resolve it. If necessary, we will change policies and procedures to maintain our high standards of performance, service and customer care.

This is your right under the Privacy Act.

Access

You are entitled under the Privacy Act to access the information an organisation holds about you. We want to make this as simple as possible for you. You can obtain a form from the Citi Privacy Officer for this purpose, though you can make the request in a letter or by telephone if you prefer.

Given the range and diversity of Citi's operations in Australia, to help us locate and provide the information you request, we would ask that you be reasonably specific about the information you require, and take a few

minutes to complete the form.

We will need to validate the identity of anyone making an access request, to ensure that we do not provide your information to anyone who does not have the right to that information.

Where a customer establishes that the personal information we hold on them is not accurate, complete or up-to-date we will correct our records as necessary.

We may charge you an administration fee for providing access in accordance with your request. Your request will usually receive a response within 30 days.

Access to information about you is your right under the Privacy Act.

Your Privacy Preferences

Please remember that we will protect your personal information regardless of your privacy preferences.

If you do not wish us or other companies to communicate marketing offers to you, you may use the following methods to inform us:

Mail:

Citi Privacy Officer,
PO Box 204,
Sydney NSW 2001

Telephone:

Card Services: 1300 135 538

Email: privacy.officer@citi.com.au

Please do not include account numbers or other sensitive data in emails, since it may not be secure.

Alternatively, you may use the consumer preference facilities offered by:

- Registering your details with Australian Direct Marketing Association (ADMA). Note this should stop you from receiving unsolicited direct marketing from participating ADMA members.

Mail:

ADMA Do Not Contact Service, GPO Box 3895, Sydney NSW 2001.

Email: info@adma.com.au

Online registration: www.adma.com.au

- Registering your personal telephone numbers with Australian Communications and Media Authority (ACMA) on their Do Not Call Register.*

Mail:

Do Not Call Register, Australian Communications and Media Authority, PO Box 42, North Melbourne Vic 3051

Telephone: 1300 792 958

Online registration: www.donotcall.gov.au

* Important note: If you have indicated to us that you would like to receive communications by phone, you may be contacted even if you have registered your phone number on any governmental do not call register.

33. **Codes of Conduct**

We will observe the relevant provisions of:

- (a) the Electronic Funds Transfer Code of Conduct; and
 - (b) the Code of Banking Practice
- that apply to your Account.

34. **Financial Difficulty**

If you are in a situation where you are experiencing financial difficulty, please contact us as soon as possible or alternatively contact www.cardservicesdirect.com.au/usedcreditwisely for further information.

35. **Assignment**

Subject to applicable laws, including the Credit Codes, we may assign any of our rights, title and interest under these Terms and Conditions (including your Account) to any institution, corporation or person without your consent. We will notify you of any assignment of any of our rights, title and interest that relate to your Account or related arrangements if they have the effect of replacing us as the provider of credit to you, replacing us as the entity responsible for decisions about your Account, cause detriment whether financial or otherwise to you, or limit or reduce your rights under these Terms and Conditions. If we notify you of

an assignment and you do not wish to continue your Account you should notify us that you wish to close your Account. How you can close your Account and when your credit contract ends is described above in clause 17 "Closing your Account". Neither you nor any Additional Cardholder may assign your or their rights and obligations under these Terms and Conditions (including your Account) without our consent.

36. Severability

If any of the Terms and Conditions are, for any reason, held to be invalid, illegal or unenforceable, the remaining provisions will remain valid and enforceable.

37. No Mortgage

Your Account is not secured by any security interest.

38. Commission

We may pay commission to a third party in relation to your Account. If it is ascertainable, we state the commission amount payable in your Financial Table.

39. Credit Review

We have right to review your facility time to time 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 reporter may be obtained from a Credit Reporting Agency.

40. Information on Request

(a) You can call us for information about:

- (i) the Annual Percentage Rate or rates;
- (ii) the nature and amount of any fees and charges;
- (iii) minimum and maximum Transaction requirements and limits for your Account;
- (iv) general information about your Account;
- (v) commission amounts;
- (vi) rights and obligations of an Additional Cardholder;
- (vii) our obligations about your information;

- (viii) our complaint handling procedures; and
- (ix) using cheques and bank cheques.

Instalment Loans

If you have an Instalment Loan for your Account, these terms apply to you.

When you sign the acceptance form for the Instalment Loan offer letter (the **Offer Letter**) and return it to us or call us to accept the Instalment Loan offer, you acknowledge and agree to a variation of the Terms and Conditions of your Account, effective from the date we set up the Instalment Loan(s) (the **Commencement Date**), as follows.

Meaning of words

Available Credit the difference between the Credit Limit and the sum of the outstanding balance of the Account (excludes any Instalment Loan outstanding principal balance) and any Transactions and other amounts not yet debited to your Account.

Credit Limit is the maximum amount of credit we tell you in writing you can have on the overdraft/revolving part of your Account and excludes the Instalment Loan Amount(s).

Instalment Loan each advance of the Instalment Loan Amount we provide to you.

Instalment Loan Amount the amount of credit we advance to you for each Instalment Loan.

Monthly Instalment the monthly instalment that is payable under an Instalment Loan as specified on your monthly statement.

Total Maximum Amount of Credit has the meaning given in clause 2 below.

1. You requested us to provide additional credit under the Terms and Conditions by the Instalment Loan Amount(s).
2. The provision of additional credit as the Instalment Loan Amount(s) is separate to the credit provided within the Credit Limit for your Account. The Credit Limit together with the Instalment Loan Amount(s) will form the Total Maximum Amount of Credit provided under your loan contract. Amount and term of each Instalment Loan to you in writing.

4. If an Instalment Loan Establishment Fee or Early Termination Fee is specified in the Offer Letter, it will be charged to your Account at the time specified.
5. The Instalment Loan Annual Percentage Rate (**Instalment Loan APR**) specified in the Offer Letter will apply only to the Instalment Loan. The current APR(s) applicable to your Account will continue to apply to all other Transactions and other amounts debited to your Account.
6. The Instalment Loan interest charges will be charged to your Account at the end of the next Statement Period immediately following the Commencement Date and on the same date each month after that. The calculation for the Instalment Loan monthly interest charge is as follows:

Interest charge = (Instalment Loan principal component + Instalment Loan closing principal) x Instalment Loan APR / 12

7. Each Monthly Instalment is a "Transaction" of your Account. The Monthly Instalment will be included in the Minimum Payment Due. The new Minimum Payment Due each month will therefore be the sum of your Account Minimum Payment Due plus the Monthly Instalment for each Instalment Loan. The Minimum Payment Due will continue to be due and payable on or before each Payment Due Date specified in your monthly statement.
8. You must ensure that all amounts charged to your Account, including any Monthly Instalment, do not cause the balance of your Account to exceed your Credit Limit. If you exceed the Credit Limit, you may be charged Overlimit Fees. Any overdue and overlimit amounts are payable immediately.
9. You will be in default if you are in breach of any of the Terms and Conditions (as varied by these terms and conditions) including where you do not pay in full the Total Payment Due on your Account by the Payment Due Date every month.
10. If you do not pay in full the Total Payment Due by the Payment Due Date, the overdue Monthly Instalment amount will incur

interest at the standard APR applicable to your Account (subject to any other Special Promotions). The remaining principal balance of the Instalment Loan will remain at the applicable Instalment Loan APR.

11. Any or all of Your Instalment Loans may be cancelled without prior notice if your Account is in default as set out in the Terms and Conditions. If your Instalment Loan is cancelled, the remaining outstanding principal balance of the Instalment Loan will be transferred to your Account and form part of the outstanding balance of your Account. The balance of the cancelled Instalment Loan will be subject to the Terms and Conditions which applied before the Commencement Date (including the method of calculating interest charges) except that the Instalment Loan portion of the outstanding balance will be charged interest at the relevant Instalment Loan APR and be repaid before other Cash Advances and Retail Purchases (subject to any other Special Promotions). Please note clause 8 above.
12. Unless as part of a special offer or promotion, you cannot transfer any part of the outstanding balance of your Account or any other Card Services account to the Instalment Loan.
13. If you make a payment which exceeds the Payment Due, the excess amount will first be applied to the outstanding balance of your Account and then to the Instalment Loan(s) beginning with that with the earliest Commencement Date. If you would like the excess amount to be credited to your Instalment Loan first, you must contact us on 1300 135 538. Platinum Cardholders should call 1800 988 720.
14. If you make a payment which brings the balance of your Account into credit, that amount in credit will be applied towards the closing principal balance of the Instalment Loan(s) beginning with that with the earliest Commencement Date. The relevant Monthly Instalment amount will be reduced accordingly and notified to you on your next statement.

15. You may request Card Services to cancel any Instalment Loan at any time, by contacting us. The Terms and Conditions of the Account that applied before the Commencement Date will apply to the cancelled Instalment Loan from the date of cancellation. Please note clause 8 above.
16. Each Instalment Loan is a “Special Promotion” for the purposes of the Terms and Conditions. If you have a Rewards program attached to your Account, the Instalment Loan as a Special Promotion is not an Eligible Transaction - this means that it does not earn rewards points.
17. If you have an existing Creditshield or Creditshield Plus insurance policy for your Account, the policy will cover your Account and the Instalment Loan(s), subject to any exclusions as specified in the terms of your policy. As the premium is calculated on the outstanding statement balance, your monthly premium will increase to cover the Instalment Loan(s).
18. Except as varied in these terms, all other Terms and Conditions of your Account will remain the same and continue to apply and where relevant, will also apply to your Instalment Loan(s). If there is any inconsistency between these terms and the Terms and Conditions, these terms will prevail.

THINGS YOU SHOULD KNOW ABOUT YOUR PROPOSED CREDIT CONTRACT

This statement tells you about some of the rights and obligations of yourself and your credit provider. It does not state the terms and conditions of your contract.

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.

THE CONTRACT

1. How can I get details of my proposed credit contract?

Your credit provider must give you a precontractual statement containing certain information about your contract. The precontractual statement, and this document,

must be given to you before –

- your contract is entered into; or
- you make an offer to enter into the contract; whichever happens first.

2. **How can I get a copy of the final contract?**

If the contract document is to be signed by you and returned to your credit provider, you must be given a copy to keep. Also, the credit provider must give you a copy of the final contract within 14 days after it is made. This rule does not, however, apply if the credit provider has previously given you a copy of the contract document to keep.

If you want another copy of your contract, write to your credit provider and ask for one. Your credit provider may charge you a fee. Your credit provider has to give you a copy –

- within 14 days of your written request if the original contract came into existence 1 year or less before your request; or
- otherwise within 30 days of your written request.

3. **Can I terminate the contract?**

Yes. You can terminate the contract by writing to the credit provider so long as:

- you have not obtained any credit under the contract; or
- a card or other means of obtaining credit given to you by your credit provider has not been used to acquire goods or services for which credit is to be provided under the contract.

However, you will still have to pay any fees or charges incurred before you terminated the contract.

4. **Can I pay my credit contract out early?**

Yes. Pay your credit provider the amount required to pay out your credit contract on the day you wish to end your contract.

5. **How can I find out the pay out figure?**

You can write to your credit provider at any time and ask for a statement of the pay out

figure as at any date you specify. You can also ask for details of how the amount is made up.

Your credit provider must give you the statement within 7 days after you give your request to the credit provider. You may be charged a fee for the statement.

6. **Will I pay less interest if I pay out my contract early?**

Yes. The interest you can be charged depends on the actual time money is owing. However, you may have to pay an early termination charge (if your contract permits your credit provider to charge one) and other fees.

7. **Can my contract be changed by my credit provider?**

Yes, but only if your contract says so.

8. **Will I be told in advance if my credit provider is going to make a change in the contract?**

That depends on the type of change. For example:

- you get at least same day notice for a change to an annual percentage rate. That notice may be a written notice to you or a notice published in a newspaper.
- you get 20 days advance written notice for
 - a change in the way in which interest is calculated; or
 - a change in credit fees and charges; or
 - any other changes by your credit provider;

except where the change reduces what you have to pay or the change happens automatically under the contract.

9. **Is there anything I can do if I think that my contract is unjust?**

Yes. You should first talk to your credit provider. Discuss the matter and see if you can come to some arrangement.

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.
www.fos.org.au. 1300 780 808.

Alternatively, you can go to court. You may wish to get legal advice, for example from your community legal centre or Legal Aid.

You can also contact ASIC, the regulator, for information on 1300 300 630 or through ASIC's website at <http://www.asic.gov.au>.

INSURANCE

10. Do I have to take out insurance?

Your credit provider can insist you take out or pay the cost of types of insurance specifically allowed by law. These are compulsory third party personal injury insurance, mortgage indemnity insurance or insurance over property covered by any mortgage. Otherwise, you can decide if you want to take out insurance or not. If you take out insurance, the credit provider can not insist that you use any particular insurance company.

11. Will I get details of my insurance cover?

Yes, if you have taken out insurance over mortgaged property or consumer credit insurance and the premium is financed by your credit provider. In that case the insurer must give you a copy of the policy within 14 days after the insurer has accepted the insurance proposal.

Also, if you acquire an interest in any such insurance policy which is taken out by your credit provider then, within 14 days of that happening, your credit provider must ensure you have a written notice of the particulars of that insurance.

You can always ask the insurer for details of your insurance contract. If you ask in writing, your insurer must give you a statement containing all the provisions of the contract.

12. If the insurer does not accept my proposal, will I be told?

Yes, if the insurance was to be financed by the credit contract. The insurer will inform you if the proposal is rejected.

13. In that case, what happens to the premiums?

Your credit provider must give you a refund or credit unless the insurance is to be arranged with another insurer

14. What happens if my credit contract ends before any insurance contract over mortgaged property?

You can end the insurance contract and get a proportionate rebate of any premium from the insurer.

MORTGAGES

15. If my contract says I have to give a mortgage, what does this mean?

A mortgage means that you give your credit provider certain rights over any property you mortgage. If you default under your contract, you can lose that property and you might still owe money to the credit provider.

16. Should I get a copy of my mortgage?

Yes. It can be part of your credit contract or, if it is a separate document, you will be given a copy of the mortgage within 14 days after your mortgage is entered into.

However, you need not be given a copy if the credit provider has previously given you a copy of the mortgage document to keep.

17. Is there anything that I am not allowed to do with the property I have mortgaged?

The law says you can not assign or dispose of the property unless you have your credit provider's, or the court's, permission. You must also look after the property. Read the mortgage document as well. It will usually have other terms and conditions about what you can or can not do with the property.

18. What can I do if I find that I cannot afford my repayments and there is a mortgage over property?

See the answers to questions 22 and 23. Otherwise you may:

- if the mortgaged property is goods - give the property back to your credit provider, together with a letter saying you want the credit provider to sell the property for you;
- sell the property, but only if your credit provider gives permission first;

OR

- give the property to someone who may then take over the repayments, but only if your credit provider gives permission first.

If your credit provider won't give permission, you can contact their external dispute resolution scheme for help.

If you have a guarantor, talk to the guarantor who may be able to help you.

You should understand that you may owe money to your credit provider even after the mortgaged property is sold

19. Can my credit provider take or sell the mortgaged property?

Yes, if you have not carried out all of your obligations under your contract.

20. If my credit provider writes asking me where the mortgaged goods are, do I have to say where they are?

Yes. You have 7 days after receiving your credit provider's request to tell your credit provider. If you do not have the goods you must give your credit provider all the information you have so they can be traced.

21. When can my credit provider or its agent come into a residence to take possession of mortgaged goods?

Your credit provider can only do so if it has the court's approval or the written consent of the occupier which is given after the occupier is informed in writing of the relevant section in the National Credit Code

GENERAL

22. What do I do if I cannot make a repayment?

Get in touch with your credit provider immediately. Discuss the matter and see if you

can come to some arrangement. You can ask your credit provider to change your contract in a number of ways:

- to extend the term of the contract and to extend the term of your contract and reduce payments; or
- to extend the term of your contract and delay payments for a set time; or
- to delay payments for a set time.

23. What if my credit provider and I cannot agree on a suitable arrangement?

If the credit provider refuses your request to change the repayments, you can ask the credit provider to review this decision if you think it is wrong.

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 25.

24. Can my credit provider take action against me?

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.

25. Do I have any other rights and obligations?

Yes. The law will give you other rights and obligations. You should also READ YOUR CONTRACT carefully.

IF YOU HAVE ANY COMPLAINTS ABOUT YOUR CREDIT CONTRACT, OR WANT MORE INFORMATION, CONTACT YOUR CREDIT PROVIDER. 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 13 78 08 08 OR VISITING WWW.FOS.ORG.AU

PLEASE KEEP THIS INFORMATION STATEMENT. YOU MAY WANT SOME INFORMATION FROM IT AT A LATER DATE.

For more information on Card Services Credit Card
visit us at

www.cardservicesdirect.com.au

or call

1300 135 538

Platinum Cardholders should call

1800 988 720

If you are calling from overseas please call

61 2 8225 0620

For general correspondence please write to

GPO Box 40

Sydney NSW 2001

