

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 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

Remove:

*Financial Ombudsman
Service Limited at:*

*GPO Box 3,
Melbourne, VIC 3001.
Telephone 1800 367 287.
www.fos.org.au.*

Replace with:

*Australian Financial
Complaints Authority
(AFCA) at:*

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

- **Part C: Credit Guide**

Section 3 – Alternate dispute resolution paths

**Financial Ombudsman Service and How to
contact FOS**

Remove:

*Financial Ombudsman
Scheme*

*The Financial Ombudsman
Service (FOS)*

*How to contact FOS
GPO Box 3,
Melbourne, VIC 3001
Phone 1800 367 287*
Fax 03 9613 6399
Email info@fos.org.au
Website www.fos.org.au
*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.*

Replace with:

*Australian Financial
Complaints Authority*

*The Australian Financial
Complaints Authority (AFCA)*

*How to contact AFCA
GPO Box 3
Melbourne VIC 3001
Phone: 1800 931 678
(free call)
Email: info@afca.org.au
Website: www.afca.org.au*

- **Part D: Information Statement**

Things you should know about your proposed credit contract

Remove:

*your credit provider's
external dispute
resolution scheme*

Replace with:

the AFCA scheme

The contract

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

Remove:

*your credit provider's
external dispute resolution
scheme*

Replace with:

the AFCA scheme

External dispute resolution is

The AFCA scheme is

*Your credit provider's
external dispute resolution
provider is Financial
Ombudsman Service Limited.
www.fos.org.au
1800 367 287*

*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.*

General

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

Remove:

*external dispute resolution
scheme that your credit
providers belongs to*

Replace with:

AFCA scheme

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

Remove:

*the credit provider's
external dispute
resolution scheme*

Replace with:

the AFCA scheme

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

Remove:

YOUR CREDIT PROVIDER'S EXTERNAL DISPUTE RESOLUTION SCHEME

EXTERNAL DISPUTE RESOLUTION IS

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

Replace with:

THE AFCA SCHEME

THE AFCA SCHEME IS

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.

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

Changes applying to the section titled **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***.

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:

- *that monthly instalment will, from the day after the payment due date, be charged interest at the non-promotional rate; and*

- **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”*.

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:

We will process the request to close your account as soon as is practicable, once the balance of your account is zero.

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 paragraph 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, the heading ***Interest free period*** and everything which follows after it 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):

Interest free period

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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