

# Citibank Rewards Credit Card - Platinum Terms and Conditions and Important Information

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# Unsecured Revolving Credit Terms and Conditions

March 2012

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 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 Citibank Rewards, Citibank Qantas Rewards or Citibank Miles, that participation is governed by our separate Citibank Rewards and Citibank Qantas Rewards and Citibank Miles Program Terms and Conditions. These are separate but related contracts between you and us.

You can get a copy of any of Citibank's Terms and Conditions by calling CitiPhone Banking or at [www.citibank.com.au](http://www.citibank.com.au).

## **Important Information and Disclosures**

**These Terms and Conditions are for the following Citibank Non-Cash Payment Facilities:**

Citibank Debit Card

Citibank Visa Debit Card

Citibank Credit Cards

Cheques

Citibank Online (Internet Banking)

CitiPhone Banking (Telephone Banking)

EFTPOS

Periodic Payments

Direct Debits

Telegraphic Transfers

BPAY®

## **Product Disclosure Statement**

**If a Product Disclosure Statement (PDS) is given to you for an Account that is issued by an entity other than Citigroup Pty Limited, for example Citibank N.A., Sydney Branch, this document is the PDS for the Non-Cash Payment Facilities. This Non-Cash Payment Facilities PDS is to be read together with your Account PDS.**

## **Terms and Conditions**

**If a PDS is given to you for an Account that is issued by Citigroup Pty Limited, this document and the Schedule of Fees and Charges together with the Account PDS form the PDS for your Account.**

**If a PDS is not given to you for an Account, this document forms the Terms and Conditions of use for the Non-Cash Payment Facilities. These Non-Cash Payment Facilities Terms and Conditions are to be read together with your Account Conditions.**

**It is important that you read the Non-Cash Payment Facilities Terms and Conditions before accessing the Non-Cash Payment Facilities and keep this document in a safe place for future reference. Capitalised terms have the meaning given in clause 1 of Section A of the Terms and Conditions. If there is any inconsistency between the Terms and Conditions and the Account Conditions, the latter will prevail to the extent of the inconsistency.**

**You can contact us 24 hours a day, seven days a week by calling CitiPhone Banking on 13 24 84 (within Australia) or +61 2 8225 0615 (from outside Australia and we will accept the charges). You can also access Citibank Online at anytime by visiting our website [www.citibank.com.au](http://www.citibank.com.au)**

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# Part I - Features

## ATM

You can have flexible access to your money with your Card at ATMs both:

- in Australia - at all major Australian bank ATMs and for Citibank Debit Card, Australia Post outlets displaying the Bank@Post logo; and
- throughout the world where the relevant Network logo is displayed. You can withdraw cash and obtain Account balances at any of these ATMs.

## EFTPOS

EFTPOS stands for Electronic Funds Transfer at Point of Sale. This retail facility allows you to debit the cost of your purchase to your Account using your Card. Depending on the retailer, you may also be able to withdraw cash.

## ATM and EFTPOS Limits

An Australian dollar daily limit applies to ATM and EFTPOS cash withdrawals and purchases within Australia as determined by Citibank. This limit shall be advised to you from time to time. Multiple withdrawals may be required at the ATMs of some banks to access the daily limit for cash withdrawals.

## Citibank Online

Citibank Online is available 24 hours a day, seven days a week from anywhere in the world. You can:

- obtain an Account balance and Transaction summary including details of your deposits and withdrawals;
- download a listing of Account activity;
- transfer funds between Accounts. However funds cannot be transferred from a credit card Account to another Account or from a line of credit that is not a mortgage Account to a credit card Account;
- transfer funds from your Account to any other bank account at any bank in Australia;
- transfer funds overseas;
- pay bills using BPAY®;
- set up and change periodic payments;
- view your statements for the last 36 months;
- change your ATM PIN; and
- update your contact details.

Some or all of the banking services that may be accessed through Citibank Online may not be available from time to time due to maintenance or

non availability of certain features of Citibank Online. In the event of such unavailability, please call CitiPhone Banking to conduct your banking Transactions.

In order to access Citibank Online, you need to enter (when prompted):

- your Identifier / Card number;
- your Code / PIN; and
- any other Identifier, Code or information which Citibank requires.

You will also need certain minimum computer software and hardware. Please visit [www.citibank.com.au](http://www.citibank.com.au) for the latest information.

You are responsible for maintaining the security of your computer software and hardware and for logging off Citibank Online before leaving the computer you use unattended. Citibank is not responsible for any loss incurred where you have not correctly used Citibank Online or in circumstances beyond Citibank's reasonable control despite reasonable precautions taken by Citibank.

### **Citibank Online Limits**

Funds transferred from Accounts other than credit card Accounts through Citibank Online are subject to an Australian dollar \$10,000 daily limit (or as determined by Citibank). For funds transfer from credit card Accounts, the maximum limit is the amount of credit that is available at the time of transfer.

### **CitiPhone Banking**

CitiPhone Banking is available 24 hours a day, seven days a week. You can:

- activate your Card;
- obtain your Account balance;
- obtain details of your most recent Account activity including deposits and withdrawals;
- pay bills using BPAY®;
- transfer funds between your Accounts. However funds cannot be transferred from a credit card Account to another Account or from a line of credit that is not a mortgage Account to a credit card Account;
- transfer funds from your Account to any other bank account at any bank in Australia;
- change your TPIN;
- obtain general information, such as current interest rates; and
- speak to a Customer Service Officer for any other matter.

You will need your Identifier and your TPIN to use CitiPhone Banking.

### **CitiPhone Banking Limits**

Funds transferred by calling CitiPhone Banking are subject to an Australian dollar \$10,000 daily limit (or as determined by Citibank). For funds transferred



from credit card Accounts the maximum limit is the amount of the credit that is available at the time of transfer.

## **Telegraphic Transfer**

Telegraphic transfers are not available from credit card Accounts. You can use Citibank's telegraphic transfer service to transfer funds between any other type of Account and another local or overseas bank account. Standard telegraphic transfer fees will apply. Please refer to the Account Conditions for details of the fees.

## **Cheques**

You can make deposits into your Account by mail or at any Australia Post outlet. To mail your cheque, simply post your cheque together with a deposit slip to:

Citigroup Pty Limited  
GPO Box 40 Sydney NSW 2001

Cheques sent by mail must be in the name of the Account holder or Citigroup Pty Limited followed by your Account number. We do not accept cash.

## **Cheque Facilities**

If you would like a cheque book, and if it is an available feature of your product, you will need to order one online at [www.citibank.com.au](http://www.citibank.com.au) or call CitiPhone Banking.

## **Writing a cheque**

A few simple precautions can help minimise the risk of forgery or fraud.

- Do not leave gaps between and within words and figures.
- If there are no cents, write 'only' after the dollar figure.
- If there is unused space, fill it with a horizontal line.
- Write in blue or black ink and never in pencil.
- Never sign a blank cheque.
- If you make an alteration to a cheque, authorise the change with your initials.
- Advise us immediately if any cheques are lost or stolen.
- Keep a record of cheques issued by filling in the details on the cheque book stub.
- If there is a discrepancy between a cheque you have written and your statement, inform Citibank immediately.
- Take care to complete your cheque with an accurate date and your signature.

## **Crossed cheques**

Crossing a cheque means drawing two parallel lines across the face of the cheque from top to bottom, with or without the words 'not negotiable' between them. The cheque may be crossed by the drawer, or anybody in the position of the drawer.

When you cross a cheque you are instructing the negotiating bank to credit a bank account, not cash it over the counter. If a bank does cash a crossed cheque it may be liable for any loss suffered by the true owner.

### **Writing 'not negotiable'**

When written between two parallel lines across the face of a cheque, the words 'not negotiable' protect the 'true owner' should the cheque be lost or stolen.

For example, if a cheque marked 'not negotiable' is stolen and used by the thief to pay for goods, the person supplying the goods would be liable to refund the amount of the cheque to its rightful owner if the thief was unable to be located.

### **Adding 'account payee only'**

Writing 'account payee only' on a cheque has no statutory effect. However, a bank will usually take care to only pay the particular payee or endorsee written on the cheque.

### **The words 'or bearer'**

If an uncrossed cheque without 'not negotiable' written on it has the words 'or bearer' at the end of the line on which you put the name of the person to be paid, the bank must pay to any person in possession of the cheque. If you cross out 'or bearer', the bank must pay the proceeds only to the person whose name is on the cheque, or as he or she directs.

If you insert the words, 'to the order of' in front of the name of the payee (whether or not you also cross out 'or bearer') on an uncrossed cheque, the bank with which the cheque is drawn should only pay it to:

- the named payee; or
- any other person to whom the named payee has ordered it to be paid by endorsing the cheque.

### **How long does it take to clear a cheque?**

You will generally be able to draw on funds deposited by cheque after three Business Days. For cheques presented to Australia Post you will be able to draw on those funds after between five to seven Business Days from the day of deposit. It will take longer for you to be able to draw on funds deposited by a cheque in a foreign currency.

### **When can a cheque be dishonoured?**

A cheque may be dishonoured where:

- there are insufficient cleared funds in the account of the drawer;
- the cheque is unsigned;
- the cheque is more than 15 months old
- the cheque has been materially altered and the alteration has not been authorised;

- there is a legal impediment to payment; or
- the cheque has been stopped.

Dating a cheque with a date after the day on which the cheque is drawn is called “post-dating” the cheque. This does not invalidate the cheque. The cheque should be presented on or after the cheque’s date.

Citibank may charge you a dishonour fee for a cheque which has been dishonoured. Please refer to the Account Conditions for details of the fees.

### **How do I stop a cheque that I have written?**

You may stop a cheque that you have written by notifying CitiPhone Banking.

### **What if I lose my cheque or cheque book or it is stolen or there has been unauthorised use?**

If a cheque, or your cheque book is lost or stolen or there has been unauthorised use, you must take the following action:

- cheque written by you - request Citibank to stop the cheque and tell the person to whom the cheque is payable; or
- Citibank cheque book - tell Citibank to put a stop payment on the cheque numbers. If you subsequently find the cheques, Citibank will require written authorisation from you before the cheques can be used.

If you don’t inform Citibank that your cheque or cheque book has been lost or stolen or there has been unauthorised use, as soon as possible, you may be liable for Transactions incurred before you notify Citibank, even if they are made without your authority.

### **Bank Cheques**

Citibank customers may purchase bank cheques from Citibank. Bank cheques are not available to persons who are not existing Citibank customers. A fee will apply - please refer to the Account Conditions for details of the fees.

### **Paying Bills**

You may pay bills by using the BPAY® electronic payments service through Citibank Online or by calling CitiPhone Banking.

You must comply with your Account Conditions for the Account from which you ask Citibank to debit a BPAY® to the extent that those conditions are not inconsistent with the conditions of using BPAY®, set out below.

When you ask Citibank to make a payment through BPAY®, you will need the following details:

- the Biller Code, and your customer reference number which is written on the bill near the BPAY® logo;

- the Account from which you wish to make the payment; and
- the amount of the payment you wish to make.

You must be careful to tell us the correct amount you wish to pay. If you have paid too much, you must contact the organisation that issued the bill to obtain a refund. If you have paid too little, you can make another payment through BPAY® to make up the difference.

If a payment made through BPAY® cannot be processed by the organisation that issued the bill, we will advise you of this and credit your Account with the attempted payment.

BPAY® cut off times apply and are available by contacting CitiPhone Banking.

## **Your Card**

### **Citibank Debit Card and Citibank Visa Debit Card**

Citibank Debit Card and Citibank Visa Debit Card are debit card which enables you to operate nominated Citibank Accounts. You may need to choose which of your Accounts can accessed using a Citibank Debit Card or Citibank Visa Debit Card (if your Account allows it).

Please contact CitiPhone Banking to do this.

### **Using your Card in Australia**

You can use your Card through ATMs, EFTPOS, teller terminals, home banking terminals or any similar machines authorised by Citibank to access funds and information and to purchase goods and services.

Citibank Visa Debit Cards and Credit Cards can be used to make purchases online and over the phone.

### **Using your Card outside Australia**

You may also use your Card around the world at the relevant Network ATMs or terminals. Transactions in a currency other than Australian dollars will be converted to Australian dollars in accordance with clause 29 "Use of Card, Citibank Online and CitiPhone Banking our Australia". Please refer to the Account Conditions for details of the fees. Citibank may also pass on any fee imposed by a third party with respect to the Transaction.

Citibank Debit Cards and Credit Cards can be used at overseas retailers who display the relevant Network acceptance sign and to make purchases online and over the phone.

### **Secure the safety of your Card**

You or an Additional Signatory (as applicable) must secure the safety of each of your Cards. Please refer to the Terms and Conditions for further details on Card and Code security.

## Significant Benefits and Risks

### Benefits

Citibank Non-Cash Payment Facilities allow you to access funds in your Accounts by means other than cash withdrawals. The Citibank Non-Cash Payment Facilities offer you the flexibility and convenience to move money between your Accounts, to other accounts, to make payments to third parties and to monitor and view the status of your Accounts.

- ✓ Convenience
- ✓ 24 hr seven day Access
- ✓ Speed.

### Risks

Some risks associated with the use of the Non-Cash Payment Facilities are as follows.

#### Citibank Online access security

There is a risk of unauthorised access to your Account. To minimise this risk we recommend you use an up to date operating system and browser software. You can log onto our website [www.citibank.com.au](http://www.citibank.com.au) or contact CitiPhone Banking for more information about software and browser requirements. We also advise that you:

- always sign on to Citibank Online from your browser by typing [www.citibank.com.au](http://www.citibank.com.au) into the address bar;
- do not follow links to Citibank Online from an email
- never disclose your PIN to anyone, not even a Citibank representative;
- change your PIN regularly
- install up to date security protection software on your computer such as a personal firewall and anti-virus software;
- always sign off properly from Citibank Online by selecting "sign off" - don't just close your browser;
- if you believe your Account has been compromised in any way, call CitiPhone Banking immediately; or
- regularly check our website [www.citibank.com.au](http://www.citibank.com.au) for updated security tips and alerts.

## **Cheque security**

There is a risk of unauthorised access to your Account through a stolen, forged or altered cheque.

Citibank may dishonour your cheque in circumstances, including where your Account has insufficient funds. For further information refer to the section Cheque Facilities in this section.

## **Card access security**

There is a risk of unauthorised access to your Account if another party comes into possession of your lost or stolen Card. Refer to the Terms and Conditions for details on Card and Code security, lost or stolen Card or Code and liability for Unauthorised Transactions.

There is a risk that your Account may be overdrawn by use of your Citibank Debit Card or Citibank Visa Debit Card. See the Terms and Conditions for terms on overdrawn Accounts.

If your Card has a credit capability and you use the credit option to pay, we may decline to authorise such Transactions.

## **Reliance on your instructions**

There is a risk that we cannot verify, for example where a signature is not required, whether the user of your respective Identifiers and Codes is you or an Additional Signatory. There is also the risk that your or an Additional Signatory's Identifier and Code may allow anybody correctly using them to conduct the type of operations on Accounts for which Citibank Online and CitiPhone Banking provides access.

## **CitiPhone Banking access security**

There is a risk of unauthorised access to your Account through error or fraud.

There is a risk that a payment may be made to the wrong account if you do not give us the correct BSB and account number details.

## **Access to credit**

If a Non-Cash Payment Facility is linked to an Account that is an Account with a line of credit (or provides access to extra repayments made to a loan account) there is a risk of the Non-Cash Payment Facility being used to make unauthorised transactions on that Account.

## **Fees and Charges**

Fees and charges apply to certain Non-Cash Payment Facilities which are set out in the Account Conditions.

## **Taxation**

This section is a general guide to the key Australian taxation implications of

the Non-Cash Payment Facilities and does not take into account your specific taxation circumstances. The taxation consequences may vary depending upon the particular circumstances of each Account holder. Accordingly, you should seek independent taxation advice before using any Non-Cash Payment Facilities.

### **Quoting your Tax File Number (TFN)**

You are not required to quote your TFN or an appropriate exemption. However, if you do not, and you are a resident of Australia, Citibank is required to withhold tax at the highest marginal tax rate plus Medicare levy from income earned on your Accounts.

### **Interest income**

Interest income earned on an Account will be sourced in Australia. If you are a resident of Australia in the income year in which the interest is paid or credited your interest will be included in assessable income for Australian tax purposes. If you are a non-resident you will be subject to 10% interest withholding tax.

### **Disputes and Complaints**

If you have a complaint about any Non-Cash Payment Facility, you should take the following steps:

- call CitiPhone Banking and let us know what the problem is;
- make a complaint in writing to:

Citigroup Pty Limited  
Customer Advocacy Unit  
GPO Box 204  
SYDNEY NSW 2001; or

lodge a complaint online at any time through [www.citibank.com.au](http://www.citibank.com.au) by going to: "Contact us" link then, click on "Lodging a complaint".

Once you have contacted Citibank, we will begin the process of investigating and resolving your complaint. We will try to resolve your complaint quickly and fairly.

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  
Phone: 1300 78 08 08  
[www.fos.org.au](http://www.fos.org.au)

### **No Cooling Off Period**

There is no cooling off period for Non-Cash Payment Facilities.

### **Privacy and Financial Difficulty**

Please refer to your Account Conditions for details on how Citibank handles your personal information and what to do if you are in financial difficulty.

# Part II - Terms and Conditions

**Non-Cash Payment Facilities** include the following services and products provided by Citibank:

- Citibank Debit Card;**
- Citibank Visa Debit Card;**
- Citibank Credit Cards;**
- Cheques;**
- Citibank Online (Internet Banking);**
- CitiPhone Banking (Telephone Banking);**
- EFTPOS;**
- Periodic Payments;**
- Direct Debits;**
- Telegraphic Transfers; and**
- BPAY®**

Your access to the Non-Cash Payment Facilities is subject to your Account Conditions. Please refer to your Account Conditions to determine access. If there is any inconsistency between these Terms and Conditions and the Account Conditions, the latter will prevail.

## **A. GENERAL**

### **1. Definitions and Interpretation**

#### **1.1 Definitions**

In these Terms and Conditions, unless the context requires otherwise:

**Access Service Provider** means any organisation that arranges for an individual or an organisation to have access to the Internet.

**Account** means your Citibank or Citibank N.A., Sydney Branch Account or other Citigroup Account to which the Non-Cash Payment Facility is attached;

**Account Conditions** means the terms and conditions or Account PDS (Product Disclosure Statement) governing the use of your Account(s) and any facility to which the Account(s) are attached;

**Additional Signatory** means another person who is authorised by you including being issued with a Card, to effect Transactions on the Account;

**ATM** means an Electronic Equipment from which, amongst other things, you or your Additional Signatory can withdraw cash from an Account by use of their Card;



**ATM PIN** means the Code in the form of a personal identification number allocated from time to time by us to your Card;

**Authority To Operate** means the authority to operate section of the Account opening form that may be completed by you;

**Banking Business Day** means any day on which banks in Melbourne or Sydney are able to effect settlement through the Reserve Bank of Australia.

**Biller** means a Merchant who accepts BPAY® Payments.

**BPAY® Payments** are payments made by you or an Additional Signatory through BPAY®.

**BPAY® Contact Details** means BPAY® Pty Ltd ABN 69 079 137 518 of Level 4, 3 Rider Blvde, Rhodes NSW 2138. Phone: (02) 8252 0500.

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

**Card** means any credit card or debit card for use on your Account and includes a card issued to an Additional Signatory;

**Cardlink Contact Details** means **Cardlink Services Limited** ABN 60 003 311 644 of Level 4, 3 Rider Blvde, Rhodes NSW 2138. Phone: (02) 9646 9222.

**Chargeback** means the relevant operating rules for transferring the Transaction amount of a disputed Transaction from the Merchant's financial institution to your Account;

**Citibank, we, our, us** means Citigroup Pty Limited ABN 88 004 325 080, Australian Credit Licence No. 238098, of 2 Park Street, Sydney, NSW 2000;

**Citibank Internet Banking** means an electronic service that permits you to access through the internet a number of banking services through the use of a personal computer terminal upon correct input of your Identifier / Card number, Code / PIN and/or any other information required by Citibank;

**Citibank N.A., Sydney Branch** means Citibank N.A., Sydney Branch, ABN 34 072 814 058 incorporated in the United States of America;

**Citibank Online** means Citibank Online Internet Banking.

**Citibank Debit Card** means any debit card authorised by Citibank for use on your Account and includes a card issued to an Additional Signatory;

**Citibank Visa Debit Card** means any Citibank Visa debit card which may be supplied for use with your Account and includes a card issued to an Additional Signatory

**Citishare** means ATMs outside of Australia that are part of the Citishare Network;

**Citishare Network** means all Networks (and institutions participating in such Networks) that have contracted with Citishare Corporation to permit you and any Additional Signatory to utilise their Card at the ATMs of the participating

institutions. This term does not include any institutions at which you or any Additional Signatory may utilise their Card by virtue of networking arrangements made by other organisations such as Visa;

**Citishare Network Members** means all institutions and corporations nominated by us to participate in, and the processors of information or data in relation to, the Citishare Network;

**Code** means

(a) information:

- the content of which is known to you and any Additional Signatory and is intended to be known only to you and any Additional Signatory;
- which Citibank requires you and any Additional Signatory to keep secret;
- which you and any Additional Signatory must provide (in any manner) to or through a Device or Electronic Equipment in order to access your Account; and

(b) includes your ATM PIN, PIN, TPIN or password;

**Daily Transaction Limit** means the daily transaction value limits with respect to withdrawing and transferring to and from an Account by using a Non - Cash Payment Facility, as referred to in clause 21 in section B below;

**Default Account** means the Account for which details display by default on access to Citibank Online;

**Device** means a physical device used with Electronic Equipment to access your Account, for example a Card, token or biometric reader;

**Electronic Equipment** includes electronic terminals (such as ATM and EFTPOS), computer, television and telephone that are approved by Citibank and through which Transactions may be effected;

**Identifier** means information:

- the content of which is known to you or an Additional Signatory (as applicable) but not only to them and which they are not required to keep secret; and
- which you or an Additional Signatory (as applicable) must provide (in any manner) to or through a Device or Electronic Equipment in order to access your Account. (An Identifier may be, for example, an Account number, card number, or card expiry date);

**Merchant** means a provider of goods or services which has agreed to accept Cards for the purpose of purchasing those goods or services;

**Network** means the organisations, institutions and schemes through which you may perform Transactions on your Account including the Citishare Network;

**Network Members** means all institutions and corporations participating in, and that process information or data in relation to, the relevant Network;

**Online Authorisation Code** means a Code in the form of an online authorisation code which may be provided by Citibank to you from time to time in respect of specified transfers of funds from your Account.

**PIN** means the Code in the form of the personal identification number allocated by Citibank or as changed by you or any Additional Signatory (as applicable);

**TPIN** means the Code in the form of a telephone personal identification number allocated by Citibank or as changed by you or an Additional Signatory that may be required to access your Account by telephone;

**Transaction** means any transaction authorised by you or by an Additional Signatory (as applicable), which is made by the use of a Card, a cheque, an Identifier and/ or a Code or, by any other means authorised by Citibank from time to time and includes a cash advance.

**Unauthorised Transaction** means a Transaction, which is made without your or an Additional Signatory's (as applicable) knowledge, consent or authorisation

**You** and **your** means the person or persons in whose name the Account is held.

## 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. Code of Banking Practice and Electronic Funds Transfer Code of Conduct

2.1 Where the Code of Banking Practice applies Citibank will observe the relevant provisions of that Code. Citibank will provide you with a copy of the Code of Banking Practice on request.

2.2 General descriptive information on the following is contained in your Account Conditions or these Terms and Conditions and can be provided on request:

- (1) account opening procedures;
- (2) our obligations regarding the confidentiality of your information;
- (3) complaint handling procedures;
- (4) cheques including bank cheques; and
- (5) the advisability of you informing us promptly when you are in financial difficulty.

2.3 Citibank warrants that it complies with the requirements of the Electronic Funds Transfer Code of Conduct.

### **3. Privacy And Confidentiality**

3.1 Citibank, in addition to its duties under the Privacy Act 1988, has a general duty of confidentiality towards you, except in the following circumstances:

- (1) where disclosure is compelled by law; or
- (2) where there is a duty to the public to disclose; or
- (3) where Citibank's interests require disclosure; or
- (4) where disclosure is made with your express or implied consent.

### **4. Statements of Account**

Transactions performed using Electronic Equipment (including ATM, EFTPOS, Citibank Online and CitiPhone Banking) will be recorded on your statements of Account which are provided to you in accordance with your Account Conditions.

### **5. Notices**

5.1 Except where you have specifically agreed to receive information or notices under these Terms and Conditions and Account Conditions electronically (to the extent permitted by law), Citibank will send all notices including the statements of Account to the most recent mailing address received from you.

5.2 If you have agreed to receive this information or notices under these Terms and Conditions and Account Conditions electronically we may give you a notice either by:

- (1) broadcasting a message on the Citibank Online Internet site; or
- (2) delivering it to you by an electronic message to your latest e-mail address recorded on our system.

5.3 Any notice or statement to be given or demand to be made to you under these Terms and Conditions:

- (1) if a signature is required, will be effectively signed on behalf of Citibank if it is executed by Citibank, any of Citibank's officers, solicitor or attorney; and
- (2) will be served by being: delivered personally to, left at, or posted in a prepaid envelope or wrapper to your address, or by being emailed to your e mail address, as notified to Citibank or your registered office, place of business, or residence last known to Citibank, or by being sent to you by facsimile transmission.

#### 5.4 A demand or notice, if:

- (1) delivered personally will be deemed served when left at the address;
- (2) posted will be deemed served two Business Days after posting; or
- (3) sent by facsimile or electronic transmission will be deemed served on conclusion of transmission.

Service by any of these methods will be valid even if you do not receive the document or if the document is returned to Citibank unclaimed.

#### 5.5 Unless otherwise specified in these Terms and Conditions, notices to us under these Terms and Conditions shall be in writing, signed by you or your duly authorised person and sent to us at the following address or in such other way as set out in these Terms and Conditions or as we may advise from time to time:

### **Citigroup Pty Limited**

G.P.O. Box 40  
Sydney, NSW 2001.

## **6. Variation**

- 6.1 Subject to clause 6.3, Citibank may at any time vary these Terms and Conditions by giving you reasonable written notice.
- 6.2 Citibank will provide 30 days' prior notice if it introduces any new fee or charge, increases the amount of any fee or charge (other than a government charge), increases your liability for losses or imposes, removes or changes any maximum limits to the amounts that may be withdrawn or transferred by the use of a Card, Citibank Online or CitiPhone Banking.
- 6.3 Where permitted by law including the Code of Banking Practice and the Electronic Funds Transfer Code of Conduct we may give you notice of variation of these Terms and Conditions by displaying a notice on or within the immediate vicinity of the site of Electronic Equipment or by press advertisement.

## **7. Fees and Charges**

Subject to the Account Conditions, any fees, government charges and stamp duty payable as a result of the use of a Non-Cash Payment Facility are payable by you and we will debit such charges to the Account.

## **8. Liability for Loss**

If you or an Additional Signatory do not observe your obligations under these Terms and Conditions or act negligently or fraudulently in respect of any Non-Cash Payment Facility it may cause us loss. You will be liable for any loss or damage which you or an Additional Signatory cause us (except to the extent that the loss or damage was caused by our fraud or negligence).

## **9. Cancelling a Payment Facility**

9.1 If we reasonably believe that;

- you or an Additional Signatory are in breach of these Terms and Conditions;
- a Code or Identifier has been compromised; or
- continued use of a Non-Cash Payment Facility may cause us, you or an Additional Signatory loss, or cause us to breach any law: and

that urgent action is required to prevent loss or breach, we have the right to take a proportionate action to prevent this. We may do so by suspending or cancelling a Non-Cash Payment Facility or access to it at any time without notice to you. We will promptly reverse the action when the circumstances that caused us to take action no longer apply. You can challenge our action using the procedure in clause 25 "Errors and Questions".

9.2 Without limiting the circumstances in which we may suspend or cancel a Non-Cash Payment Facility, we may do so if:

- (1) we reasonably believe your or an Additional Signatory's cheque book, Card, Code or Identifier are being used, or will be used, in a way that will cause loss to you or us;
- (2) we reasonably believe you or an Additional Signatory induced us to issue the Non- Cash Payment Facility by fraud or misrepresentation;
- (3) you or an Additional Signatory breach any of these Terms and Conditions;
- (4) there has been fraud or misrepresentation with respect to the operation of an Account;
- (5) the continued use of Citibank Online or a Card or your Account may cause a loss either to Citibank, you or an Additional Signatory or may cause Citibank to breach any applicable law; or
- (6) we close your Account in accordance with the Account Conditions

9.3 If we cancel a Non-Cash Payment Facility we will give you reasonable notice that we will do so unless clause 9.1 applies.

9.4 If your cheque facility is cancelled you must destroy your chequebook promptly after we notify you of the cancellation. We may dishonour any cheque presented after cancellation of your cheque facility. You will be liable for any cheques presented after cancellation that have not been dishonoured.

- 9.5 If your access to Citibank Online or CitiPhone Banking is cancelled, we may refuse any Transaction you or any Additional Signatory initiates through Citibank Online or CitiPhone Banking by giving you reasonable notice unless clause 9.1 applies.
- 9.6 You may cancel a Non-Cash Payment Facility at any time by giving us notice in writing.
- 9.7 If you cancel a direct debit request, the appropriate Merchant must also be promptly notified. If you cancel a direct debit request or periodic payment, we must receive your instructions at least one entire Business Day prior to the due date of the next payment otherwise that payment may still be made.
- 9.8 Periodic payments may be altered or cancelled by you through Citibank Online.
- 9.9 The operation of Non-Cash Payment Facilities is subject to many variables as described in clause 16.2 "Extent of Liability", and we are responsible for seeking to identify, mitigate and manage risks. As part of that management, we or our automated systems may from time to time conclude that there is a need to cancel, suspend or terminate access to any Non-Cash Payment Facility in response to a perceived risk. We do not promise that this cancellation, suspension or termination will not affect you or an Additional Signatory. As such we are not in breach of these Terms and Conditions and are not liable to you or any Additional Signatory for any loss or damage suffered as a result of any cancellation, suspension or termination under this clause 9 "Cancelling a Payment Facility".
- 9.10 We may cancel a periodic payment as to future payments at any time after being advised by the third party to whom the periodic payment relates that no further payment is required.
- 9.11 We may at any time suspend your right to participate in the BPAY® Scheme and will do so without notice if we suspect you or an Additional Signatory of being fraudulent. BPAY® Payments for which instructions have been given and which are scheduled to be made while your right to participate in the BPAY® Scheme is suspended will not be processed by us.

## **10. Certificate**

- 10.1 A signed certificate by 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 do not 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.

## **11. Invalid or Unenforceable Provisions**

If a provision of these Terms and Conditions is invalid or unenforceable in a jurisdiction, it is to be read down or severed in that jurisdiction to the extent

of the invalidity or unenforceability, and that fact does not affect the validity or enforceability of that provision in another jurisdiction or the remaining provisions.

## **12. Waiver and Exercise of Rights**

A single or partial exercise of a right by Citibank does not preclude another exercise or attempted exercise of that right or the exercise of another right. Failure by Citibank to exercise or delay in exercising a right does not prevent its exercise or operate as a waiver.

## **13. Recording Conversations**

Conversations between any officer or employee of Citibank and you or any other person authorised to operate your Account may be recorded. We may use the recording (or any transcript of the recording) in any proceedings that may be commenced in connection with these Terms and Conditions.

## **14. Altering or Stopping a Payment**

Subject to these Terms and Conditions you may alter or stop any payment through a Non-Cash Payment Facility from an Account before the payment instruction has been processed by contacting CitiPhone Banking before payment has been processed. Citibank will act promptly on your instructions to alter or cancel a payment.

## **15. Transaction Monitoring**

Transactions may be monitored for quality control purposes including for the prevention of fraud and for anti-money laundering and counter-terrorism financing purposes.

## **16. Extent of Liability**

16.1 The responsibility for the repayment of any funds credited to the Account remains solely with us. No other institution, corporation or person (including but not limited to, any parent, subsidiary or affiliated company of ours or any Citishare Network Member) shall be responsible for the repayment of any funds credited to the Account.

16.2 The Non-Cash Payment Facilities provided under this agreement are intended to be generally available for reasonable use. However, the facilities depend on a series of services, some of which are provided by Citibank and its affiliates, and others provided by unrelated parties. Correct operation of the services depends on networks, machines, and devices (such as the Card), many of which are not under our control. We do not promise that all of these services (including ones that we do control) will be constantly available at full performance. This means that sometimes, when you or an Additional Signatory wish to transact, it may not be processed immediately and in some circumstances it may not be processed at all. The following are some examples of events that might cause less than full performance:

- (1) malfunctions of telephone lines or ancillary equipment, personal computer terminals, related facilities, mobile phones and other handheld



- devices, or other software or hardware belonging to or operated by you and/or an Additional Signatory;
- (2) failure or delay caused by browser software, computer viruses or related problems attributable to services provided by any Access Service Provider or other software providers;
  - (3) prohibition, restriction or delay of your access and/or use of Non-Cash Payment Facility because of:
    - (a) the laws and regulations of the country from where you access Non-Cash Payment Facility and/or the terms and conditions prescribed by the relevant Access Service Provider in such country of access;
    - (b) any act or omission by the Access Service Provider;
  - (4) your reliance on, or action or failure to act upon any third party information provided by us through Citibank Online, CitiPhone Banking or BPAY®;
  - (5) delay or failure in any transmission or communication facilities;
  - (6) requests to alter or stop a payment being made through a Non-Cash Payment Facility from an Account which are received by us after we have taken action to follow the original payment instructions;
  - (7) other events beyond our reasonable control including (but not limited to) failure or delay due to restrictions on convertibility or transferability, requisitions, involuntary transfers, acts of war, acts of terrorism, civil strife, natural disasters or any other similar causes.

Our liability for these events is limited to the conditions and warranties imposed on us by laws such as the Trade Practices Act, fair trading legislation or other laws which may imply warranties into a contract to protect you, such as a promise that the services are fit for their intended purposes. These laws may allow us to exclude liability if you acquire services as part of a business. To the extent permitted by law, we exclude liability under implied statutory conditions and warranties, or limit our liability under such warranties and conditions to supplying the services again or paying the cost of that resupply. This clause does not limit our liability under clause 28 "Malfunctions of Electronic Equipment or System" where failures of our equipment cause you loss, and does not limit your right to raise a dispute.

16.3 If you instruct us to debit or credit your Account under a direct debit or periodic payment arrangement we use reasonable endeavours to follow those instructions, but we are not acting as your agent or the agent of another person. If we act as you instruct us, or if we are delayed in acting as you instructed us, you might suffer loss or damage. You will be liable for any loss or damage which you suffer if we act as you instruct us except to the extent that the loss was caused by our fraud or negligence.

## **17. Reliance on Your Instructions**

We are entitled to presume (except in cases specified in the Electronic Funds Transfer Code of Conduct, such as where you tell us that an Identifier has been compromised), unless proved to the contrary, that you or any Additional Signatory have given any instructions identified by your Identifier (including Card Number) and Code (including ATM PIN), and that they are valid and binding on you.

## **18. Governing Law and Jurisdiction**

These Terms and Conditions are intended to be interpreted in accordance with Australian laws. Citibank 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.

## **B. Cards (including Citibank Debit Card, Citibank Visa Debit Card and Citibank Credit Card), Citibank Online and CitiPhone Banking**

### **19. Application**

19.1 This Section B applies to all Transactions involving use of a Card and where applicable, to Citibank Online and CitiPhone Banking. These Terms and Conditions are to be read together with your Account Conditions. You should ensure that you and all Additional Signatories have read the Account Conditions. Subject to the exemptions set out in these Terms and Conditions and the Account Conditions you are responsible for all amounts drawn from an Account and any losses incurred by us in connection with the drawing. You may cancel a Card at any time by phoning us. You shall remain responsible for all amounts withdrawn by use of a Card supplied to you and any Additional Signatories until we receive notice from you cancelling the Card. The issue of a Card where you require at least two signatories to operate on the Account is at our discretion and signatories will be jointly and severally liable

### **20. Use of Card or Identifier**

20.1 The Card may be used to effect Transactions with Merchants in Australia and outside Australia. Citibank will charge to you and debit the Account with all Transaction amounts.

20.2 A Card or Identifier must not be used:

- (1) by any person other than the cardholder whose name and signature appears on the Card;
- (2) other than within the period of validity indicated on the Card;
- (3) after the Card's expiry or cancellation;
- (4) after the Account's cancellation; or
- (5) during any period when the use of the Account or the Card has been suspended.

## **21. Limits on Use**

- 21.1 Daily and weekly minimum and maximum limits may apply to how much cash can be withdrawn using Electronic Equipment and you will be informed of those limits prior to your first use of the Electronic Equipment. In certain circumstances you may apply to have your daily limit increased temporarily by contacting CitiPhone Banking. Any increase of a daily withdrawal limit will be subject to Citibank's approval. Merchants, ATM providers or Citibank may set minimum and maximum cash withdrawal amounts. For more information on daily limits contact CitiPhone Banking.
- 21.2 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.
- 21.3 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 Signatory 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 Signatory 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.

## **22. Card and Code Security**

The security of Card(s) and Code(s) is very important. If you or an Additional Signatory fail to observe these security requirements you may incur liability for any Unauthorised Transaction.

22.1 You and each Additional Signatory MUST:

- (1) sign the strip on the reverse side of your Card immediately upon receiving it;
- (2) not tell anyone including family, friend or even a bank officer your Code;
- (3) not let anyone else use your Card and/or Code or Identifier and Code;
- (4) use care to prevent anyone else seeing your Code being entered in Electronic Equipment or overhearing their Code;
- (5) take reasonable steps to protect your Card or Code from loss or theft; and
- (6) immediately destroy any expired Card by cutting it diagonally in half.

22.2 It is recommended you and the Additional Signatories memorise your Code and then destroy any record of it. You and any Additional Signatories must NOT:

- (1) choose a Code which is clearly identifiable with you (such as birth date, phone number, post code or car registration number) or which represents a recognisable part of your name;

- (2) choose a Code which has an easily retrievable combination (such as repeated or consecutive numbers or letters eg 1111, 1234, BBBB or BCDE);
- (3) write or in any way indicate your Code on your Card even if it is disguised; or
- (4) keep record of your Code (without making a reasonable attempt to disguise the Code) on any item normally carried with or stored with your Card or Identifier, or liable to loss or theft at the same time with the Card or Identifier.

22.3 The following are examples of what is NOT a reasonable attempt to disguise a Code. Recording:

- (1) the Code as a telephone number;
- (2) the Code amongst other numbers or letters with any of them marked to indicate the Code;
- (3) the Code in reverse order;
- (4) the Code disguised as a date or an amount; or
- (5) the Code in an easily understood form.

22.4 If the Electronic Funds Transfer Code of Conduct applies to an Account:

- (1) the above provisions may differ from the circumstances in which you are liable for losses resulting from Unauthorised Transactions under the Electronic Funds Transfer Code of Conduct; and
- (2) to the extent that the above provisions differ from the relevant provisions of the Electronic Funds Transfer Code of Conduct, your liability for such losses will be determined under the Electronic Funds Transfer Code of Conduct.

### **23. Lost or Stolen Card or Code (Includes ATM PIN) and Unauthorised Transactions**

23.1 Where:

- (1) a Card is lost or stolen;
- (2) a Code is lost, stolen or disclosed to someone else; or
- (3) you or an Additional Signatory suspects that:
  - (a) a Code is lost, stolen or has become known by someone else; or
  - (b) your Card (or any expired Card) or Identifier or Code has been used to effect an Unauthorised Transaction or has otherwise been misused<sup>9</sup>

you or the Additional Signatory must immediately inform us and provide all information as required.

23.2 Telephoning us is the best way to minimise your risk. Upon receipt of notification from you or an Additional Signatory, we will cancel your or the

Additional Signatory's Card (as applicable) and/or Code and may cancel the Identifier. We will advise you or an Additional Signatory (as applicable) of a notification number. After cancellation, the Card and/or Code or Identifier must not be used again even if they are subsequently found.

23.3 In the event that our notification facilities (including CitiPhone Banking facilities) are not available for any reason, any losses occurring during these periods that were due to non notification shall be deemed to be our liability, providing notification is made within a reasonable time of the facility again becoming available.

## **24. Emergency and Customer Service**

To report lost or stolen Cards, Devices or Codes or if you need any assistance with Citibank Non-Cash Payment Facilities, telephone 24 hours a day, seven days a week CitiPhone Banking on:

**13 24 84** (within Australia); or

**+61 2 8225 0615** (from outside Australia).

## **25. Errors and Questions**

25.1 Your role is extremely important in the prevention of any unauthorised use or operation of your Account. You must promptly examine your statement upon receipt. If you discover any Unauthorised Transactions, discrepancies, omissions, debits wrongly made, inaccuracies or incorrect entries in your statement, or you have a complaint or believe that an error or fraud has occurred in relation to a Non-Cash Payment Facility you must immediately call CitiPhone Banking.

25.2 Your ability to dispute a Transaction may be lost if you do not notify us immediately on having notice of the Transaction.

25.3 You must then provide written notice to us with sufficient details to enable us to investigate the enquiry. The notice shall include the following information:

- (1) your name, address and Account number;
- (2) any Additional Signatory's (as applicable) name and address, where necessary;
- (3) details of the complaint, error or fraud; and
- (4) any other information requested by us.

25.4 You must comply with any request by us for further information (including a statutory declaration where required).

25.5 Where an enquiry is not settled to your satisfaction, we will advise you in writing of the procedures for the investigation and resolution of the dispute. Where applicable, these procedures will be in accordance with the Electronic Funds Transfer Code of Conduct. A copy of these procedures is available on request.

25.6 Despite the existence of these procedures, you must refer at first instance any disputes relating to a Transaction amount to the Merchant concerned where the Transaction was made through Electronic Equipment at the Merchant's site. This does not apply where the dispute arises due to the occurrence of an event referred to in clause 23.1 above.

25.7 For eligible Transactions processed through a Network Citibank may:

- (1) resolve a complaint under the rules of the Network. If Citibank decides to resolve a dispute in this manner Citibank and you are bound by the operating rules of the Network and resolution will be governed by the limits imposed by those rules. Failure to notify us within the time frames set by the Network may affect the success of your claim;
- (2) claim a Chargeback right where one exists and you have notified a disputed Transaction to Citibank within the required time frame. If you or an Additional Signatory makes a BPAY® Payment with a Card, you cannot claim a Chargeback. BPAY® only allows refunds of mistaken, unauthorised or fraudulent payments subject to the separate BPAY® terms below;
- (3) claim a Chargeback for the most appropriate reason; and
- (4) reject a refusal of a Chargeback by a Merchant's financial institution if it is inconsistent with the relevant operating rules.

## **26. Liability for Unauthorised Transactions**

26.1 Subject to clause 27 you will have no liability for an Unauthorised Transaction:

- (1) arising from a Transaction that is caused by the fraudulent or negligent conduct of our employees or companies involved in networking arrangements or of Merchants who are linked to Electronic Equipment or of their agents or employees;
- (2) relating to Cards, Identifiers or Codes that are forged, faulty, expired or cancelled;
- (3) arising from a Transaction which requires the use of a Card and/or Code and occurring before you or any Additional Signatory have received your Card or Code;
- (4) resulting from a Transaction occurring after notification to us that an event referred to in clause 23.1 above has occurred;
- (5) where it is clear that neither you nor any Additional Signatory have contributed to the losses from the Unauthorised Transaction; or
- (6) that is caused by the same Transaction being incorrectly debited more than once to your Account.

26.2 This section does not apply to any Transaction carried out by you or an Additional Signatory or by anyone performing a Transaction with your or an Additional Signatory's knowledge and/or consent (as applicable).

## **27. Code (Includes ATM PIN) Not Properly Safeguarded**

27.1 If you or an Additional Signatory have contributed to a loss by (including and not limited to):

- (1) writing or indicating the Code on the Card;
- (2) writing or indicating the Code on any article carried with or stored with the Card or Identifier (unless you or the Additional Signatory have very carefully disguised the Code) or liable to loss or theft at the same time with the Card or Identifier; or
- (3) voluntarily disclosing the Code to anyone else,

then you are liable for all losses which occur before we are notified that an event referred to in clause 23.1 above has occurred, except for that part of any losses incurred which:

- (a) on any one day exceed the Daily Transaction Limit; or
- (b) exceed the available funds including any agreed line of credit in the Account at the time of the Unauthorised Transaction.

27.2 If you or an Additional Signatory have contributed to a loss by unreasonably delaying notification of the occurrence of an event referred to in clause 23.1 above, you are liable for all losses which occur between when you or an Additional Signatory (as applicable) first became aware (or should reasonably have become aware in the case of a lost or stolen Card, Identifier or Code) of an event occurring and when Citibank was actually notified, except for that part of any losses incurred which:

- (1) on any one day exceed the Daily Transaction Limit; or
- (2) exceed the available funds including any agreed line of credit in the Account at the time of the Unauthorised Transaction.

27.3 Other loss:

Where it is unclear whether or not you or an Additional Signatory have contributed to a loss resulting from an Unauthorised Transaction then, for the period commencing from the time the Card, Identifier or Code was misused, lost or stolen, until the time you or an Additional Signatory (as applicable) notify us, you could lose up to the lesser of:

- (1) \$150 Australian dollars (or such lower amount that may be determined by Citibank);
- (2) the actual amount lost; or
- (3) the available funds in the Account.

## **28. Malfunctions of Electronic Equipment or System**

28.1 If our Electronic Equipment or our electronic system malfunctions, resulting in loss to you, we will correct that loss by making any necessary adjustment to the Account including an adjustment for any applicable interest or fees.

- 28.2 If our customer service telephone notification number should ever be temporarily unavailable, we will reimburse any loss arising between the time you or an Additional Signatory (as applicable) attempted notification and the actual time of notification provided you or an Additional Signatory subsequently gave such notice at the first reasonable opportunity.
- 28.3 Our liability shall be limited to the correction of any errors and the refunding of any charges or fees imposed where:
- (1) the failure or malfunction is caused by your or an Additional Signatory's (as applicable) act or omission; or
  - (2) you or an Additional Signatory were aware that our Electronic Equipment or our electronic system was unavailable for use or was malfunctioning.

## **29. Use of Card, Citibank Online and CitiPhone Banking outside Australia**

29.1 All cash withdrawals made by use of the Card:

- (1) shall be in a currency permitted in the country where the Transaction is effected; and
  - (2) when a Card is used outside Australia, Transactions effected in a currency other than Australian dollars will be converted to Australian dollars using rates that we, or the Network which is performing the conversion, determine to be the appropriate rate for foreign exchange transactions for the relevant currencies on the relevant days. In the case of credit cards, additional details on international Transactions are contained in the Account Conditions.
- 29.2 Subject to the provisions of clause 30 "ATM Cash Withdrawals", the use of a Card, Citibank Online and CitiPhone Banking outside Australia is subject to any exchange control regulations and requirements of the Reserve Bank of Australia.
- 29.3 The maximum amount of a cash advance by use of a Card and the purpose for which it is obtained may be determined by the Reserve Bank of Australia and the laws and requirements of the country in which the cash advance is effected or requested or any other applicable law.

29.4 The use of the Card, Citibank Online and CitiPhone Banking outside Australia is also subject to the laws and sanctions of Australia, the USA, and the country in which you use or try to use those facilities. Citibank makes no promises that you or any Additional Signatory will be able to use those facilities outside of Australia.

## **30. ATM Cash Withdrawals**

You and any Additional Signatories may make cash withdrawals (including outside of Australia) from an Account by use of a Card at ATMs (including Citishare ATMs). Use of the Card at ATMs will result in:

- (1) the collection, storage, communication, monitoring and processing (by any means) by Network Members of all information and data necessary



for us to maintain appropriate Transaction records in relation to the Account;

- (2) the release and transmission to and between Network Members of all information and data (including details of the Account and any Transactions shown) necessary to enable the Card to be used in ATMs;
- (3) the retention of all such information and data by Network Members; and
- (4) the disclosure of all such information and data by Network Members in compliance with all applicable laws and regulations governing such disclosure.

### **31. Ownership of Card**

The Card remains our property.

You must destroy or return the Card to us upon:

- (1) receiving notice from us cancelling the Card;
- (2) closure of the Account;
- (3) revocation of your authority to operate on the Accounts; or
- (4) you notifying us in writing that at least two signatories are required to operate the Account.

### **32. Transactions**

32.1 A Transaction made through Electronic Equipment may be processed to the Account on the day that you make it or the following Business Day, depending on any cut off times applied by the operator of that equipment.

32.2 No withdrawal, transfer or payment from an Account may be made which exceeds the credit balance of that Account or any agreed line of credit.

32.3 We shall not be responsible to you for any loss incurred by you in any of the following situations

- (1) you do not have sufficient funds in your Account to make a funds transfer or payment;
- (2) an order of court directs us to prohibit funds transfers or payments from the relevant Account;
- (3) your Account is closed or your Account (or any funds in it) has been frozen;
- (4) the funds transfer or payment causes your Account balance to go over the credit limit or any credit arrangements set up to cover overdrafts in your Account;
- (5) you have not provided us with complete and correct payment information, including without limitation the name, address, Account(s) number, and payment amounts for the payee;
- (6) you did not correctly use any Electronic Equipment including Citibank Online; or

- (7) circumstances beyond our reasonable control prevent the funds transfer or payment, despite reasonable precautions taken by us.

### **33. Printed Transaction Record**

When you or an Additional Signatory complete a Transaction through Electronic Equipment you or an Additional Signatory (as applicable) should print a Transaction record. You or an Additional Signatory (as applicable) should check the record to ensure that it reflects the Transactions correctly and accurately.

## **C. CITIBANK ONLINE**

### **34. Application**

You and any Additional Signatory may access your Accounts on the Internet using the Citibank Online facility.

From time to time Citibank may require you to use your Default Account details to access Citibank Online

### **35. Gaining Access To and Use of Citibank Online**

35.1 You understand that you or any Additional Signatory will gain access to Citibank Online through the Access Service Provider in the country from where you access Citibank Online, and to this extent such access will also be subject to and governed by the relevant laws and regulations of that country and any terms and conditions prescribed by that Access Service Provider.

35.2 Supply and maintenance of any equipment necessary to enable you and any Additional Signatory to use Citibank Online (including any hardware and software) and maintenance of an account with an Access Service Provider to enable you to use Citibank Online, is solely your responsibility.

35.3 You must, and must ensure any Additional Signatory will:

- (1) take reasonable steps to maintain the security of your hardware and software; and
- (2) sign off / log off Citibank Online before leaving a computer, mobile phone or other handheld device used to access Citibank Online unattended.

### **36. Use Of Electronic Mail**

You and any Additional Signatory may request general information including statements concerning us or any Citibank company by sending electronic messages through [www.citibank.com.au](http://www.citibank.com.au). However, you or any Additional Signatory cannot use electronic messages to initiate or conduct Transactions on your Account. For Transactions, please use the appropriate functions within Citibank Online, call CitiPhone Banking, visit an Australia Post office or an ATM to conduct your banking Transactions.

### **37. Citibank Online Transactions**

37.1 Citibank will provide you with a Code to enable you to use Citibank Online.

The Code (other than an Online Authorisation Code) may subsequently be chosen by you within such parameters that are determined by Citibank.

- 37.2 Use of the Code will entitle you to obtain such financial details in relation to your Account and effect such Transactions as Citibank may determine.
- 37.3 For information on the current range of services and Transactions through Citibank Online, please visit the [citibank.com.au](http://citibank.com.au) homepage.
- 37.4 Citibank does not warrant accessibility described in this clause 37 where access is sought by a personal computer with an Apple Macintosh or Unix operating system

### **38. Currency of Information**

- 38.1 Unless advised otherwise by Citibank, Account information through Citibank Online will reflect the position at the close of business on the previous Business Day.
- 38.2 Citibank will do everything possible to ensure that Citibank Online is available 24 hours a day, seven days a week and that the information available is correct and up to date. However, there may be circumstances beyond our reasonable control which may result in the temporary failure of Citibank Online. We do not promise that your experience of Citibank Online will be uninterrupted and that the information available will be correct and up to date in the event of temporary failures of Citibank Online. In the event of such unavailability, you may use other Citibank Non-Cash Payment Facilities to conduct Transactions, or visit an Australia Post office during their hours of operation, to make a payment to the Account.

### **39. Transfers and Payments**

- 39.1 You may need to obtain from Citibank and enter an Online Authorisation Code before being able to transfer funds from your Account to a new payee. Follow the instructions in relation to adding and activating a payee on Citibank Online.
- 39.2 Funds can be transferred between any of your Accounts, however you cannot transfer funds from a credit card Account to any other account or from a line of credit that is not a mortgage Account to a credit card Account. A funds transfer constitutes a withdrawal from the Account from which you make the transfer or payment and a deposit to the Account to which you make the transfer or payment.
- 39.3 If you are transferring or paying funds into either your own account or a third party account held with us in Australia, your payee will receive funds immediately. If you are transferring to an account held by us, any of our parent, subsidiary or affiliate companies outside Australia (for which online processing of transfers is enabled) then your payee will normally receive funds almost immediately after the transfer being effected, but may in some cases (depending upon the availability of processing facilities at the destination) take a maximum of 24 hours. If you are transferring funds to an account held with some other bank in Australia then, depending at what

time of the day the request is made, funds may not be treated as received until up to three Business Days following your request.

Please be aware that Citibank does not promise that the funds will be received by the times referred to in this clause where there are circumstances beyond our reasonable control that prevent receipt. For examples of relevant circumstances, see clause 16 "Extent of Liability".

#### **40. Conditions Relating to the Transfer of Money Abroad**

40.1 Where you or an Additional Signatory have requested us to transfer money abroad then, unless we expressly agree in writing otherwise:

- (1) we will transfer the funds by any means we choose including telegraph, cablegram, wireless, telegraphy or telex transfer, transmission or a draft (hereafter collectively referred to as the "message"). We may send any message relating to the transfer in explicit language, code or cipher;
- (2) we will normally convert into foreign values and transfer the funds on the day the funds are received by us from you, at our prevailing selling rate applicable to the specified type of transfer of funds; and
- (3) we reserve the right to effect payment requested by any means and in any manner we deem appropriate.

40.2 When you instruct us to perform a transfer, we regard the transfer as complete on the day that we process it. If the entity in whose favour a transfer is made does not recognise the receipt until a later date, this circumstance does not affect the date of the transfer under these Non-Cash Payment Facilities Terms and Conditions.

40.3 We may use on your or any Additional Signatory's behalf any correspondent or agent we choose to assist with the transfer.

40.4 If payment is expressed in a currency other than that of the country where funds are being sent, the funds shall nevertheless be payable to the payee in the currency of that country at the prevailing buying rate of our correspondent, agent or affiliate company applicable to the specified type of transfer of funds, unless the payee by arrangement with that correspondent, agent or affiliate company, obtains payment in some other currency and pays any charges in connection with that payment.

40.5 In all circumstances the funds are sent entirely at your own risk and we make no promises that there will not be any delays, mutilations, omissions or other errors which may occur in the transmission of the message or from its misinterpretation on or after receipt on the part of any third party or through any other cause that is beyond the reasonable scope of our service.

40.6 A refund may be made by us to you if you request it but only if and after we have received notice of effective cancellation of the payment of funds, and in the case of funds already converted, a refund is only to be made calculated at our buying rate applicable to the specified type of Transaction on the date the refund is made less our expenses and those of our correspondent or agent.

40.7 In the event of the loss of a message, you will be required to sign a letter of indemnity before we will issue a second message in place of the first one.

40.8 You agree to pay our commission, stamp duty and all other charges, obligations and liabilities imposed by us or anyone in connection with this request and with the carrying out of your instructions. We will notify you what these amounts are at the time of the Transaction.

40.9 We reserve the right to withhold issuance of a transfer until all cheques tendered are cleared.

#### **41. BPAY®**

41.1 The BPAY® service is available through Citibank Online. Refer to the separate BPAY® terms below for terms and conditions of use.

#### **42. Proprietary Rights in Citibank Online**

All proprietary rights (including without limitation title, patent rights and copyright) in Citibank Online (including without limitation the Citibank Online internet site) shall at all times vest and remain vested in us.

#### **43. No Warranty for the Accuracy of Third Party Information**

Where we as part of Citibank Online provide you with any information which we obtain from any third party, we do not thereby warrant the accuracy or completeness of any such third party information.

#### **44. How do You Deliver Notices to Us Using Citibank Online**

44.1 In addition to the notification provision in Section A above, you or any Additional Signatory may also notify us of the certain matters as available on Citibank Online. Currently this includes:

- (1) Inquiry on Funds Transfers;
- (2) Feedback/General Inquiry;
- (3) Suggestions/Comments;
- (4) Request for Brochure/Application Forms;
- (5) Inquiry on products and promotions;
- (6) Inquiry on Statements;
- (7) Inquiry on Transactions;
- (8) Inquiry on Payments/Deposits; and
- (9) Request for Change of contact details

44.2 General queries in relation to Citibank Online may be made by going to [www.citibank.com.au](http://www.citibank.com.au) and clicking on "Contact Us".

### **D. CITIPHONE BANKING**

#### **45. Application**

45.1 You may use CitiPhone Banking to access your Account subject to the Account Conditions.

45.2 You can access CitiPhone Banking on 13 24 84 (within Australia)

## **46. CitiPhone Transactions**

46.1 Citibank will provide you with a TPIN to enable you to use CitiPhone Banking. The TPIN may subsequently be chosen by you within such parameters as are determined by Citibank.

46.2 Use of the TPIN will entitle you to obtain such financial details in relation to your Account and effect such Transactions as Citibank may determine

## **47. Currency of Information**

47.1 Unless advised otherwise by Citibank, Account information through CitiPhone Banking will reflect the position at the close of business on the previous Business Day.

47.2 Citibank will do everything possible to ensure that CitiPhone Banking is available 24 hours a day, seven days a week and that the information available is correct and up to date. However, there may be circumstances beyond our reasonable control which may result in the temporary failure of CitiPhone Banking. We do not promise that your experience of CitiPhone Banking will be uninterrupted and that the information available will be correct and up to date in the event of temporary failures of CitiPhone Banking. In the event of such unavailability, you may use other Citibank Non-Cash Payment Facilities to conduct Transactions, or visit an Australia Post office during their hours of operation, to make a payment to the Account.

## **48. Transfers and Payments**

Clauses 39.2 and 39.3 of Section C also apply to CitiPhone Banking.

## **49. Transaction Record**

When you or an Additional Signatory make a Transaction through CitiPhone Banking, we will provide a Transaction reference number which acts as a receipt. We recommend that you or an Additional Signatory (as applicable) write this number down. It should be quoted if you have any queries.

## **50. Call Costs**

You can call from anywhere in Australia for the cost of a local call. Otherwise, normal overseas and mobile call rates apply.

## **51. BPAY®**

51.1 The BPAY® service is available through CitiPhone Banking. Refer to the separate BPAY® terms below for terms and conditions of use.

## **E Periodic Payments and Direct Debits**

### **52. Application**

52.1 You may authorise Citibank to make periodic payments from your Account.

52.2 You may arrange to make regular payments from your Account using Direct Debit Request facilities.

### **53. Periodic Payments**

- 53.1 A periodic payment is an arrangement through which you can set up a payee to receive regular payments of a set dollar amount from your Account. You can arrange a periodic payment through us by completing a form or by setting up the payment instruction online through Citibank Online.
- 53.2 You must provide the information we require to effect the periodic payment. Information required may include the BSB and account numbers and account name of the accounts from and to which payments are to be made. You are responsible for the accuracy of the information you provide to us to make the payment. You should therefore check all information, including the payee's BSB an account number, before providing it to us. We do not check and are not responsible for checking the accuracy of the information you provide. Incorrect information may result in your payment being made to an account that is not the account of the intended payee. You are liable for any payment we carry out in accordance with your instructions.
- 53.3 We will process your periodic payment in accordance with your instructions and subject to any additional terms and conditions that you accept at the time the periodic payment is established.
- 53.4 Periodic payments are subject to any arrangement now in existence or which may hereafter come into existence between us and you.
- 53.5 We configure our systems in a manner that we believe will contribute to the efficient, honest and fair provision of our financial services, which may be varied from time to time. This includes making decisions about the order in which systems will operate, which may affect the order in which your instructions (including periodic payments, other orders, and cheques) will be processed. If your Account has sufficient funds available to make all payments that are due on a particular day, the relevant order of payment is unlikely to affect you. If your Account does not have sufficient funds to make all payments due on that day, our systems will not pay all of the payments due on that day.
- 53.6 We use reasonable endeavours to debit your Account on the days nominated by you, but do not promise to always do so. If the day on which your Account is to be debited is not a Business Day, or if we or another payment system participant cannot process a payment on that day, the debit will usually be made on the next Business Day.
- 53.7 A periodic payment will remain effective notwithstanding any purported revocation or your death, bankruptcy or liquidation until notice of cancellation of the periodic payment has been received by us.

### **54. Direct Debit**

- 54.1 You can authorise a debit user, who may be a Merchant or other service provider, to debit amounts from your Account, as and when you owe those amounts to the debit user. This is called a Direct Debit arrangement. The Merchant or service provider will provide you with a Direct Debit Request Service Agreement for you to complete and sign to provide them with this authority.

54.2 Details regarding timing of a direct debit will be outlined in the Direct Debit Request Service Agreement the Merchant or service provider has supplied to you.

## **55. Cancelling Recurring Instructions**

55.1 You are encouraged to maintain a record of any regular payment arrangements (including direct debits and periodic payments) that you have with a Merchant or a service provider.

55.2 To change or cancel any regular payment arrangements, you should contact the Merchant or the service provider at least 15 days prior to the next scheduled payment. The financial institution must accept the Merchant's transaction until you have successfully cancelled your regular payment arrangement. Please retain a copy of your request to change or cancel any regular payment arrangements with a Merchant or a service provider. You have the right to challenge a transaction if a Merchant or a service provider has not acted in accordance with your instructions.

55.3 If your account is closed or your card number is changed, for example as a result of your previous card being lost or stolen, you must contact the Merchant or service provider to cancel or change the details of your existing regular payment arrangements. In some circumstances where your card details have changed, we may (but are not obliged to) provide a merchant with your replacement card details. You can instruct us not to do this by calling Citiphone on 13 24 84.

## **56. Available Funds**

56.1 Before each periodic payment or direct debit you must ensure that you have sufficient cleared funds available in your Account, from which a payment will be made, to enable that payment to be made.

If the payment date falls on a day other than a Business Day, those funds must be available by close of business on the previous Business Day.

56.2 If your Account has insufficient funds to cover the amount of the payment we can, at our discretion, honour the transaction. By honouring a transaction this may cause your Account to become overdrawn. This does not constitute our authorisation or agreement for the Account to be overdrawn and you should refer to your Account Conditions for information on overdrawn accounts.

## **F. Cheques**

### **57. Application**

57.1 Cheque facilities are provided on some Citibank Accounts. Refer to the relevant Account Conditions to determine if cheque access is available for that Account.

57.2 You are responsible for the safe custody of all unused cheque forms and must exercise due care to prevent loss from fraud, forgery and unauthorised use. You must comply with Citibank's requirements for drawing and



safeguarding cheques. These requirements are set out in the Features section of this document and may be printed on your cheque book or notified to you from time to time.

57.3 You must inform Citibank immediately if your cheque or cheque book has been lost or stolen or if you suspect there has been unauthorised use. As you may be liable for amounts paid by Citibank on a cheque even where it is not authorised by you, it is in your interest to immediately contact CitiPhone Banking or your Citibank Branch should any of these circumstances arise.

## **G. BPAY®**

### **58. Application**

58.1 We are a member of the BPAY® Scheme which is an electronic payments scheme through which you and Additional Signatories can ask us to make payment on your behalf to Billers who accept BPAY® Payments. We will notify you if we cease to be a member of the BPAY® Scheme.

58.2 BPAY® is available through Citibank Online and CitiPhone Banking.

### **59. Payments**

59.1 We will not accept an order to stop a BPAY® Payment once you have instructed us to make that BPAY® Payment.

59.2 You or an Additional Signatory should notify us immediately if you become aware that you may have made a mistake (except when you make an underpayment, for those errors see clause 59.6 below) when instructing us to make a BPAY® Payment, or if you did not authorise a BPAY® Payment that has been made from your Account. Clauses 61, 62 and 63 describes when and how we will arrange for such a BPAY® Payment (other than in relation to an underpayment) to be refunded to you.

59.3 Subject to clause 71 - Billers who participate in the BPAY® Scheme have agreed that a BPAY® Payment you or an Additional Signatory make will be treated as received by the Biller to whom it is directed:

- (1) on the date you make that BPAY® Payment, if you or an Additional Signatory tell us to make the BPAY® Payment before 4pm (EST) on a Banking Business Day;
- (2) on the next Banking Business Day, if you tell us to make a BPAY® Payment after 4pm (EST) on a Banking Business Day, or on a non Banking Business Day; or
- (3) if available on the day you have nominated for a scheduled payment to take place or where this day is not a Banking Business Day on the next Banking Business Day.

59.4 Delay may occur in processing a BPAY® Payment where:

- (1) there is a public or bank holiday on the day after you or an Additional Signatory tell us to make a BPAY® Payment;

- (2) you or an Additional Signatory tell us to make a BPAY® Payment either on a day which is not a Banking Business Day or after 4pm (EST) on a Banking Business Day;
- (3) another financial institution participating in the BPAY® Scheme does not comply with its obligations under the BPAY® Scheme; or
- (4) a Biller fails to comply with its obligations under the BPAY® Scheme.

59.5 While it is expected that any delay in processing under this agreement for any reason set out in clause 59.4 will not continue for more than one Banking Business Day, any such delay may continue for a longer period.

59.6 You and any Additional Signatory must be careful to ensure that you tell us the correct amount you or an Additional Signatory wish to pay. If you or an Additional Signatory instruct us to make a BPAY® Payment and later discover that the amount you or an Additional Signatory told us to pay was less than the amount needed to pay, another BPAY® Payment can be made for the difference between the amount actually paid to a Biller and the amount needed to pay.

59.7 If you or an Additional Signatory discover that the amount you or an Additional Signatory instructed us to pay was more than the amount due to the Biller, you must contact the Biller to negotiate any refund

## **60. Liability and EFT Code**

60.1 If you are liable for an unauthorised or fraudulent payment and the Electronic Funds Transfer Code of Conduct applies, then your liability is limited to the lesser of

- (1) the amount of that unauthorised or fraudulent payment; and
- (2) the limit (if any) of your liability set out in the Account Conditions. If (2) applies, we will be liable to you for the difference between the amount for which you are liable and the amount of the unauthorised or fraudulent payment.

## **61. Mistaken Payments, Unauthorised Transactions and Fraud**

61.1 We will attempt to make sure that your or an Additional Signatory's BPAY® Payments are processed promptly by the participants in the BPAY® Scheme, including those Billers to whom the BPAY® Payments are to be made. You or any Additional Signatory must promptly tell us if:

- (1) you or an Additional Signatory become aware of any delays or mistakes in processing your BPAY® Payments
- (2) if you or an Additional Signatory did not authorise a BPAY® Payment that has been made from your Account, or
- (3) if you or an Additional Signatory think that you have been fraudulently induced to make a BPAY® Payment.

We will attempt to rectify any such matters in relation to your BPAY® Payments in the way described in this clause. However, except as set out in

clause 60 and clause 28 and to the extent that a Transaction was permitted by you, we will not be liable for any loss or damage you suffer as a result of using the BPAY® Scheme.

The longer the delay between when you or an Additional Signatory tell us of the error and the date of your BPAY® Payment, the more difficult it may be to perform the error correction. For example, we or the Biller may not have sufficient records or information available to us to investigate the error. If this is the case, you may need to demonstrate that an error has occurred, based on your own records, or liaise directly with the Biller to correct the error.

## **62. Mistaken Payments**

62.1 If a BPAY® Payment is made to a person or for an amount, which is not in accordance with your or any Additional Signatory's instructions (if any), and your Account was debited for the amount of that payment, we will credit that amount to your Account. However, if you or an Additional Signatory were responsible for a mistake resulting in that payment and we cannot recover the amount of that payment from the person who received it within 20 Banking Business Days of us attempting to do so, you must pay us that amount.

## **63. Unauthorised Payments**

63.1 If a BPAY® Payment is made in accordance with a payment direction, which appeared to us to be from you or on your behalf but for which you did not give authority, we will credit your Account with the amount of that unauthorised payment. However, you must pay us the amount of that unauthorised payment if:

- (1) we can not recover within 20 Banking Business Days of us attempting to do so that amount from the person who received it, and
- (2) the payment was made as a result of a payment direction, which did not comply with our prescribed security procedures for such payment directions.

## **64. Fraudulent Payments**

64.1 If a BPAY® Payment is induced by the fraud of a person involved in the BPAY® Scheme, then that person should refund you the amount of the fraud-induced payment. However, if that person does not refund you the amount of the fraud induced payment, you must bear the loss unless some other person involved in the BPAY® Scheme knew of the fraud or would have detected it with reasonable diligence, in which case that person must refund you the amount of the fraud-induced payment.

## **65. Resolution Principles**

65.1 If a BPAY® Payment you or any Additional Signatory have made falls within the type described in clause 63.1 and also clause 62.1 or 64.1, then we will apply the principles stated in clause 63.1. If a BPAY® Payment you or any Additional Signatory have made falls within both the types described in clauses 62.1 and 64.1, then we will apply the principles stated in clause 64.1

## **66. No “Chargebacks”**

66.1 Except where a BPAY® Payment is a mistaken payment referred to in clause 62.1, an unauthorised payment referred to in clause 63.1, or a fraudulent payment referred to in clause 64.1, BPAY® Payments are irrevocable. No refunds will be provided through the BPAY® Scheme where you have a dispute with the Biller about any goods or services you may have agreed to acquire from the Biller. Any dispute must be resolved with the Biller.

### **Important**

Even where your BPAY® Payment has been made using a credit card account or a charge card account, no “Chargeback” rights will be available under BPAY® Scheme rules.

## **67. Biller Consent**

67.1 If you or an Additional Signatory tell us that a BPAY® Payment made from your Account is unauthorised, you must first give us your written consent addressed to the Biller who received that BPAY® Payment, consenting to us obtaining from the Biller information about your Account with that Biller or the BPAY® Payment, including your customer reference number and such information as we reasonably require to investigate the BPAY® Payment. If you do not give us that consent, the Biller may not be permitted under law to disclose to us the information we need to investigate or rectify that BPAY® Payment.

## **68. How to use the BPAY® Scheme**

68.1 You and any Additional Signatory must comply with the Account Conditions applying to the Account to which you request us to debit a BPAY® Payment, to the extent that those Account Conditions are not inconsistent with or expressly overridden by the BPAY® terms. The BPAY® terms set out below are in addition to those terms. If there is any inconsistency between the Account Conditions and the BPAY® terms, the BPAY® terms will apply to the extent of that inconsistency.

68.2 When a credit card is used to pay a bill through the BPAY® Scheme, we treat that payment as a credit card purchase Transaction.

68.3 The receipt by a Biller of a mistaken or erroneous payment does not or will not constitute under any circumstances part or whole satisfaction of any underlying debt owed between the Payer and that Biller.

## **69. Valid Payment Direction**

We will treat your or any Additional Signatory’s instruction to make a BPAY® Payment as valid if, when you give it to us you comply with the security procedures specified in the CitiPhone Banking and Citibank Online Terms and Conditions.

## **70. Information You Must Give Us**

70.1 The information you or any Additional Signatory must give us to instruct us

to make a BPAY® Payment is:

- (1) the Biller Code written on the bill near the BPAY® Logo, and the customer reference number; and
- (2) the Account from which you wish to make the payment; and
- (3) the amount of the payment you wish to make.

We are not obliged to effect a BPAY® Payment if we are not given all of the above information or if any of the information given to us is inaccurate.

## **71. Payment Queries**

- 71.1 Refer to your Account Conditions for information about how Citibank handles your complaints and disputes.
- 71.2 If in relation to a Transaction we fail to observe the appropriate procedures for complaint investigation and resolution, allocation of liability and communication of the reasons for our decision, and such failure prejudices the outcome of our investigation of the complaint or delayed its resolution, we may be liable for part or all of the amount of the Transaction which is the subject of the complaint.

## **72. Cut Off Times**

Generally, any withdrawal or deposit will be processed on the day instructions are received, provided your instructions are complete and received by us before 4:00pm (EST) on any Business Day (excluding days which are public holidays in Sydney). Any transaction outside these times may be processed on the following Business Day. A payment may take longer to be credited to a Biller if you tell us to make a payment on a Saturday, Sunday or a public holiday or if another participant in the BPAY® Scheme does not process a payment as soon as they receive its details.

## **73. When a Biller Cannot Process a Payment**

If we are advised that your payment cannot be processed by a Biller, we will:

- (1) advise you of this;
- (2) credit your Account with the amount of the BPAY® Payment; and
- (3) take all reasonable steps to assist you in making the BPAY® Payment as quickly as possible.

## **74. Account Records**

You should check your Account records carefully and promptly report to us as soon as you become aware of them any BPAY® Payments that you think are errors or are BPAY® Payments that you did not authorise or you think were made by someone else without your permission.

## 75. Privacy

75.1 If you register to use the BPAY® Scheme, you and any Additional Signatory:

- (1) agree to our disclosing to Billers nominated by you and if necessary the entity operating the BPAY® Scheme (BPAY® Pty Ltd) or any other participant in the BPAY® Scheme and any agent appointed by any of them from time to time, including Cardlink Services Limited, that provides the electronic systems needed to implement the BPAY® Scheme:
  - (a) such of your personal information (for example your name, email address and the fact that you are our customer) as is necessary to facilitate your registration for or use of the BPAY® Scheme; and
  - (b) such of your transactional information as is necessary to process your BPAY® Payments. Your BPAY® Payments information will be disclosed by BPAY® Pty Ltd, through its agent, to the Biller's financial institution.

75.2 You must notify us, if any of your personal information changes and you consent to us disclosing your updated personal information to all other participants in the BPAY® Scheme referred to in clause 75.1, as necessary.

75.3 You can request access to your information held by us, BPAY® Pty Ltd or its agent, Cardlink Services Limited at their BPAY® Contact Details or Cardlink Contact Details listed in the Definitions clause 1. If your personal information detailed above is not disclosed to BPAY® Pty Ltd or its agent, it will not be possible to process your requested BPAY® Payment.

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For more information on your Account, visit us at

**[www.citibank.com.au](http://www.citibank.com.au)**

or call CitiPhone Banking

**13 24 84**

or

**+61 2 8225 0615**

if outside Australia

24 hours a day, 7 days a week



# Non-Cash Payment Facilities

## Terms and Conditions March 2012

### Citibank Non-Cash Payment Facilities

1. Citibank Debit Card
2. Citibank Visa Debit Card
3. Citibank Credit Card
4. Cheques
5. Citibank Online (Internet Banking)
6. CitiPhone Banking (Telephone Banking)
7. EFTPOS
8. Periodic Payments
9. Direct Debits
10. Telegraphic Transfers
11. BPAY®



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Thank you for choosing a Citibank 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 Citibank 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 the CitiPhone Banking 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 Citibank; and
- tell us straight away by calling the CitiPhone Banking 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 CitiPhone Banking right away. You are liable for all Transactions unless you can show us 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. Citibank's 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

This booklet is one of several documents which make up your loan contract with us.

### 1. Meanings of Words

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

**Account** your Citibank 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 VISA or MasterCard.

**Cardholder** you and any Additional Cardholder.

**Cash Advance** a Transaction where cash or its equivalent is obtained. For example, transactions such as telegraphic transfers or other credit transfers, (including any remaining Balance Transfer amount after expiry of the Balance Transfer offer period), 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.

**Citibank/Citi/our/us/we** means Citigroup Pty Limited (ABN 88 004 325 080), Australian Credit Licence No. 238098.

**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 VISA and MasterCard organisations. Transactions processed through the Citishare Network include international ATM Cash Advance Transactions using MasterCards, international VISA debit Card Transactions and 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.

**Contactless Transaction** means a transaction made by holding a Card (which is capable of making such transactions) against a contactless enabled terminal without inserting or swiping the Card.

**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 you received 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.

**Fixed Payment Option** an arrangement under which a particular balance is paid off in a specified number of equal instalments, also known as an Equal Payment Plan.

**Fixed Payment Option Amount** the amount which we allocate to you for each Fixed Payment Option.

**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 VISA or 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.

**Monthly Instalment** the monthly instalment that is payable under a Fixed Payment Option as specified on your statement.

**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 Minimum Payment Due plus any Overdue Amounts . Payment Due excludes Overlimit Amounts.

**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 Citibank requires the Cardholder to keep secret;
- which the Cardholder must provide (in any manner) in order to access your Account; and

(b) includes your ATM PIN, PIN, TPIN or 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.

**Transaction Date** the date on which a Transaction takes place.

**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 be increased from time to time under agreement with us. You can ask us to reduce your Credit Limit at any time provided that a decrease will not cause you to exceed your Credit Limit. We may also decrease your Credit Limit at any time at our discretion and will notify you of any decrease as soon as reasonably practicable. 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.

Because because many Cardholders prefer to have over limit Transactions processed, rather than rejected, our automated systems include rules that may allow some over limit Transactions to be processed, for which a fee may be charged, as set out in your Financial Table. However, you may contact us at any time to request these Transactions be automatically rejected. In this case most over limit Transactions will be rejected, with the exception of certain Transactions that we cannot reject including Transactions that are processed manually (for example where a merchant does not use an electronic device when accepting your credit card Transaction, Contactless Transactions, or for some recurring instructions set up on your Account), for which you will be liable for the full Transaction amount and associated interest charges (subject to any Chargeback right that may exist under clause 19(d) "Error/Dispute Resolution").

- (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 Account balance exceeded the Credit Limit. If not already paid at the time you receive your statement it must be paid in addition to the 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;
  - (iii) a chequebook (if a Cheque facility is available), so that the Additional Cardholder can use your Account; and
  - (iv) access to your Account details and Transaction history.
- (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.

**Our Non-Cash Payment Facilities Terms and Conditions tell you how Cardholders should keep their Card and Security Code secure, and your rights and obligations with respect to Unauthorised Transactions, and lost or stolen cards or Security Codes**

## 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 enrol to receive information by email or in some other electronic form, you will not generally receive paper copies unless you specifically ask for them. We may however (but are not obliged to) send you paper copies from time to time at our discretion.
- (c) You may change your mind and ask to get information by mail at any time by contacting CitiPhone Banking.

- (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 CitiPhone Banking.
- (e) If you enrol to receive information by email or in some other electronic form, you must check electronic communications regularly for such information.
- (f) 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 by the Payment Due Date and immediately pay 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 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 4pm (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 Citibank 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 CitiPhone Banking 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 amount of the credit balance (excluding unclear funds) up to the date of the refund.

## 12. Application of Payments

- (a) With the exception of credit card Account holders that entered into their loan contract on or after 1 July 2012 we will 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";
  - Annual fees;
  - Interest charges;
  - Late Payment Fee;
  - Balance Transfers and Special Promotions and any Balance Transfer fee; 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;
  - Cash advances that have not yet appeared on a statement of Account
- (b) For credit card Account holders whose loan contract commenced on or after 1 July 2012 we will allocate payments to the portion of the closing balance of your most recent statement of account which attracts the highest rate of interest first and then to the portion of the closing balance of your most recent statement of account which attracts the next highest interest rate and so on. If there is a zero closing balance on your most recent statement of account we will credit payments to balances that have not yet appeared on your statement of Account in a similar fashion.

## 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 (reasonably 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; and
- (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 Minimum Payment Due by the Payment Due Date for that Statement Period or if you fail to immediately repay any Overlimit Amount or Overdue Amount,
- (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;
  - by 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;
  - a Card, Security Code or a process intended to prevent Unauthorised Transactions has been compromised; or
  - you have breached any other of these 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; and
  - (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 the 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 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 CitiPhone Banking.
- (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) three 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 three 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.
- (c) We may close your Account at any time by providing you with notice where:
  - (i) your Account has not been used for a prolonged period; or
  - (ii) we reasonably believe that by allowing the Account to remain open, it may cause you or us loss, or to breach any law or any terms of this loan contract.

If we do not give you notice before we take the action, we will notify you in writing to the address we have on file, as soon as possible afterwards.

## 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 CitiPhone Banking;
  - (ii) writing to us at the address on the back cover of these Terms and Conditions;
  - (iii) by visiting our Citibank 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](http://www.fos.org.au)
- (c) You should refer any complaints 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 complaint 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 complaint within 60 days from the date of the Transaction 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 Citibank before the Payment 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 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 and provided that your Account is in

good order. 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 \$1,500 you will be able to withdraw 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 to Australian dollars in the following ways:

Unless set out specifically below, Transactions in foreign currencies are converted from the original currency into United States dollars, and then into Australian dollars.

Transactions made using VISA Cards in Canadian dollars, Singapore dollars, New Zealand dollars, Euros, Pounds Sterling or Japanese Yen are converted directly into Australian dollars.

Each of MasterCard, VISA 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, VISA 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 Citibank's 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 for any reason.

## 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 Citibank.
- (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 CitiPhone Banking;
- (ii) writing to the address noted on your statement; or
- (iii) visiting our Citibank 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. Citibank 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 Citibank Australia**

Keeping customer information secure is a top priority for all of us at Citibank. 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 Citibank companies share personal information with other Citibank 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 Citibank family or from selected third parties.

Citibank 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 Citibank company, due to Citibank's Privacy Policies for Consumers followed by all members of the Citibank family of companies. Where there are differences between Citibank'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 Citibank 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 Citibank, Diners Club or any other Citibank company.

### **Contact Us**

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

Citibank Privacy Officer,  
PO Box 204,  
Sydney NSW 200

Telephone: 13 24 84

Email: [privacy.officer@citi.com.au](mailto:privacy.officer@citi.com.au)

### **Complaints and Disputes**

If you have reason to believe that any Citibank affiliate or department has breached the Privacy Policies outlined in this document, we urge you to raise this with the Citibank Privacy Officer. To make this easier, you can obtain a form on request from the Citibank 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 Citibank 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 Citibank'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:**

Citibank Privacy Officer,  
PO Box 204,  
Sydney NSW 2001

Telephone: 13 24 84

Email: [privacy.officer@citi.com.au](mailto: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](mailto:info@adma.com.au)

Online registration: [www.adma.com.au](http://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  
North Melbourne Vic 3051

**Telephone:** 1300 792 958

**Email:** [www.donotcall.gov.au](http://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 go to [www.usecreditwisely.com.au](http://www.usecreditwisely.com.au) 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 a right to review your facility time to time at our sole discretion. You acknowledge that we will provide personal information to a reporting agency as permitted by the Privacy Act for each review and that a credit report may be obtained from a credit reporting agency for the purpose of any such review.

### 40. **Information on Request**

- (a) You can call CitiPhone Banking 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.

### 41. **Fixed Payment Options**

From time to time you may request and we may agree to set up a Fixed Payment Option plan on your account. If we so agree the following shall apply:

- (a) The Fixed Payment Option forms part of the credit provided to you on your Account and will reduce the amount of Available Credit.
- (b) We will confirm the Fixed Payment Option Amount and term of each Fixed Payment Option to you in writing.
- (c) If a Fixed Payment Option establishment fee or early termination fee is specified in the Offer Letter, it will be charged to your Account at the time specified.
- (d) The Fixed Payment Option Annual Percentage Rate (the Fixed Payment Option APR) specified in the Offer Letter will apply only to the Fixed Payment Option. The current APR(s) applicable to your Account will continue to apply to all other Transactions and other amounts debited to your Account.
- (e) During each Statement Period you will be charged a Monthly Instalment. The Monthly Instalment will include principal and Interest Charges payable in connection with the Fixed Payment Option. The Monthly Instalment will be part of the Minimum Payment Due.
- (f) If you fail to pay the Monthly Instalment by the Payment Due Date (by failing to pay the Payment Due by the Payment Due Date) then that Monthly Instalment will, from the Payment Due Date, be charged interest at the APR applicable to your Account.

- (g) Unless as part of a special offer or promotion, you cannot transfer any part of the outstanding balance of your Account or any other Citibank account to the Fixed Payment Option
- (h) If you make a payment which exceeds the Payment Due, the excess amount will be applied to pay the balance of your Account (excluding the outstanding balance of the Fixed Payment Option) in accordance with clause 12. Any further excess will appear as a credit balance on your account.
- (i) If you make a payment of an amount that is less than the Minimum Payment Due that payment will be first credited to your Monthly Instalment and then to such balances as set out in clause 12.
- (j) Each Fixed Payment Option is a "Special Promotion" for the purposes of the Terms and Conditions. If you have a Rewards Program attached to your Account, the Fixed Payment Option is a Special Promotion and is not an Eligible Transaction - this means that it does not earn rewards points.
- (k) If you fail to make any Minimum Instalment we reserve the right to cancel any Fixed Payment Option plan. If a Fixed Payment Option plan is cancelled any outstanding balance of the Fixed Payment Option plan will revert to the standard retail APR.

## **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](http://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 either reduce the amount of each payment accordingly or defer payments for a specified period; or
- 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 1300 78 08 08 OR VISITING [WWW.FOS.ORG.AU](http://WWW.FOS.ORG.AU)**

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



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For more information visit us at  
**www.citibank.com.au**

or call CitiPhone Banking

**13 CITI  
(13 24 84)**

If you are calling from overseas

**61 2 8225 0615**

For general correspondence please write to

GPO Box 40

Sydney NSW 2001

For privacy related enquiries contact

the Citigroup Privacy Officer at

[privacy.officer@citi.com.au](mailto:privacy.officer@citi.com.au)

or write to:

GPO Box 204

Sydney NSW 2001

or call CitiPhone Banking



## **Citibank Rewards and Citibank Qantas Rewards Program Terms and Conditions**

- **Citibank Rewards Credit Card - Classic**
- **Citibank Gold Credit Card**
- **Citibank Rewards Credit Card - Platinum**



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## 1. Definitions

**Account** means your Citibank unsecured credit facility.

**Account Terms and Conditions** are the Terms and Conditions that relate to your Account.

**Airline Loyalty Points** means points earned or capable of redemption under an Airline Loyalty Program.

**Airline Loyalty Program** means any loyalty program operated by an airline (other than the Qantas Frequent Flyer Program), which has been nominated by us in writing.

**Bonus Points** are Points available on certain Eligible Transactions in addition to the standard Domestic Spend Points earn rate.

**Card** means a card which we authorise you to use on your Account to get cash, goods or services. Examples include a VISA or MasterCard.

**Cashback** means the redemption of Points for a credit to your Account, reducing your outstanding balance.

**Citibank Qantas Rewards** means the Rewards program offered by Citibank as described in these Terms and Conditions which allow eligible Cardholders to have all their Points automatically redeemed for Qantas Frequent Flyer Points on a monthly basis.

**Citibank Rewards** means the Rewards program offered by Citibank as described in these Terms and Conditions which allow you to redeem for Reward options (excluding Qantas Frequent Flyer Points).

**Concierge Services** means the concierge services provided to Citibank Rewards Credit Card - Platinum Cardholders as described in clause 14 of these Terms and Conditions.

**Domestic Spend** means any Eligible Transaction made with a merchant who tells us they are located within Australia.

**Eligible Transaction** means any Retail Purchase which is made by the use of a Card or any other means permitted by Citibank, excluding (but not limited to) transactions by way of Cash Advances, Balance Transfers, Special Promotions, fees, purchases of foreign currency and travellers cheques, foreign exchange and ATM/ Bank charges, interest charges, finance charges, government charges, insurance charges, payments to Citibank loan accounts (mortgage etc), purchases in excess of limits on the Account, transactions made in operating a business and if the Account is more than \$10,000 in credit only, all other transactions.

**International Spend** means any Eligible Transaction made with a merchant who tells us they are located in a country outside Australia.

**Points Plus Pay** is a process by which you can fast track the redemption of a Reward by using your Card in conjunction with a nominated number of Points for the redemption of a "Points Plus Pay item" identified by Citibank.

**Platinum Personalised Rewards** means the additional Reward offered by Citibank to Platinum Cardholders described in these Terms and Conditions.

**Points** are the points earned on Eligible Transactions.

**Qantas** means Qantas Airways Limited ABN 16 009 661 901, its successors and assigns.

**Qantas Frequent Flyer Points** means points in the Qantas Frequent Flyer Program.

**Qantas Frequent Flyer Program** means the frequent flyer program operated by or for Qantas under that name.

**Reward** means the goods and services described in the current promotional material or otherwise offered by Citibank Rewards from time to time and includes as applicable Reward Certificates, Voucher Rewards, travel Rewards and Cashback.

**Rewards Balance** is your current Points balance which appears on your monthly Statement

**Reward Certificates** are personalised certificates forwarded to you when any eligible Cardholder makes a Reward request, which may be issued by third party suppliers.

**Rewards Program** means the Rewards programs offered by Citibank as described in these Terms and Conditions, including the Citibank Qantas Rewards and Citibank Rewards.

**Travel Voucher Rewards** are Voucher Rewards that are issued by third party travel service providers.

**Voucher Rewards** are Reward Certificates, which are not personalised.

**You, your** means the holder of the Account.

Any other capitalised terms have the same meaning as in your Account Terms and Conditions.

## INTRODUCTION

These Rewards Terms and Conditions explain how you can earn Points on your Account and redeem these Points in either Citibank Rewards or Citibank Qantas Rewards.

## CHAPTER ONE

Chapter One applies to all Citibank Cardholders enrolled in the Rewards Program.

### 2. Participation and Agreement

- 2.1 You are eligible to participate in the Rewards Program if you are an individual and your Account does not expressly exclude you from participation.
- 2.2 You may only participate in either Citibank Rewards or Citibank Qantas Rewards at any one time, and not both at the same time. Unless you notify us by either contacting CitiPhone or selecting that you wish to participate in Citibank Qantas Rewards on your Credit Card Application form, we will assume you wish to participate in the Citibank Rewards.
- 2.3 Additional Cardholders are not eligible to participate in the Rewards Program, unless otherwise specified in these Terms and Conditions. However, you are able to earn Points on Eligible Transactions made by Additional Cardholders.

### 3. Awarding of Points

- 3.1 Citibank will award Points for all Eligible Transactions debited to your Account during the Statement Period. Your Rewards Balance will appear on your Account statement.
- 3.2 You can redeem Points once they have been allocated to your Rewards Balance.
- 3.3 The maximum number of Points that may be awarded to your Account in any twelve month period beginning and ending on the anniversary your Account is enrolled in the Rewards Program is as follows:

Card type	Maximum number of Points
Citibank Rewards Credit Card - Classic	60,000
Citibank Gold Credit Card	60,000
Citibank Rewards Credit Card - Platinum	250,000
- 3.4 Points have no monetary value (unless a Reward specifically permits), do not constitute your property, are not transferable and cannot be redeemed for cash (unless a Reward specifically permits).
- 3.5 If you have a dispute in relation to the number of Points which you have been awarded in respect of an Eligible Transaction, such a dispute must

be made within 6 months of the date of the Eligible Transaction or within such time as is reasonable in the circumstances. We may require you to provide documentary evidence to support your claim.

#### **4. Adjustments and Deductions to your Points Balance**

- 4.1 The Points you redeem will be deducted from your Rewards Balance.
- 4.2 When you obtain a refund or reimbursement in respect of an Eligible Transaction pursuant to which you earned Points (for example, as a result of returned goods or services or a disputed transaction), your Rewards Balance will be reduced accordingly.

#### **5. Duration and Loss of Points**

- 5.1 We may cancel or suspend your right to participate in the Rewards Program including the ability to earn and redeem Points, if your Account is in default. During any period of suspension, your Rewards Balance will be frozen and you will not be able to redeem Points. If your Account is returned to good standing, we will reinstate your right to participate in the Rewards Program unless we reasonably believe that the Points were not properly earned. In the event we cancel your right to participate in the Rewards Program, your Rewards Balance will be cancelled and your right to earn Points on Eligible Transactions will be cancelled.
- 5.2 If we notify you that your right to participate in the Rewards Program is no longer suspended your Rewards Balance, as at the date of suspension, will be reinstated and you will be able to earn Points on Eligible Transactions.
- 5.3 If you instruct us to close your Account and/or elect not to participate in the Rewards Program you will cease to earn Points on Eligible Transactions and your Rewards Balance will be cancelled immediately.

#### **6. General**

- 6.1 We may decide not to offer one or more of the Rewards Programs. If we do this we will give all participants in the relevant Rewards Program at least 90 days written notice before we terminate the Rewards Program, including whether any points may be transferred to another Rewards Program or must be redeemed before a particular date.
- 6.2 We may vary these Rewards Terms and Conditions from time to time. We will notify you of a change in the following ways:
  - If we change the rate at which all Points in the program are generally earned or converted we will give you 90 days written notice of that change;
  - We will give you 30 days written notice of other changes to these Terms and Conditions;

- If we change the Point value of individual goods or services in the program to reflect changes in the price charged by our suppliers for those goods or services, or if a particular Reward is unavailable we will notify you on our Rewards website at the time you redeem your Reward.
- 6.3 Citibank and its Rewards Partners may seek, collect, use, store, share or disclose for the purpose of your participation in the Rewards Program information about Eligible Transactions, adjustments to your Account as a result of reimbursements, disputed transactions and refunds, your Rewards Balance and the conduct of your Account.
- 6.4 We give no warranty and accept no responsibility as to the ultimate tax treatment of Rewards. You will need to check with your tax advisor whether receiving a Reward affects your tax situation.
- 6.5 We are not responsible for Rewards you redeem under the Rewards Program, any death or injury, loss or consequential loss or damage from a Reward or the loss, theft or destruction of a Reward or Voucher Rewards.
- 6.6 We give no warranty (whether express or implied) whatsoever with respect to Rewards provided by third parties. Rewards will normally come with warranties from the supplier or manufacturer of the Rewards and any claims in respect of those Rewards should be made with those suppliers or manufacturers. In particular, we do not represent that any particular Reward is suitable for the purpose for which you intend to use it. This clause does not prevent you from claiming against us for Rewards manufactured by us.

## CHAPTER TWO

Chapter Two applies only to Citibank Cardholders who are enrolled in Citibank Rewards and not enrolled in Citibank Qantas Rewards.

### 7. Accumulation of Points

- 7.1 We allocate Points for each whole \$1.00 AUD of the total value of the Eligible Transaction which is debited to your Account during the Statement Period as follows:

Card type	Domestic Spend earn rate	International Spend earn rate
Citibank Rewards Credit Card - Classic	1 Point	1 Point
Citibank Gold Credit Card	1 Point	1 Point
Citibank Rewards Credit Card - Platinum	1.25 Points	3 Points (which is 1.25 Points plus 1.75 Bonus Points)

7.2 From time to time we may tell you that Bonus Points will be awarded for particular Eligible Transactions. This may include but is not limited to purchases you make at participating Bonus Points merchant partners or pursuant to specific promotional offers, the terms of which will be provided separately.

## **8. Redemption of Points for Rewards**

8.1 Pursuant to these Terms and Conditions, you may redeem Points for Rewards which have been nominated by us in writing.

8.2 If you make a request to redeem Points for Rewards, this request cannot be reversed, cancelled or changed after it has been accepted.

8.3 When you redeem Points for a Reward, you may nominate a third party to receive the Reward (any Rewards which contain alcohol cannot be given to persons under 18).

8.4 The first Cardholder to be added as an Additional Cardholder on your Account may redeem Points for a Reward (other than Airline Loyalty Points), unless otherwise specified by you. We are not responsible for any unauthorised transactions by your first Additional Cardholder including, the unauthorised redemption of Points.

8.5 A Rewards catalogue may specify that a Reward has a market value. The specified market value of a Reward is not a representation that the monetary value of a Reward or the difference between the number of Points required to redeem similar Rewards is the lowest price charged for that Reward in the market. We are not liable if you are able to find the Reward for a price that is lower than the one we specify.

8.6 If a Reward is damaged or faulty when you receive it, you must notify us within 7 days of receipt, giving full details including the name of the carrier. This does not take away any rights you may have to claim under any manufacturer's warranty for the Reward.

8.7 If you make a request to redeem Points by using our call centre (other than for Platinum Personalised Rewards), you will require an additional number of Points than if you redeemed the same Points using the website. The additional Points required will be contained in the Rewards Catalogue and will also be advised to you at the time the request is made before you have incurred the charge and only after you have agreed to proceed.

## **9. Cashback and Points Plus Pay**

9.1 If you redeem Points for a Cashback Reward, the amount of the Cashback Reward will be set-off against the Closing Balance of your Account on your next statement.

- 9.2 You can only redeem a Reward using Points Plus Pay if that Reward is eligible for Points Plus Pay redemption, you have accumulated the required amount of Points and you use your Card to purchase the Points Plus Pay redemption.
- 9.3 You may redeem Points for Cashback by contacting Citibank Rewards. Purchases must be paid in full on your eligible Citibank Credit Card. Citibank Rewards will then process a Cashback to your Account for the nominated amount in exchange for your Points. You must redeem a minimum of 5000 Points for any Cashback claim. The Cashback amount will be credited to your account within 28 days of the purchase date.
- 9.5 A Cashback Reward does not satisfy your obligation to make the Payment Due on your statement. To keep your Account in order, you must disregard the amount of any Cashback Reward that has not been credited and make all payments as set out in your Account Terms and Conditions.
- 9.6 A Cashback Reward is not allocated to repay a specific transaction. It will reduce the balance owing on your Account in the ordinary application of payments set out in your Account Terms and Conditions. You may contact CitiPhone Banking for more information.

## **10. Reward Certificates, Vouchers and Travel Vouchers**

- 10.1 You may redeem Points for Reward Certificates and Voucher Rewards, which will entitle you (or the person nominated by you) to redeem the Reward Certificate or Voucher Rewards with the named supplier.
- 10.2 Reward Certificates and Voucher Rewards are subject to the Terms and Conditions noted on the Reward Certificates and Vouchers Reward and the named supplier's terms and conditions.
- 10.3 Reward Certificates and Voucher Rewards are equivalent to cash and Citibank cannot replace Reward Certificates and Voucher Rewards if lost, stolen or destroyed. Nor can Points for lost, stolen or destroyed Reward Certificates or Voucher Rewards be re-credited to your Account.
- 10.4 You or your nominee is responsible for making all reservations with the supplier. When redeeming a hotel or Travel Voucher Reward, it is the onus of the recipient of the voucher to check room or flight availability prior to ordering the certificate. Citibank is not liable for any cancellation fees incurred with respect to a reservation.

## **11. Airline Loyalty Programs**

- 11.1 If your account allows you to redeem Points for Airline Loyalty Points, the types of Airline Loyalty Points that we offer may change over time because of decisions taken by the airline. Please refer to the current Rewards catalogue or the Rewards website for details of which Airline Loyalty Points are currently offered.

- 11.2 You must be a member of the Airline Loyalty Program in which you wish to claim Airline Loyalty Points and have advised us of your Airline Loyalty Program membership number prior to any such redemption.
- 11.3 If you are a member of the Airline Loyalty Program, you are subject to the terms and conditions of the Airline Loyalty Program.
- 11.4 If you redeem Points for Airline Loyalty Points, the Airline Loyalty Points may take up to 28 business days to appear in your Airline Loyalty Program membership account.

## **12. Platinum Personalised Rewards**

- 12.1 Citibank Rewards Credit Card - Platinum Cardholders may choose to redeem Points for Platinum Personalised Rewards.
- 12.2 If you choose to redeem Points for a Platinum Personalised Rewards you must provide us with all the relevant details relating to your proposed Platinum Personalised Reward including, the Australian dollar price, the name of the intended supplier and/or vendor and the contact details of the intended supplier and/or vendor. We may request that you provide this information to us in writing and sign your request.
- 12.3 When considering whether to fulfill a request for a Platinum Personalised Reward, we can choose, in our absolute discretion, to source or purchase the Platinum Personalised Reward from an alternate supplier and/or vendor.
- 12.4 If we notify you that we are prepared to accept a request to redeem Points for a Platinum Personalised Reward we will nominate the Australian dollar price of the Platinum Personalised Reward, the amount of Points required to redeem the Platinum Personalised Reward and the estimated time of delivery of the Platinum Personalised Reward.
- 12.5 We may refuse any request for a Platinum Personalised Reward which:
  - (a) in our view is inconsistent with our corporate standards;
  - (b) in our view is not appropriate as a Reward;
  - (c) in our view cannot be ordered without some personal knowledge of an individual's taste including custom-made items; or
  - (d) cannot be fulfilled due to unavailability.



## CHAPTER THREE

Chapter three applies only to Citibank Cardholders who have enrolled in Citibank Qantas Rewards and not enrolled in Citibank Rewards.

### 13. Accumulation of Points - Citibank Qantas Rewards

#### EFFECTIVE UNTIL 30 JUNE 2012

- 13.1 Citibank Rewards Credit Cards - Classic and Citibank Gold Credit Card Account holders are not eligible to earn Citibank Qantas Rewards Points. For Citibank Rewards Credit Cards - Platinum Cards enrolled in Citibank Qantas Rewards we will allocate Points for each whole \$1.00 AUD of the total value of the Eligible Transaction which is debited to your Account during the Statement Period as follows:
- (a) Existing Citibank Rewards Credit Card - Platinum Cardholders enrolled in Citibank Qantas Rewards on or before 31 October 2011 and Citibank Rewards Credit Card - Platinum Cardholders who opened their Citibank Rewards Credit Card - Platinum Card account on or after 1 November 2011:  
1 Citibank Qantas Reward Point per \$1.00 until 31 March 2012 and 0.5 Citibank Qantas Rewards Points thereafter;
  - (b) All other Citibank Rewards Credit Card - Platinum Cardholders:  
1 Citibank Qantas Reward Point per \$1.00 until 30 June 2012 and 0.5 Citibank Qantas Rewards Points thereafter.

#### EFFECTIVE FROM 1 JULY 2012

- 13.1 Citibank Rewards Credit Cards- Classic and Citibank Gold Credit Card Account holders are not eligible to earn Citibank Qantas Rewards Points. For Citibank Rewards Credit Cards - Platinum Cards enrolled in Citibank Qantas Rewards we will allocate 0.5 Citibank Qantas Rewards Points for each whole \$1.00 AUD of the total value of the Eligible Transaction which is debited to your Account during the Statement Period.
- 13.2 Bonus Points are not generally available to Citibank Cardholders who have enrolled in Citibank Qantas Rewards.

#### EFFECTIVE UNTIL 30 JUNE 2012

- 13.3 Citibank Qantas Rewards is not available for Citibank Rewards Credit Card - Classic or Citibank Gold Credit Card Accounts. Citibank Qantas Rewards is not available for Citibank Rewards Credit Card - Platinum Accounts except for:
- (a) Cardholders who held a Citibank Rewards Credit Card - Platinum prior to 31 October 2011 and have enrolled in Citibank Qantas Rewards on or before 30 June 2012.
  - (b) Cardholders who acquired a Citibank Rewards Credit Card - Platinum by upgrade from Citibank Gold Credit Card or Citibank Rewards Credit

Card -Classic after 1 November 2011 and have enrolled in Citibank Qantas Rewards on or before 30 June 2012.

- (c) Cardholders who acquired a Citibank Rewards Credit Card - Platinum Card (other than by way of upgrade) on or after 1 November 2011 and have enrolled in Citibank Qantas Rewards on or before 31 March 2012.

#### EFFECTIVE FROM 1 JULY 2012

- 13.3 Citibank Qantas Rewards is not available for Citibank Rewards Credit Card - Classic or Citibank Gold Credit Card Accounts. Citibank Qantas Rewards is not available for new enrolments by Citibank Rewards Credit Card - Platinum Accounts.
- 13.4 You must be a member of the Qantas Frequent Flyer Program and have advised us of your Qantas Frequent Flyer Program membership number before you can participate in Citibank Qantas Rewards. You will only earn Qantas Frequent Flyer Points after you advise us of your Qantas Frequent Flyer Program membership number. We will not credit you with Points of any sort before you advise us of your Qantas Frequent Flyer Program membership number.
- 13.5 Your Rewards Balance will be automatically redeemed for Qantas Frequent Flyer Points at the end of each Statement Period. It may take 28 business days for the Qantas Frequent Flyer Points to appear in your Qantas Frequent Flyer membership account.
- 13.6 When Points are redeemed for Qantas Frequent Flyer Points they will be redeemed at a rate of 1 Point for 1 Qantas Frequent Flyer Point.
- 13.7 Membership of the Qantas Frequent Flyer Program is subject to the term and conditions of that program. Once Points are redeemed for Qantas Frequent Flyer Points, the redemption cannot be reversed, cancelled or changed. Qantas Frequent Flyer Points are subject to the terms and conditions of the Qantas Frequent Flyer Program and these Terms and Conditions will no longer apply.
- 13.8 If, in any given Statement Period, you opt-out of the Citibank Qantas Rewards, your Rewards Balance will cease to be redeemed for Qantas Frequent Flyer Points after the end of the Statement Period in which you have made the election.
- 13.9 If you opt out of Citibank Rewards, and into Citibank Qantas Rewards, you will lose all your accrued Points in Citibank Rewards. You cannot redeem them or use the Points you accrued in the Citibank Rewards in Citibank Qantas Rewards. You cannot transfer Points from one Rewards program to the other.
- 13.10 Points may not be redeemed for any Reward other than by automatic redemption for Qantas Frequent Flyer Points in accordance with these Terms and Conditions.

- 13.11 Qantas Frequent Flyer Points may only be credited to a Qantas Frequent Flyer membership account in the Account holder's name.

## **CHAPTER FOUR**

Chapter four applies to Citibank Rewards Credit Card - Platinum Cardholders only.

### **14. Platinum Concierge Services**

- 14.1 Citibank provides Concierge Services to Platinum Cardholders via third parties. Concierge Services will act on your behalf and as an intermediary in assisting you with the following requests:
- a) Travel - for example, pre-trip information, flight and hotel availability and bookings;
  - b) Entertainment - for example, ticket bookings for events, and restaurant reservations;
  - c) Lifestyle - for example, information on golf clubs, health clubs, and pet services;
  - d) Shopping - for example, sourcing hard to find items or arranging gift purchase and delivery;
  - e) Business - for example, computer rentals, conference services and urgent interpretation.
- 14.2 You will be informed of the cost and options, if available, before any booking or purchase is made for you. Concierge Services will not incur costs on your behalf unless your prior consent has been received. Any ticket purchases once authorised and confirmed by you will be deemed as non-refundable on non-exchangeable items.
- 14.3 Concierge Services will provide you with a clear and detailed breakdown of any costs associated with the provision of a service, prior to arranging the service. You will not be charged for research or co-ordination services performed by Concierge Services. You will be responsible for all other costs and expenses related to your request. To the extent possible, goods and services acquired on your behalf will be charged directly by the provider to your Account. If Concierge Services advances funds for goods or services, Concierge Services shall bill that amount to your Account.
- 14.4 Concierge Services will not locate goods and services if they are:
- a) requested for re-sale, professional or commercial purposes;
  - b) abroad when customs regulations prohibit the shipping of the items to you;
  - c) prohibited under applicable law or which contravene popular moral or ethical standards; or
  - d) do not clearly provide some recreational benefit to you.

- 14.5 When goods or services are purchased on your behalf, items will be purchased and/or delivered in accordance with national and international regulations:
- a) you are at all times responsible for customs and excise fees and formalities;
  - b) Concierge Services recommends that they be insured for mailing or shipping. Concierge Services does not arrange for an insurance policy to apply to the goods or services purchased on your behalf. If you require an insurance policy for the goods and services purchased on your behalf, you must specify this and you will be charged the cost of the insurance. Neither Citibank nor Concierge Services provides mailing or shipping services. Mailing and shipping services are organised in accordance with your instructions. You may have remedies against the company which ships the goods to you.
- 14.6 Concierge Services accepts no liability arising from any provider that does not fulfill their obligations to you.

For more information visit us at

**[www.citibank.com.au](http://www.citibank.com.au)**

Or call CitiPhone Banking

**13 24 84**

If you are calling from overseas

**61 2 8225 0615**

For general correspondence please write to

**GPO Box 40**

**Sydney NSW 2001**



# Credit Guide

March 2012

This Credit Guide and other disclosure documents that we may give you, are important documents. These documents are all written in English. You need to ensure that you read and understand these documents before you make a decision to obtain credit. If you are unable to read English you should get help from an independent translator to interpret this material.

## What is a Credit Guide?

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This Credit Guide is designed to assist you in understanding the credit services offered by Citigroup Pty Limited ABN 88 004 325 080 Australia Credit Licence No. 238098 ("Citibank"). Citibank holds an Australian Credit Licence (ACL) issued by the Australian Securities and Investments Commission (ASIC). This Credit Guide outlines the types of credit services and credit contracts that Citibank provides, gives information on Citibank's obligations to you with respect to providing those services, and if necessary, how to make a complaint.

## Who is Citibank?

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Citibank is a part of Citigroup Inc. (Citi), one of the world's largest and best-known global financial service companies, operating in over 100 countries. Citibank issues the credit that may be extended to you. Citibank is responsible for the provision of the credit services and credit contracts described in this Credit Guide.

## How you can contact us?

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You can contact Citibank by:

- Calling CitiPhone 13 24 84 (within Australia) or + 61 2 8225 0615 (from overseas)
- Mailing GPO Box 40, Sydney NSW 2001
- Visiting our website: [www.citibank.com.au](http://www.citibank.com.au) and selecting 'Contact us' from the bottom of the homepage.

## How do we engage in credit activities and provide credit services?

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Citibank engages in credit activities by entering into credit contracts with you. These contracts include:

- Credit cards
- Revolving lines of credit or personal loans
- Home loans
- Temporary or ongoing credit limit increases

Citibank provides credit services to you by suggesting to you or assisting you with applying for new credit products; suggesting to you or assisting you to increase limits on your credit products, or suggesting to you that you remain in a credit product. Citibank also engages third parties to provide credit services to you.

## How will we provide credit contracts to meet your needs and circumstances?

---

Before entering into a credit contract with you for new or increased credit, Citibank will perform a credit assessment. This assessment will involve making enquiries as to your financial circumstances, an assessment of your requirements and objectives, and performing certain verifications of the financial information.

The purpose of the assessment is to check, based on the information supplied, that you will be able to comply with the credit contract or credit limit increase agreement and that complying will not create a situation of substantial hardship for you, and to ensure that the contract meets your needs and objectives. This is a legal obligation of Citibank. If it is likely that you will only be able to meet your repayment obligations by selling your principal place of residence, it must generally be presumed that you would only be able to comply with your obligations with substantial hardship, and such a credit contract or credit limit increase agreement will not be entered into.

It is important that you provide complete and accurate information about your current financial situation, and also about any likely future changes that may impact your ability to repay the loan without facing financial hardship.

## Obtaining a copy of the credit assessment

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Before entering into the credit contract or credit limit increase agreement, you may request a written copy of the credit assessment, in which case the assessment must be supplied before the contract is entered into.

You may also request a copy of the credit assessment at any time during the 7 years after the day the credit contract is entered into or the limit increased. In this case, if the request is made within the first 2 years, then the assessment must be supplied to you within 7 business days. If the request is made beyond the first 2 years, then the assessment must be supplied to you within 21 business days. There is no charge for the supply of the credit assessment.

Note: We are not required to provide you a copy of the assessment if the credit application or increase has been declined or if the credit contract your request relates to was entered into or credit limit increase occurred before 1 January 2011.

## What should you do if you have a complaint?

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If you have a complaint about the service provided to you, you should take the following steps:

### **1. Contact your Citibank Representative**

In the first instance please contact the Citibank Representative who provided you with the particular service and tell them about your complaint and they will try to resolve this.

### **2. Contact our Customer Advocacy Unit**

If you have raised your concern with a Citibank Representative and the matter has not been resolved to your satisfaction, our Customer Advocacy Unit can assist. There are three ways you can lodge your complaint:

- **By telephone**
  - Call **1300 308 935** (toll free within Australia) or **+ 61 2 8225 0163** (from overseas)
  - between 9am - 5pm Monday to Friday (AEST).
- **In writing**
  - Mail your written complaint to: Citigroup Pty Limited Customer Advocacy Unit, GPO Box 204, Sydney NSW 2001
  - Alternatively you can send your written complaint to **+ 612 8225 5131** by fax.
- **By email**

Email us at any time through [www.citibank.com.au](http://www.citibank.com.au) by selecting 'Contact Us' from the bottom of the homepage.

Once you have contacted Citibank, we will begin the process of investigating and resolving your complaint. We will try to resolve your complaint quickly and fairly. We will endeavour to resolve your complaint within 3 business days, however some complaints do take more time than others. If we anticipate that your complaint will take longer than 21 days to resolve, we will contact you within this time to provide you with an update on our progress. Should it take longer than 45 days, we will contact you in writing to provide an explanation of the reason for the delay.

### **3. Alternate dispute resolution schemes**

If you do not feel your complaint has been resolved in a satisfactory manner, or if you have not received a response after 45 days, you can contact the Financial Ombudsman Service Limited (FOS). FOS offers an independent alternative dispute resolution service to customers who have been through the bank's internal complaint process.



## How to contact FOS

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Post GPO Box 3, Melbourne VIC 3001  
Phone 1300 78 08 08\*  
Fax 03 9613 6399  
Email [info@fos.org.au](mailto:info@fos.org.au)  
Website [www.fos.org.au](http://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.

- The Australian Securities and Investments Commission (ASIC) also has a free information line on 1300 300 630 that can be used to get more information on your rights, and how to make a complaint.



# COMPLIMENTARY INSURANCE PRODUCTS ARE AVAILABLE TO YOU WITH YOUR NEW CITIBANK CREDIT CARD

One or more complimentary insurance products may be linked to your eligible credit card account.

The table below is an overview of the complimentary insurance products linked to credit card accounts:

	Guaranteed Pricing Scheme	Purchase Cover Insurance	International Travel Insurance	Extended Warranty Insurance	Transit Accident Insurance	Interstate Flight Inconvenience
Citibank Select	✓	✓	✓	✓	✓	✓
Citibank Rewards Credit Card - Signature	✓	✓	✓	✓	✓	✓
Citibank Rewards Credit Card - Platinum	✓	✓	✓	✓	✓	
Clear Platinum	✓	✓	✓	✓	✓	
Emirates Citibank Platinum	✓	✓	✓	✓	✓	
Citibank Gold Credit Card	✓	✓	✓			
Citibusiness Gold Card	✓	✓	✓			
Citibank Rewards Credit Card - Classic	✓	✓				
BP-Citibank MasterCard	✓	✓				

## Outline of complimentary insurance products:

**Guaranteed Pricing Scheme** enables you to receive a refund of the price difference when you purchase in-store, using your eligible credit card account, an eligible item which later goes on sale. Conditions apply.

**Purchase Cover Insurance** provides three (3) months of free insurance against loss, theft, or accidental damage over a wide range of new personal goods purchased anywhere in the world, where the purchase is charged to the cardholder's eligible credit card account.

**International Travel Insurance** is available on travel outside of Australia where the overseas travel tickets are purchased on the cardholder's eligible credit card account.

**Extended Warranty Insurance** extends the manufacturer's expressed Australian warranty on personal goods purchased, provided the purchase is charged to the cardholder's eligible credit card account.

**Transit Accident Insurance** provides certain accidental death and injury cover for eligible cardholders who, whilst outside Australia, sustain an injury while riding as a passenger in (not as pilot, driver or crewmember), or boarding or alighting a plane, tourist bus, train or ferry as outlined in the Transit Accident Insurance Policy.

**Interstate Flight Inconvenience** covers an eligible cardholder when they purchase the entire cost of their return interstate flight, within Australia, with their eligible credit card account and they are travelling for 14 consecutive days or less within Australia, for trip cancellations, flight delays, rental vehicle excess payments, lost and stolen luggage and meal and refreshment expenses due to flight delay. Conditions apply.

## For more information

Please review the Description of Insurance Cover booklet prior to purchasing the item you wish to insure (for example your travel ticket for International Travel Insurance) to determine whether this insurance is appropriate. A copy of this is available at

[www.citibank.com.au/complimentaryinsurance](http://www.citibank.com.au/complimentaryinsurance) or you can call Citibank on 13 24 84.

This insurance is provided automatically to cardholders under a master agreement between Zurich Australian Insurance Limited ABN 13 000 296 640, AFSL No. 232507 and Citigroup Pty Limited, and is subject to Terms and Conditions and exclusions. An excess applies to Purchase Cover Insurance.



# **Description of Complimentary Insurance Cover**

Effective from 1 October 2011

- **Citibank Select**
- **Citibank Rewards Credit Card - Signature**
- **Citibank Rewards Credit Card - Platinum**
- **Citibank Clear Platinum**
- **Emirates Citibank Platinum**
- **Citibank Gold**
- **Citibusiness Gold**
- **Citibank Rewards Credit Card - Classic**
- **BP-Citibank MasterCard**

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## What is this booklet?

This is **your Citibank complimentary** credit card insurance cover provided at no additional cost to **you**, and applies to purchases made on or after **1 October 2011**. If **you** want to make a claim, **you** are bound by what is set out in this booklet. It's important that **you** read this booklet carefully and keep it in a safe place.

**You** may also need to keep detailed particulars and proof of any loss including sales receipts and credit card account statements showing any purchases.

## Zurich - The issuer of this insurance cover

**You** should be aware that the issuer of this insurance cover is Zurich Australian Insurance Limited, ABN 13 000 296 640, AFS Licence No. 232507, of 5 Blue Street, North Sydney, NSW 2060 ('Zurich'). In this booklet, Zurich is referred to as 'Zurich', 'we', 'our' or 'us'.

The covers in this booklet are available under a Master Agreement between Zurich and Citigroup Pty Limited ABN 88 004 325 080, AFS Licence No 238098 of Level 10, 2 Park Street Sydney, New South Wales ('**Citibank**').

**Citibank** is not the issuer of the covers and neither it nor any of its related corporations guarantee or are liable to pay any of the benefits under these covers.

**Citibank** does not receive any commission or remuneration in relation to the covers set out in this booklet.

Neither **Citibank** nor any of its related corporations are Authorised Representatives of Zurich or any of its related companies.

## What insurance is available?

The type of cover available depends upon the type of Citibank credit card **you** have and is shown on the following table.

Cover	Classic Card	BP-Citibank MasterCard	Gold Card	Platinum Card	Signature Card	Select Card
Purchase Cover Insurance	✓	✓	✓	✓	✓	✓
Guaranteed Pricing Scheme	✓	✓	✓	✓	✓	✓
International Travel Insurance			✓	✓	✓	✓
Extended Warranty Insurance				✓	✓	✓
Transit Accident Insurance (for overseas travel)				✓	✓	✓
Interstate Flight Inconvenience Insurance					✓	✓

For the avoidance of doubt the cards in the above table are defined as follows:

- "**Platinum Card**" means a current and valid Citibank Rewards Credit Card - Platinum, Citibank Clear Platinum Credit Card or Emirates Citibank Platinum Card issued by Citibank.
- "**Select Card**" means a current and valid Citibank Select Credit Card issued by Citibank.
- "**Signature Card**" means a current and valid Citibank Rewards Credit Card - Signature issued by Citibank.
- "**Gold Card**" means a current and valid Citibank Gold Credit Card or Citibusiness Gold Credit Card issued by Citibank.
- "**Classic Card**" means a current and valid Citibank Rewards Credit Card - Classic issued by Citibank.

"**BP-Citibank MasterCard**" means a current and valid BP-Citibank Mastercard issued by Citibank.

## Enquiries

- Additional copies of this booklet can be obtained from Citibank by phoning 13 24 84 or online at [www.citibank.com.au/complimentaryinsurance](http://www.citibank.com.au/complimentaryinsurance)
- For claims and/or general enquiries call 1800 648 093, 9am - 5pm (Sydney time), Monday to Friday and please make sure **you** have this booklet on hand when **you** phone. However, if **you** require personal advice, please see **your** general insurance adviser.
- If **you** wish to apply for cover on **your pre-existing medical condition**, please phone Zurich Assist on 1800 648 093.

## Travelling Overseas

If **you** have an emergency while **you** are **overseas**, **you** can call Zurich Assist on +61 2 9995 2021 at any time from any place in the world, by reverse charge, if necessary.

We recommend **you** take this booklet with **you** when travelling **overseas** as it contains important phone numbers and details of the covers provided.

**You** should also take copies of **your overseas** travel and flight itinerary, **your** credit card statement and evidence of how **you** obtained **your overseas travel tickets** to help with proof of **your** eligibility for the covers.

If **you** want to make a claim whilst **overseas**, **you** will need to confirm to us or our agents that **your overseas travel tickets** were obtained in accordance with the requirements set out in this booklet. Without this information, a claim may be delayed and it may not be possible for us or our agents to give approval for **overseas** medical attention.

## Definitions and Interpretation

The words below and/or their plurals, when highlighted in bold, have the following specific meanings in this booklet.

'**\$**' means Australian dollar.

'**accident**' means any sudden and unexpected physical event.

'**act of terrorism**' means an act, including but not limited to, actual and/or threatened use of force or violence, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), which from its nature or context is done for, or in connection with, political, religious, ideological, ethnic, racial, economic or similar purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

'**Australia**' means the area enclosed by the territorial waters of the Commonwealth of Australia where Medicare benefits are payable. For the avoidance of doubt, Australia does not include external territories such as Norfolk Island, Christmas Island and Cocos (Keeling) Island.

'**bed care patient**' is when **you** are confined to an **overseas** hospital bed for at least 24 continuous hours as a result of an **injury** or illness occurring during the **journey**.

**Your** confinement must be certified as necessary by a qualified and registered medical practitioner. The confinement does not include time you spend in any institution used primarily as a nursing or convalescent home, a place of rest, a geriatric ward, a mental institution, rehabilitation or external care facility, or a place for the care or treatment of alcoholism or drug addiction.

**card** includes any of the following Citibank credit cards:

- "**Platinum Card**" means a current and valid Citibank Rewards Credit Card - Platinum, Citibank Clear Platinum Credit Card or Emirates Citibank Platinum Card issued by Citibank.
- "**Select Card**" means a current and valid Citibank Select Credit Card issued by Citibank.
- "**Signature Card**" means a current and valid Citibank Rewards Credit Card - Signature issued by Citibank.
- "**Gold Card**" means a current and valid Citibank Gold Credit Card or Citibusiness Gold Credit Card issued by Citibank.
- "**Classic Card**" means a current and valid Citibank Rewards Credit Card - Classic issued by Citibank.
- "**BP-Citibank MasterCard**" means a current and valid BP-Citibank MasterCard issued by Citibank.

'**cardholder**' means a permanent resident of **Australia**, to whom Citibank has issued a **card**, and includes additional **cardholders**.

'**conveyance**' means an aircraft, vehicle, taxi, train, coach, vessel or other public transportation that is licensed or authorised to carry fare-paying passengers.

'**covered breakdown**' means the failure of a **covered product** to operate for the purpose for which it was designed, as a direct result of a breakdown or defect. This does not include where the breakdown or defect is covered by the terms of the **registered warranty**.

'**covered product**' means a new item purchased for personal, domestic or household use but excludes:

- items acquired for the purpose of sale or trade;
- business owned or business related items;
- animals or plant life;
- computer software or non-tangible items;
- cash, bullion, negotiable instruments, vouchers, gift cards, trading cards, tickets of any description, travellers cheques or collections such as stamps, coins and cards;
- consumable or perishable items (including but not limited to food, drink, drugs, cosmetics, fuel or oil);
- boats, automobiles, motorboats, motorcycles, airplanes or any other motorised vehicles and their integral parts and installed accessories;
- second-hand items including antiques;
- items of contraband;
- real estate and movable fixtures or fittings (including but not limited to dish washers, stoves, ovens and fixed air conditioners) which are or are intended to form part of any home or real estate; or
- items purchased for a price of more than **\$10,000** per item for Guaranteed Pricing Scheme and Purchase Cover Insurance and **\$20,000** per item for Extended Warranty Insurance.

**'dangerous activities'** means **your** conscious exposure to exceptional danger, unless in an attempt to preserve **your** life or the life of another person; during the **journey** and includes but is not limited to activities such as:

- scuba diving unless **you** hold an open water diving certificate or are diving with a qualified and registered diving instructor;
- mountaineering or rock climbing (involving the use of climbing equipment, ropes or guides), racing (other than on foot), white water rafting or boating, abseiling, parasailing, skydiving, hang-gliding, base jumping, bungee jumping, pot holing, canyoning, caving, fire walking, running with the bulls, rodeo riding, polo playing, hunting, shooting, archery, tobogganing, water skiing, jet skiing, off-piste snow-skiing, off-piste snowboarding, snowmobiling or any other similar activity; or
- participation in any kind of professional sport.

**'dependent child'** means an unmarried child of a **cardholder**, up to and including the age of 21, who is primarily dependant on the **cardholder** for their maintenance and support and who travels with the **cardholder** for the entire **journey** or **trip** but does not include a child born on the **journey** or **trip**.

**'epidemic/pandemic'** means anything defined by the World Health Organisation to be an epidemic/pandemic or to have reached epidemic and/or pandemic status (as stated on either [www.who.int](http://www.who.int) or [www.smarttraveller.gov.au](http://www.smarttraveller.gov.au)).

**'excess'** means the amount **you** must first contribute towards any claim as specified in the "Excesses - What you contribute to a claim" section of this booklet.

**'funeral expenses'** means the costs of returning **your** remains or ashes to **your** home town/city in **Australia** and/or the costs of **your** funeral or cremation (including **overseas** funeral or cremation if **you** died **overseas**).

**'injury/injured'** means loss of life or bodily hurt caused by an **accident** during the **journey** where that **accident** is caused by violent, external and visible means, and results independently of any other cause. **Injury** does not include illness or disease.

**'interstate flight'** means travel on a registered and scheduled commercial passenger airline from any **Australian** state or territory to another **Australian** state or territory.

**'journey'** means travel as outlined under the 'When does cover apply?' headings in the International Travel Insurance and Interstate Flight Inconvenience Insurance sections.

**'legal liability'** means **your** responsibility to pay compensation or damages for negligently causing:

- **injury** to someone other than **you, your spouse, your dependent children, your travel companion** or **your** employee; or
- loss of or damage to property owned by or in the control of someone other than **you, your spouse, your dependent children** or **your travel companion**, during the **journey**.

**'medical expenses'** means necessary and reasonable expenses incurred for:

- medical, paramedical, surgical and other treatment given or prescribed by a qualified and registered medical practitioner;
- ambulance and hospital charges; and
- emergency dental charges up to a limit of **\$1,250** for the relief of unexpected, sudden and severe pain certified by a treating dentist. This does not include dental treatment arising from deterioration, decay or normal wear and tear of teeth.

**'natural disaster'** means any event or force of nature that has catastrophic consequences, such as avalanche, earthquake, flood, bush fire, hurricane, tornado, cyclone, tsunami and volcanic eruption.

**'overseas'** means outside of **Australia**.

**'overseas travel ticket'** means either:

- a one way ticket from **Australia** to an **overseas** destination; or
- a return ticket to an **overseas** destination and returning to **Australia**.

**'pre-existing medical condition'** in relation to the **cardholder**, any **relative, travel companion** or any other person that may give cause for **you** to claim, means:

- any medical condition including but not limited to mental disorder, anxiety, alcoholism, drug addiction and/or any chronic or ongoing physical, medical or dental condition, of which **you** are aware or for which investigation, treatment or advice has been received; or
- medication prescribed or taken at any time before commencement of **your journey**; and

any complication caused by or arising from any such condition outlined above.

For the avoidance of doubt, pregnancy is not a **pre-existing medical condition**.

**'public place'** includes but is not limited to shops, buses, planes, trains, taxis, ferries, airports, bus depots, railway stations, streets, hotel and conference centre foyers (and hallways, common areas, grounds and unlocked rooms), restaurants, beaches, around swimming pools, toilets, car parks, office areas, behind counters, housing and hostel common areas, unlocked hostel rooms and any place that is accessible to or by the public.

**'registered warranty'** means the manufacturer's written warranty, properly registered with the manufacturer, that is applicable and able to be fulfilled within **Australia**.

'relative' means a permanent resident living in **Australia**, who is related to the **cardholder** by birth, marriage, de facto or affianced relationship.

'rental vehicle' means a rented sedan and/or station wagon but not any other style of vehicle, rented from a licensed motor vehicle rental agency.

'special event' means a wedding, funeral, pre-paid conference, pre-paid sporting event, pre-paid concert, pre-paid cruise or pre-paid tour which before **you** left **Australia** **you** had planned to attend.

'spouse' means a married, de facto or affianced partner of the **cardholder** who is permanently living with the **cardholder** at the time the **journey** or **trip** starts and who travels with the **cardholder** for the entire **journey** or **trip**. We may ask for proof of this relationship.

'travel companion' means a person who, before the **journey** began, arranged to accompany **you** from **Australia** and then was on **your journey** for at least 50% of the time of **your journey**.

'travel services provider' means any scheduled services airline, coach operator, bus operator, shipping line or railway company, ferry, transport provider, hotel, hostel, accommodation provider, car rental agency, travel agent, tour or cruise operator, travel or tour wholesaler, booking agent, conference organiser or any other provider of travel or tourism related services, facilities or accommodation.

'trip' means an **overseas** passage by the **cardholder** and/or their **spouse** and/or **dependent children** as paying passengers on a **conveyance**.

'unattended' means but is not limited to when **your** belongings are not with either **you** or **your travel companion** or an **Australian** resident, whom **you** can identify and tell us where they live, or are in a position where they can be taken without **you** or **your travel companion** or the **Australian** resident knowing or being able to prevent them being taken. This includes when **you** or **your travel companion** or the **Australian** resident are asleep and **your** belongings are taken without any of **you** knowing.

'you', 'your' and 'yourself' means any of the following if they are eligible for the cover:

- the **cardholder**; and
- the **spouse** and/or **dependent children**.

## Terms and Conditions applying to all Covers

**You** need to comply with **your** obligations under the terms and conditions set out in this booklet otherwise we may refuse to pay **your** claim.

### Telling us about your travel arrangements

**You** do not have to tell us or **Citibank** that **you** will be travelling. So long as **you** comply with the terms and conditions of this insurance cover, **you** are automatically covered.

### How can this policy be terminated or changed?

**Citibank** may terminate or change any one or all of the covers at any time. **Citibank** will give **you** written notice of the change or termination.

The existing cover will apply to purchases made before the date of the change or termination.

### Excesses - What you contribute to a claim

**You** must pay the following **excess** amounts for each claim made under the following cover sections even if a number of claims are submitted on the one claim form. However if **you** make more than one claim as the result of a single event, the highest **excess** will apply but will only apply once.

Section	Cover type	Excess amount
<b>International Travel Insurance</b>		
	<b>Medical Expenses</b>	\$200
	Personal Belongings and business items (except for claims for the cost of replacing <b>your</b> travel documents, travellers cheques and credit cards or the emergency replacement of <b>your</b> clothes and toiletries; in which case, no <b>excess</b> applies)	\$200
	Unexpected Cancellation and Expenses	\$200
	Resumption of <b>Journey</b>	\$200
	<b>Special Event</b>	\$200
<b>Interstate Flight Inconvenience Insurance</b>		
	Personal Belongings	\$200
	Unexpected Cancellation	\$200
<b>Purchase Cover Insurance</b>		\$100
<b>Extended Warranty Insurance</b>		\$100



## Expenses must be reasonable

In relation to **medical expenses**, the care obtained should be at the standard level given in the country **you** are in and not exceed the level **you** would normally receive in **Australia**.

For travel, accommodation and meal expenses, the standard must not exceed the average standard of travel, accommodation and meals **you** booked for the rest of **your journey**.

In every other case, we will only pay expenses that we consider to be reasonable in all the circumstances.

## Minimising loss

**You** must take all reasonable steps to prevent or minimise loss.

**You** must take all reasonable precautions to safeguard **your** belongings. For example, leaving **your** belongings **unattended** in a **public place** encourages theft and is not a reasonable precaution.

**You** must take all reasonable steps to safeguard **your** own safety and follow the advice and heed the warnings of any government or government agency and any official body and heed warnings broadcast in the mass media.

## Headings

Headings have been included for ease of reference but do not form part of the policy.

## Exclusions

The exclusions below set out what is not covered.

**You** should also read each section as they may contain specific exclusions that also apply.

We do not cover **you** for any claims for, caused by or arising from (whether directly or indirectly):

## Medical

1. any **pre-existing medical condition** of **yours**, a **relative**, **travel companion** or any other person that may give cause for **you** to claim unless it is specifically covered in International Travel Insurance or we have given prior written approval to cover the **pre-existing medical condition** and **you** have paid the administration fee;
2. any travel **you** book or take against medical advice, take for the purpose of getting medical treatment or advice, or take after a qualified and registered medical practitioner informs **you** that **you** are terminally ill;
3. **medical expenses** **you** incur for treatment in **Australia**;
4. **medical expenses** which can otherwise be claimed under Medicare and/or any private medical fund or government scheme;
5. death, illness, **injury**, sickness or disease of or relating to persons living outside **Australia**;
6. **your** suicide, attempted suicide, self-inflicted **injury** or illness or condition or harm;
7. (a) the effect of or chronic use of alcohol or drugs; or  
(b) any transmissible disease as a result of giving or taking a drug, unless the use of the drug is supervised by a qualified and registered medical practitioner and the disease is otherwise not excluded in Exclusion 8 below;
8. sexually transmissible diseases, infection or virus of any sort, regardless of how **you** came to be infected, Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) or Human Immunodeficiency Virus (HIV);

## Pregnancy

9. pregnancy or childbirth except where an unexpected and unforeseen medical complication has arisen in respect of **your** pregnancy up to the end of the 26th week of **your** pregnancy. The 26th week of **your** pregnancy is calculated based on **your** estimated date of delivery as confirmed in writing by **your** obstetrician;

## Personal belongings and business items

10. **you** leaving **your** personal belongings or business items **unattended**:
  - (a) in a **public place**, regardless of whether they are left behind, forgotten or misplaced;
  - (b) in a motor vehicle unless stored in the boot and forced entry is gained;
  - (c) in a motor vehicle overnight (even if in the boot); or
  - (d) with a person who steals or deliberately damages them;
11. jewellery, watches, cameras, mobile phones, portable electrical items, laptop computers or cash or equivalent **unattended** at any time or left in a motor vehicle (even if in the boot) or baggage;
12. securities, stamps, manuscripts, books of account, works of art and antiques;
13. sporting equipment whilst in use;
14. any items that are intended for sale or trade, items acquired for transformation in the business and commercial samples;

15. items that are brittle or fragile unless the loss or damage is caused by thieves or fire or an **accident** involving the **conveyance** in which **you** are travelling (however photographic or video equipment, spectacles, contact lenses, binoculars and laptop computers are not considered brittle or fragile items);
16. **your** failure to comply with the recommended security guidelines for the use of cheques, travellers cheques, credit cards or postal or money orders;
17. items **you** post or otherwise pay to be transported and which are not part of **your** accompanying baggage;
18. electrical or mechanical fault or breakdown unless covered under Extended Warranty Insurance;
19. confiscation or destruction by customs or any other authorities or officials;
20. disappearance of any items in circumstances that cannot be explained to our reasonable satisfaction;

### Activities

21. any **dangerous activities**;
22. participation in any activities involving a motorcycle or quad-bike during the **journey** unless it involves **you** driving a hired motorcycle with an engine capacity of 200cc or less and **you** hold a current motorcycle licence;
23. deliberate acts or illegal or criminal acts by **you, your spouse, your dependent children** or any other person acting with **your** consent or under **your** direction;
24. **your** participation as a crew member or pilot of any **conveyance**;

### Disruptions

25. **you** or **your travel companion** not wanting to continue **your journey** or cancelling or cutting it short (unless **your** claim is within the "Unexpected Cancellation of Travel Arrangements and Other Unexpected Expenses" cover);
26. **you** or **your travel companion's** financial, business or contractual situation, commitments or obligations;
27. **your** or **your travel companion's** employment or work (whether paid or unpaid or voluntary) either in **Australia** or **overseas** including not being able to take leave or cancellation by **you** or **your travel companion's** employer of authorised prearranged leave except if the person whose leave has been cancelled is a full time employee of the police, fire, ambulance, defence or emergency services;
28. **you** or **your travel companion's** failure to obtain a visa, a passport or a passport with a required minimum remaining validity;
29. any interference with **your** travel plans by any government, government regulation or prohibition or intervention or official authority;
30. bookings made with or via any unlicensed **travel services provider**;
31. the inability, failure or refusal of any **travel services provider** to provide services, facilities or accommodation, or to commence or complete any or any part of a tour, travel, **journey**, accommodation or conference for the following reasons:
  - (a) lack of numbers required to commence or complete any or any part of a tour, travel, **journey**, accommodation or conference;
  - (b) negligence of the **travel services provider**; or
  - (c) insolvency or financial collapse of an unlicensed **travel services provider** or any company, organisation or person with whom they deal;

### General

32. changes in currency rates;
33. **your** failure to take reasonable care;
34. any **epidemic/pandemic**;
35. any **act of terrorism**;
36. war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, riot, rebellion, revolution, insurrection, military coup or overthrow/attempted overthrow of a government/military power;
37. damage or loss arising from wear and tear, deterioration, atmospheric or climatic condition, flood, mould, fungus, mildew, animals (including but not limited to insects, rodents and vermin), inherent defect in any item, or any process of servicing, repairing, restoring, altering or cleaning (including but not limited to washing, ironing and dry cleaning);
38. consequential loss or damage, punitive, exemplary or aggravated damages or any fine or penalty;
39. radioactivity or the use, existence or escape of any nuclear fuel, nuclear material or nuclear waste; or
40. the dispersal, application or release of pathogenic or poisonous biological or chemical materials.

## International Travel Insurance for Select Cards, Signature Cards, Platinum Cards and Gold Cards only

### Summary of cover

International Travel Insurance covers **you** for up to 6 months (or 3 months if **you** have a **Gold Card**) when travelling **overseas** for:

- **medical expenses** if **you** become sick or injured;
- access to Zurich Assist emergency services;
- loss or theft of personal belongings and business items;
- cancellation of travel arrangements due to unexpected circumstances;
- costs of resuming travel after the unexpected death of a **relative**;
- costs of getting **you** to a **special event** if **your journey** is unexpectedly interrupted;
- reimbursement of a **rental vehicle** excess or deductible;
- reimbursement of **your** additional meal and accommodation expenses due to an unexpected delay of **your conveyance**;
- **your funeral expenses**;
- **your** accidental death;
- **your** legal liability; and
- loss of income as a result of **injuries** sustained on a **journey**.

Details of the cover follow. Please also see page 30 for the cover limits for this section.

### Who is eligible?

**Select Card, Signature Card, Platinum Card** and **Gold Card cardholders** are eligible for this International Travel Insurance, if their travel is for no more than three (3) consecutive months for **Gold Cards**, or six (6) consecutive months or less for **Select Cards**, **Signature Cards** and **Platinum Cards** and when prior to leaving **Australia** their **overseas travel ticket** (but not taxes or airport or travel agent charges) was obtained by one of the following methods:

For **Select Cards, Signature Cards** and **Platinum Cards**:

- cost charged to a **cardholder's Card**; or
- as a member of the Citibank Rewards Program, the **cardholder** obtained their **overseas travel ticket** in exchange for the **cardholder** redeeming their Citibank Reward Points, provided the redemption occurs within one month after the **cardholder** had transferred at least 15,000 Citibank Reward Points to a frequent flyer program; or
- as a member of the Citibank Qantas Rewards program, the **cardholder** obtained their **overseas travel ticket** in exchange for redeeming their Qantas Frequent Flyer points, provided that the **cardholder** had had credited a minimum of 15,000 points to their Qantas Frequent Flyer account, in accordance with the Citibank Qantas Rewards program; or
- as a member of the Citi Miles program, the **cardholder** obtained their **overseas travel ticket** in exchange for redeeming their Citi Miles, provided that the **cardholder** had had credited a minimum of 15,000 points to their Skywards account, in accordance with the Citi Miles program; or
- obtained by the **cardholder** under the Citibank Travel Program.

For **Gold Cards**:

- cost charged to a **cardholder's Card**; or
- as a member of the Citibank Rewards Program, the **cardholder** obtained their **overseas travel ticket** in exchange for the **cardholder** redeeming their Citibank Reward Points, provided the redemption occurs within one month after the **cardholder** transferred at least 15,000 Citibank Reward Points to a frequent flyer program; or
- obtained by the **cardholder** under the Citibank Travel Program.

Please note that no cover is provided under the International Travel Insurance Policy when the **overseas travel tickets** have been fully or partially obtained by redeeming points or rewards from schemes other than as outlined above.

If the **cardholder** is eligible for this insurance, the **cardholder's spouse** and/or **dependent children** are also eligible for this International Travel Insurance, if their travel is for no more than three (3) consecutive months (or six (6) consecutive months or less for **Select Card** and **Platinum Card cardholders**) and when prior to leaving **Australia** their **overseas travel tickets** (but not taxes or airport or travel agent charges) were obtained as described above and they are travelling with the **cardholder** for their entire **journey**.

The cover is available up to 31 days for **cardholders** with a one-way **overseas travel ticket** or for travel of:

- three (3) consecutive months or less for **Gold Card cardholders** with return **overseas travel tickets**; or
- six (6) consecutive months or less for **Select Card, Signature Card** and **Platinum Card cardholders** with return **overseas travel tickets**.

For the avoidance of doubt, **you** will not be eligible for cover under International Travel Insurance if **your** travel is greater than three (3) consecutive months for **Gold Cards** or six (6) months for **Select Card, Signature Card** and **Platinum Card cardholders**.

## Pre-existing medical conditions

Before going **overseas**, **you** can apply for cover for **your pre-existing medical condition** by phoning Zurich Assist on 1800 648 093.

Our team of medical professionals will assess **your** condition. If we decide to cover **your pre-existing medical condition**, **you** will need to pay an administration fee and Zurich Assist will send **you** a letter confirming that **your pre-existing medical condition** is covered for the **journey**. Otherwise, **you** are not covered for any claim arising from a **pre-existing medical condition**.

This policy does not cover any claim arising from the **pre-existing medical conditions** of **your relatives, travel companion** or any other persons.

## When does cover apply?

Cover applies from when **you** start **your journey**, which is the departure date from **Australia** shown on **your overseas travel ticket** and includes travel directly from **your** home to the **Australian** air or sea terminal that is the departure point shown on **your overseas travel ticket**.

The **journey** ends when the first of the following occurs:

1. If **you** have a return **overseas travel ticket**:
  - (a) when **you** return to **Australia**, including travel directly from the air or sea terminal where **you** landed in **Australia** to **your** home;
  - (b) at midnight on the date when **you** are due to return to **your** home in **Australia** as shown on **your** return **overseas travel ticket**;
  - (c) three (3) consecutive months for **Gold Cards** (or six (6) months for **Select Card, Signature Card** and **Platinum Card cardholders**) after the date of departure shown on **your** return **overseas travel tickets**; or
  - (d) when **you** cancel **your** return **overseas travel ticket**.

If **your** return to **Australia** is delayed because of an event covered by this insurance, or because **your** scheduled **conveyance** is delayed for reasons beyond **your** control, **your journey** will automatically be extended for up to four weeks or until **you** return to **Australia**, whichever happens first.

2. If **you** have a one way **overseas travel ticket**:
  - (a) when **you** return to **Australia**, including travel directly from the air or sea terminal where **you** landed in **Australia** to **your** home; or
  - (b) 31 consecutive days after the date of departure shown on **your overseas travel ticket**.

For the avoidance of doubt, **you** are only covered if **you** travel directly to **your** home from the air or sea terminal where **you** landed in **Australia** and will not be covered for any divergence, delay or indirect route **you** elect to take.

## What is covered?

Subject to the maximum limits of what we will pay under the "What are the cover limits?" section on page 30 and the Terms and Conditions set out in this booklet, we provide the following cover.

### 1. Medical expenses

We cover **you** for **your medical expenses** if:

- (a) **you** become ill and/or are **injured** during the **journey**; and
- (b) a qualified and registered medical practitioner certifies that **you** have suffered illness or **injury** and require treatment for that illness or **injury**; and
- (c) **you** incur the **medical expenses** to treat that illness and/or **injury** during **your journey**.

If **you** are prevented from returning to **Australia** as a result of the illness and/or **injury**, we will pay **your medical expenses** that **you** have incurred **overseas** after **your journey** ends for a period of up to 12 months after **your injury** first happened or **your** illness was first diagnosed.

However in certain circumstances, we can decide to return **you** to **Australia** for ongoing medical attention. If **you** choose not to return to **Australia**, we will not pay for any **medical expenses** **you** incur **overseas** after the date of our decision.

Further, we will cover **your** incidental expenses (such as a rental TV, newspapers or hospital phone calls) up to \$110 per day for each continuous 24-hour period **you** are a **bed care patient**.

### Zurich Assist

If **you** have a medical emergency while **you** are **overseas**, **you** can call Zurich Assist on +61 2 9995 2021 (on reverse charge if necessary) from any place in the world.

Zurich Assist has access to a worldwide team of skilled doctors and medical professionals available 24 hours a day, 7 days a week.

If necessary, it can also make the following services available:

- access to registered medical practitioners for emergency assistance and advice;
- emergency transportation to the nearest suitable hospital;
- emergency evacuation;

- if **you** request, **your** family in **Australia** will be advised of **your** medical condition and be kept informed of the situation;
- payment guarantees to hospitals and insurance verification; and
- urgent message service and emergency travel planning.

## 2. Personal belongings and business items

We cover **you** for the theft and loss of or damage to the following **personal belongings** and business items whilst on **your journey**:

- baggage, clothing and personal valuables;
- portable electrical equipment, laptop computers and associated equipment/accessories, binoculars, cameras and associated equipment/accessories but we will not pay for scratched lenses or screens;
- travel documents, travellers cheques, banknotes, currency notes, postal orders, money orders, cash or credit cards;
- emergency replacement of **your** clothes and toiletries if all **your** luggage (except carry-on luggage) is delayed, misdirected or temporarily misplaced by any carrier for more than 12 hours and **you** obtain written confirmation from the carrier as to the delay, misdirection or temporary misplacement.

If **your** travel documents, credit cards or travellers cheques are stolen or lost, we will cover **you** for any legal liability for payment caused by or arising from their unauthorised use if **you** have:

- complied with all the conditions **you** agreed to when **your** travel documents, credit cards or travellers cheques were issued; and
- reported the loss to the appropriate authorities (e.g. consulate, bank or police) as soon as possible after the discovery of the loss and have taken the appropriate cancellation measures.

If **you** make a claim, **you** must prove your ownership and the value of **your** belongings (e.g. receipt or valuation for jewellery).

If **you** cannot prove the value of **your** belongings, the most we will pay for each individual item is 10% of the limit shown for that type of item in the Table under the "What are the cover limits?" section on page 30.

## 3. Unexpected cancellation and expenses

We cover **you** for cancellation of travel arrangements and other expenses incurred after **you** have obtained **your overseas travel ticket** and up until the end of the **journey**, where the claim is not covered elsewhere in this policy and is for any of the following unexpected events:

- you, your travel companion** or a **relative** dies, is seriously **injured** or becomes seriously ill (subject to verification by written medical advice obtained by **you** from a qualified and registered medical practitioner);
- you** require medical attention relating to a **pre-existing medical condition**, provided we have given prior written approval to cover **your pre-existing medical condition** and **you** have paid the administration fee;
- if, before **your** departure from Australia, **you** become aware of a medical condition **you** have, for which we will then not provide **pre-existing medical condition** cover;
- if **you** are pregnant and before **your** departure from **Australia**, an unexpected and unforeseen medical complication occurs (which is confirmed in writing by a qualified and registered medical practitioner) that prevents **you** from travelling because such travel would be unsafe for **your** health or the health of **your** unborn child;
- your** arranged travel is cancelled or delayed by the carrier because of mechanical breakdown, riots, strikes, civil commotion (but not an **act of terrorism**), weather conditions or **natural disasters**;
- a **natural disaster** either at **your** destination or at **your** or **your travel companion's** residence in **Australia**;
- a **special event** has been cancelled or postponed for reasons beyond **your** control;
- whilst **you** are **overseas** **your** or **your travel companion's** travel documents are stolen or lost;
- you** or **your travel companion** are quarantined;
- your** or **your travel companion's** residence in **Australia** is totally destroyed;
- you** or **your travel companion** are subpoenaed to attend court in **Australia** (after having purchased **your overseas travel ticket**) on a date falling during **your journey**;
- you** or **your travel companion** are retrenched (not including voluntary retrenchment or redundancy);
- financial insolvency or financial collapse of the licensed **travel services provider** through whom **your** travel bookings were made;
- you** or **your travel companion** having to sit exams for studies either of **you** are undertaking, provided that **you** or **your travel companion** had no prior knowledge of the date of the exam before **you** obtained **your overseas travel ticket**;
- your** employer cancelling **your** prearranged leave provided **you** are a full time employee of the police, fire, ambulance, defence or emergency services; or
- you** miss **your** arranged travel because **your** preceding flight was delayed or cancelled.



If **you** reschedule **your** travel arrangements at the earliest possible opportunity after the unexpected event, we will pay for either (at our option):

- (i) any part of **your** rescheduled travel and accommodation arrangements for which **you** have paid but are unable to use and are non-refundable; or
- (ii) the cost of a higher class of travel on the same type of **conveyance** or increased seasonal rates for travel, if that is the only class or rate available.

We will pay these costs minus the amount of any refundable part of **your** rescheduled travel arrangements.

If **you** do not reschedule **your** travel arrangements, we will pay for any part of **your** cancelled travel and accommodation arrangements for which **you** have paid but will not use and are non-refundable.

If **you** want to claim under this cover, **you** must take the following steps as soon as possible after the unexpected event:

- (iii) recover any refund **you** are entitled to; and
- (iv) cancel any other travel or accommodation arrangements that flow on from **your** original travel arrangements and that **you** are now unable to use.

#### 4. Resumption of journey

If **your relative** dies whilst **you** are on an **overseas journey** and **you** have to interrupt **your journey** to return to **Australia**, we will cover **you** for the cost of an economy air ticket to **Australia** and return to the **overseas** location where **you** were scheduled to be at the time when **you** return **overseas** (as stated in **your** original itinerary) provided:

- (a) **you** resume **your journey** within 30 days of returning to **Australia**;
- (b) there is at least 14 days or 25%, whichever is the greater, of the time of **your journey** remaining at the time **you** resume **your journey**; and
- (c) **your** claim is not excluded elsewhere in this policy.

However, if the death is due to **your relative's pre-existing medical condition**, we will pay benefits provided that before **you** commenced **your journey** a qualified and registered medical practitioner had not declared **your relative** as being terminally ill.

#### 5. Special event

Where **your journey** is for the purpose of attending a **special event** and:

- (a) **your journey** is interrupted or delayed by any unexpected cause outside your control; and
- (b) the **special event** cannot be delayed,

we will pay **your** additional costs of using alternative public transport to arrive at **your** destination on time for the purpose of attending the **special event**.

#### 6. Rental vehicle insurance excess

We cover **you** for reimbursement of any excess or deductible **you** become legally liable to pay whilst on **your journey** in respect of a claim made under the **rental vehicle** comprehensive insurance policy during the period of the rental, if **you** have:

- (a) taken comprehensive motor insurance against loss of or damage to the **rental vehicle** as part of the rental agreement; and
- (b) complied with all requirements of the rental agency under the rental agreement and of the **rental vehicle** insurer; and
- (c) not violated any terms of the rental agreement of the **rental vehicle**.

#### 7. Travel delay

If departure of **your** scheduled **conveyance** is delayed for six or more hours, we will reimburse **your** additional meal and accommodation expenses if **you** supply receipts for the expenses incurred and written confirmation from the carrier confirming the length of delay.

#### 8. Funeral expenses

We cover **your funeral expenses** if **you** die as a result of illness or **injury** whilst on **your journey** and a death certificate given by a qualified and registered medical practitioner is provided to us as proof of the cause of death.

#### 9. Accidental death

We cover **you** if **you** die:

- (a) within 12 months of **injuries** sustained in an **accident** happening during **your journey**; and
- (b) **your** death certificate, provided by a qualified and registered medical practitioner, confirms the cause of **your** death; and
- (c) **you** are not covered under the Transit Accident Insurance cover section.

If **your** body can not be found after 12 months of the **accident**, we will treat **you** as having died from that **accident**.

## 10. Personal legal liability

We cover **you** for **your legal liability** and all related legal fees and expenses if we incur them on **your** behalf or **you** incur them after we agree in writing.

Only we can (and **you** must not) settle or defend any claim, make or accept an offer of payment or in any way admit **you** are liable.

We do not cover **you** for **your legal liability** caused by or arising from:

- (a) ownership, control or occupation of any land or building by **you, your spouse, your dependent children** and/or **your travel companion** (unless the building is a residence and **you, your spouse, your dependent children** and/or **your travel companion** occupy it during **your journey** as a tenant or lessee, or in some other temporary way);
- (b) **your** ownership, control or use of a firearm, motorised vehicle, an aircraft or a watercraft (except for non-motorised watercraft used on inland waterways). If **you** do not own or control the transport and are using it only as a passenger, this exclusion doesn't apply;
- (c) **your** business, profession, trade or occupation including any professional advice given by **you**;
- (d) anything that would be covered under workers' compensation legislation, any industrial award or agreement, or accident compensation legislation or such similar legislation in any country; or
- (e) any contract unless that liability would have arisen in the absence of that contract.

## 11. Loss of income

We cover **cardholders** and their **spouses** for loss of income and will pay this benefit monthly in arrears if:

- (a) a **cardholder** or **spouse** is unable to resume their pre-**journey** work in **Australia** after a **journey** ends solely as a result of **injuries** sustained whilst on a **journey**; and
- (b) the claim is supported by a medical certificate given by an Australian qualified and registered medical practitioner; and
- (c) the **cardholder** or **spouse** had work to return to in **Australia** (supported by written evidence).

We do not cover the income lost during the first month after a **cardholder** or **spouse** planned to resume their pre-**journey** work in **Australia**.

## What are the cover limits?

The table below sets out the maximum limits of what **we** will pay under each section.

## Interstate Flight Inconvenience Insurance

### Summary of cover

Interstate Flight Inconvenience Insurance covers **you** for up to 14 days when travelling within **Australia** for:

- loss or theft of personal belongings and business items;
- emergency replacement of luggage when a flight is delayed;
- cancellation of travel arrangements due to unexpected circumstances;
- reimbursement of any **rental vehicle** excess or deductible;
- reimbursement of **your** additional meal and refreshment expenses due to flight delay; and
- **your** funeral expenses.

Details of the cover follow. Please also see page 40 for the cover limits for this section.

### Who is eligible?

**Select Card** and **Signature Card cardholders**, are eligible for Interstate Flight Inconvenience Insurance on **interstate flights**, if:

- (a) the entire cost of the return **interstate flight** (excluding taxes and airport and travel agent charges) is charged to the **cardholder's card** prior to commencing the **journey**; and
- (b) where the travel is for 14 consecutive days or less.

For the avoidance of doubt, **you** will not be eligible for cover under Interstate Flight Inconvenience Insurance if **your** travel is greater than 14 consecutive days.

If the **cardholder** is eligible for this insurance, the **cardholder's spouse** and **dependent children** are also eligible for this insurance provided:

- (a) the entire cost of the return **interstate flight** (excluding taxes and airport and travel agent charges) is charged to the **cardholder's card** prior to commencing the **journey**; and
- (b) the travel is for 14 consecutive days or less; and
- (c) they are travelling with the **cardholder** for the entire **journey**.

For the avoidance of doubt, **you** will not be eligible for cover under Interstate Flight Inconvenience Insurance if **your** travel is greater than 14 consecutive days.

## When does cover apply?

Cover applies from when **you** start **your journey**, which is the departure date of **your interstate flight** and includes **your** travel directly from **your** home in **Australia** to the airport shown on **your interstate flight**.

The **journey** ends when the first of the following occurs:

- (a) 14 days after the **journey** starts; or
- (b) when **you** return to the airport shown on **your interstate flight** and includes **your** travel directly from the airport to **your** home in **Australia**.

For the avoidance of doubt, **you** are only covered if **you** travel directly to **your** home from the airport where **you** landed in **Australia** and will not be covered for any divergence, delay or indirect route **you** elect to take.

## What is covered?

### 1. Personal belongings and business items

We cover **you** for the theft or loss of or damage to the following personal items and business items whilst on **your journey**:

- (a) baggage, clothing and personal valuables; and
- (b) portable electrical equipment, laptop computers and associated equipment/accessories, binoculars, cameras and associated equipment/accessories but we will not pay for scratched lenses or screens.

### 2. Luggage delay

If, after an **interstate flight**, **your** luggage is delayed, misdirected or temporarily misplaced by the airline for more than 12 hours and **you** obtain written confirmation from the airline as to the delay, misdirection or temporary misplacement, we will cover **you** for emergency replacement of essential clothing and toiletries charged to the **cardholder's card**.

### 3. Unexpected cancellation

We cover **you** for cancellation of travel arrangements charged to the **cardholder's card** (excluding business related travel) after **you** have obtained **your interstate flight** and up until the end of the **journey**, where the claim is not covered elsewhere in this policy and is for any of the following unexpected events:

- (a) **you**, **your travel companion** or a **relative** dies, is seriously **injured** or becomes seriously ill (subject to verification by written medical advice obtained by **you** from a qualified and registered medical practitioner);
- (b) **your** arranged travel is cancelled or delayed by the airline because of mechanical breakdown, riots, strikes, civil commotion (but not an **act of terrorism**), weather conditions or **natural disasters**;
- (c) a **natural disaster** either at **your** destination or at **your** or **your travel companion's** residence in **Australia**;
- (d) a **special event** has been cancelled or postponed for reasons beyond **your** control;
- (e) **you** or **your travel companion** are quarantined;
- (f) **your** or **your travel companion's** residence in **Australia** is totally destroyed;
- (g) **you** or **your travel companion** are subpoenaed to attend court in **Australia** (after having purchased **your** return **interstate flight** ticket) on a date falling during **your journey**;
- (h) **you** or **your travel companion** are retrenched (not including voluntary retrenchment or redundancy); or
- (i) **you** or **your travel companion** having to sit exams for studies either is undertaking.

### 4. Rental vehicle insurance excess

We cover **you** for reimbursement of any excess or deductible **you** become legally liable to pay whilst on **your journey** in respect of loss of or damage to a **rental vehicle** during the period of the rental, if **you** have:

- (a) taken comprehensive motor insurance against loss of or damage to the **rental vehicle** as part of the rental agreement;
- (b) complied with all requirements of the rental agency under the rental agreement and of the **rental vehicle** insurer; and
- (c) not violated any terms of the rental agreement of the **rental vehicle**.

### 5. Flight delay

#### 4 Hours or more

If departure of **your interstate flight** is delayed for four or more hours and no alternative transport is made available, we will cover **your** additional meal and refreshment expenses charged to the **cardholder's card** if **you** obtain written confirmation from the carrier confirming the length of delay.

#### 10 Hours or more

If departure of **your interstate flight** is delayed for ten or more hours and no alternative transport is made available, we will cover **your** additional meal and refreshment expenses charged to the **cardholder's card** if **you** obtain written confirmation from the carrier confirming the length of delay.



## 6. Missed Connection

If, due to the late arrival of **your** preceding flight **you** miss **your** connecting flight with no alternative flight within the next four hours, we will cover **your** additional meal and refreshment expenses charged to the **cardholder's card** if **you** obtain written confirmation from the carrier confirming the length of delay.

## 7. Funeral expenses

We cover **your funeral expenses** if **you** die as a result of **injuries** occurring whilst on a **journey**.

## What are the cover limits?

The table below sets out the maximum limits of what we will pay under each section.

Cover	What amount we will pay
Personal belongings and business items	\$750 for each item up to \$1,500
Luggage delay	\$150 per person up to \$450
Unexpected cancellation	\$3,000
Rental vehicle insurance excess	\$2,250
Flight delay	4 hours or more, \$80 per person up to \$300 10 hours or more, another \$80 per person up to \$300
Missed connection	4 hours or more, \$80 per person up to \$300
Funeral expenses	\$2,500 per person up to \$7,000

## Transit Accident Insurance

### Summary of cover

Transit Accident Insurance covers **you, your spouse** and/or **dependent children** for specific **injuries** sustained whilst on a **trip**, which has been paid for on **your card**.

Details of cover follow. Please also see below for the cover limits for this section.

### Who is eligible?

**Select Card, Signature Card** and **Platinum Card** cardholders, **spouses** and/or **dependent children** are eligible for Transit Accident Insurance if the entire payment for the **trip** was charged to the **cardholder's card** prior to the commencement of the **trip**.

If the **cardholder** is eligible for this insurance, **the cardholder's spouse** and **dependent children** are also eligible for this insurance provided:

- they are travelling with the **cardholder** on the entire **trip**; and
- the entire payment for their **trip** was charged to the **cardholder's card** prior to the commencement of the **trip**.

### When does the cover apply?

Transit Accident Insurance covers **you** for **injuries**, as outlined in the table below, when sustained as a direct result of an **accident** whilst on a **trip** and occurring within 12 months of the **accident**.

This also includes **accidents**:

- when boarding or alighting, being when **you** physically get on or off a **conveyance**, whilst on the **trip**; and
- whilst travelling as a passenger in a **conveyance** directly to or from any airport, coach depot, railway station or dock immediately before or after the scheduled **trip**.

### What is covered?

The following table sets out the amounts we will pay under this section.

Injury	Benefit amount for Select Cards, Signature Cards and Platinum Cards		
	Cardholder	Spouse	Dependent children
Loss of life	\$500,000	\$250,000	\$125,000
Loss of both hands or both feet	\$500,000	\$250,000	\$125,000
Loss of one hand and one foot	\$500,000	\$250,000	\$125,000
Loss of the entire sight in both eyes	\$500,000	\$250,000	\$125,000
Loss of the entire sight in one eye and loss of one hand or one foot	\$500,000	\$250,000	\$125,000
Loss of one hand or one foot	\$250,000	\$125,000	\$62,500
Loss of the entire one eye	\$250,000	\$125,000	\$62,500

**Injury** to hands and/or feet referred to above means severance through or above the wrist or ankle joint and, in relation to eye(s), means irrecoverable loss of sight.

If **you** sustain more than one **injury** from the one **accident**, we will only pay the Benefit Amount for the greater **injury**.

If **your** body has not been found within one year of the date of **your** disappearance arising out of an **accident** that is covered by this section, you will be presumed to have died as a result of **injury** caused by the **accident** at the time of **your** disappearance.

### What are the cover limits?

The most we will pay under this section from one **accident** (e.g. a bus crash) is **\$1,300,000** regardless of the number of persons in the **accident**.

This means that if as a result of one **accident** a number of **cardholders**, their **spouses** and/or **dependent children** were **injured**, we will pay each on a proportional basis (using the amounts in the table above) up to a total of **\$1,300,000**.

For example, if two **Platinum Card cardholders**, one **Platinum Card Spouse** and one **Select Card dependent child** lost their lives in the same bus crash, we would pay to each of their legal personal representatives benefits, calculated as follows:

Two **Platinum Card cardholders** - **\$1,000,000**

One **Platinum Card Spouse** - **\$250,000**

One **Select Card dependent child** - **\$125,000**

Total benefit amount: **\$1,375,000**

We take the total aggregate exposure (**\$1,300,000**) and divide it by the total benefit amount (**\$1,375,000**) to determine the percentage (94.5455%) to proportionally reduce.

In this case, the total benefits would work out to be:

Each **Platinum Card cardholder** - **\$472,727**

**Platinum Card Spouse** - **\$236,364**

**Select Card dependent child** - **\$118,182**

Total benefit amount: **\$1,300,000**

## Purchase Cover Insurance

### Summary of cover

Purchase Cover Insurance provides cover against theft, loss or damage to **covered products** that have been purchased on **your card**.

Details of the cover follow. Please also see below for the cover limits for this section.

### Who is eligible?

All **cardholders** are eligible for Purchase Cover Insurance for **covered products**:

- (a) purchased anywhere in the world; or
- (b) given as a gift to any permanent Australian resident,

provided the whole purchase price of the **covered products** is charged to the **cardholder's card**.

### When does cover apply?

Purchase Cover Insurance applies to **covered products** for 90 days after the date of purchase.

### What is covered?

We cover the **covered products** against theft, loss or damage anywhere in the world if **you** or the recipient of the **covered products** has already taken possession of them and **you** make a claim within 21 days of the theft, loss or damage.

### What are the cover limits?

We will pay the lesser of:

- (a) the actual amount which has been charged to the **cardholder's card** to purchase the **covered products**; or
- (b) **\$1,000** per claim for **Classic Cards** and **BP-Citibank MasterCard**, **\$3,000** for **Gold Cards** and **\$10,000** for **Select Cards, Signature Cards** and **Platinum Cards**) in respect of jewellery, watches and fine arts.

The most we will pay is a maximum of **\$50,000** for **Classic Cards** and **BP-Citibank MasterCard**, **\$125,000** for **Gold Cards** and **\$200,000** for **Select Cards, Signature Cards** and **Platinum Cards** in any 12 month period in respect of any one **card**.

## Guaranteed Pricing Scheme

### Summary of cover

Guaranteed Pricing Scheme reimburses **you** for the difference in price, up to **\$500**, between a **covered product** **you** have purchased on **your card** and the same **covered product** advertised in a store catalogue.

Details of the cover follow. Please also see below for the cover limits for this section.

## Who is eligible?

All **cardholders** are eligible for Guaranteed Pricing Scheme when the whole purchase price of a **covered product** is charged to the **cardholder's card** and the price difference is more than **\$75**.

## What is covered?

We cover **you** for the difference in price, up to **\$500**, between the price of a **covered product** and the purchase price of the same item advertised in a store catalogue that is produced after **you** purchase the **covered product**, provided that:

- the cheaper **covered product** is new, the same model number and year and produced by the same manufacturer as the **covered product** purchased;
- the cheaper **covered product** is available from a store within a 25 kilometre radius of the store where **you** purchased the **covered product**; and
- you** make a claim under this cover no later than 60 days after the purchase of **your covered product** and provide to us the store- catalogue advertising the cheaper **covered product**.

## What are the cover limits?

This cover section does not apply to **covered products** purchased or advertised exclusively on the internet.

## Extended Warranty Insurance

### Summary of cover

Extended Warranty Insurance covers **you** for the cost of repairing or replacing **covered products** that have been purchased on an eligible **card**, in the event that the product fails or breaks down.

Details of the cover follow. Please also see below for the cover limits for this section.

### Who is eligible?

**Select Card, Signature Card** and **Platinum Card cardholders** are eligible for Extended Warranty Insurance when the whole purchase price of the **covered products** is charged to the **cardholder's card**. This extended warranty insurance is not transferable.

### What is covered?

We cover **you** for the cost to repair or replace **covered products** that suffer a **covered breakdown** after the **registered warranty** period has expired, provided **you**:

- take all reasonable care to protect and/or maintain the **covered products**;
- obtain our approval before starting any repairs or replacement of any **covered products** that have suffered a **covered breakdown**; and
- keep the **covered products** or relevant parts of them so we can inspect them.

### When does cover apply?

Extended Warranty Insurance starts from the date the **registered warranty** expires and applies for the same period as the **registered warranty** for up to a maximum of 12 months; however there is no cover if the **registered warranty** exceeds five years.

The table below sets out examples of how extended warranty periods apply.

Registered warranty period	Extended warranty period
7 days	7 days
14 days	14 days
1 month	1 month
6 months	6 months
1 to 5 years	1 year
Over 5 years	No cover

### What are the cover limits?

We will pay up to the purchase price of the **covered products** as charged to the **cardholder's card**.

The most we will pay is a maximum of **\$20,000** in any 12 month period in respect of any one **card**.

## How to make a Claim

### 1. Contacting us

Please do not contact **Citibank** to make a claim as they are not involved in processing claims.

If **you** want to make a claim whilst **overseas** **you** must:

- phone Zurich Assist as soon as possible via a reverse charges call to Australia +61 2 9995 2021; and
- provide Zurich Assist with copies of **your overseas** travel and flight itinerary, **your** credit card statement and other documents which will confirm **your** eligibility for cover.

If **you** want to make a claim whilst in **Australia** or when **your journey** ends, **you** must contact us on 1800 648 093 within 30 days of **your journey** ending (even if **you** previously reported the matter to Zurich Assist) or if **you** are already home within 30 days of learning of any loss, damage, **injury** or breakdown that may result in a claim.

If **you** fail to contact us within the specified times, we may refuse to pay **your** claim.

## 2. Reporting stolen, lost or wilfully damaged items

If **your** belongings are stolen, lost or wilfully damaged, **you** must make a report to the police or to the nearest government agency or authority within 24 hours of learning of the theft, loss or damage. The report must list and describe the missing or damaged items and **you** must obtain a copy of that report.

## 3. Documentation

Where necessary, we may require **you** to complete a written loss report which **you** must return to us within 30 days after **you** receive it.

Depending on the cover **you** are claiming under, we may also require further documentation or material in support of **your** claim. This may include (but is not limited to):

- medical reports;
- doctors' certificates;
- credit card statements,
- letters from carriers about delay or damage to **your** belongings;
- itineraries;
- information about cancelled travel arrangements and accommodation;
- proof of **special events**;
- police reports;
- damaged items;
- receipts;
- proof of ownership;
- valuations;
- quotations;
- store catalogue advertisement;
- **registered warranties**; and
- certified translations.

If **you** fail to complete the loss report or provide us with the documentation we require, we may refuse to pay **your** claim.

## 4. Family claims

If a family is travelling together, only one person can claim the benefits payable to the **cardholder**. The other members may claim as a **spouse** and/or **dependent children**.

## 5. Assisting us with claims

In certain circumstances, we may have the right to sue others in **your** name to recover money payable under this policy. If this occurs, **you** must assist us and act in an honest and truthful way.

When making a claim **you** must tell us about any other insurance under which **you** are or might be able to claim. If **you** can claim from another insurer and we also pay **you** in respect of the same insured event, then **you** must refund to us the amount we paid if they also pay **you**. **You** cannot claim from us and from the other insurer to obtain an aggregate amount that exceeds **your** loss.

If **you** or anyone acting on **your** behalf makes a fraudulent claim under this insurance, then no payment will be made for that claim. Also, we will inform **Citibank** of the situation and **you** may no longer be eligible for any of the covers in this booklet.

## 6. Repairing or replacing damaged belongings

If an item is lost, stolen or damaged, we may choose to repair, replace or pay **you** for it after making allowance for depreciation and wear and tear.

Where the item is part of a pair or set, we will only pay the value of the particular part or parts lost, stolen or damaged regardless of any special value that the item may have by way of being part of such pair or set.

We will not pay **you** more than it originally cost **you** to buy the item.

## Complaints

If **you** have a complaint about the covers or about the service **you** have received from us, including the settlement of a claim, **you** can call us on 132 687.

We will respond to **your** complaint within 15 working days provided we have all necessary information and have completed any investigation required. If more information or investigation is required, we will agree reasonable alternative timeframes with **you**.

If **you** are unhappy with our response or cannot agree on reasonable alternative timeframes with us, the complaint will be registered as a dispute and it will be reviewed by our internal dispute resolution process which is free of charge.

We will respond to the dispute within 15 working days provided we have all necessary information and have completed any investigation required. If more information or investigation is required, we will agree reasonable alternative timeframes with **you**.

We will keep **you** informed of the progress at least every 10 working days and give a final response in writing.

If **you** are unhappy with our response or cannot agree on reasonable alternative timeframes with us, **you** can refer the matter to the external disputes resolution scheme of which we are a member. This scheme is administered by the Financial Ombudsman Service (FOS). This is a free service provided by an independent body. **You** must contact FOS within two years of receiving our final decision. **You** are not bound by the decision made by FOS but we are bound to act immediately on FOS's decision.

Brochures outlining the operations of FOS are available from both Zurich and the Insurance Council of Australia in each State or Territory.

FOS can be contacted as follows:

The Financial Ombudsman Service

Phone: 1300 78 08 08 between 9am - 5pm AEST

Fax: (03) 96136399

Post: GPO Box 3, Melbourne, Victoria 3001

Website: [www.fos.org.au](http://www.fos.org.au)

Email: [info@fos.org.au](mailto:info@fos.org.au)

## Privacy and General Insurance Code of Practice

### Privacy

Zurich collects personal information about **you** to assess claims or to assess an application for cover for a **pre-existing medical condition**. If **you** do not provide the requested information, the assessment of a **pre-existing medical condition** cannot be considered, a claim may be delayed or we may not accept a claim.

We will, in relevant cases, give personal information (other than sensitive information such as health information) to **Citibank**, its service providers and business partners so that they can monitor the claims service we provide, to prevent fraud and to ensure eligibility for cover.

We may also give personal information including sensitive information, such as health information, to **Citibank** or our service providers (including medical practitioners, other health professionals, reinsurers, legal representatives and loss adjusters).

By providing personal details, **you** agree to those organisations collecting and disclosing personal and sensitive information for the purposes listed above.

We may also be allowed or required by law to disclose personal information about **you**, for example under Court orders or Statutory Notices pursuant to taxation or social security laws.

Usually, on request, we will give **you** access to personal information held about **you**.

In some circumstances, we may charge a fee for giving this access which will vary but will be based on the costs to locate the information and the form of access required.

A list of the type of service providers and business partners we commonly use is available on request or from our website [www.zurich.com.au](http://www.zurich.com.au) (click on the Privacy link on the homepage).

If **you** would like to find out more about our privacy policies, **you** may contact us by telephone from anywhere in Australia on 132 687 or email to [Privacy.Officer@zurich.com.au](mailto:Privacy.Officer@zurich.com.au) or in writing at:

The Privacy Officer

Zurich Australian Insurance Limited

PO Box 677

North Sydney NSW 2059

### General Insurance Code of Practice

As a member of the Insurance Council of Australia Limited, we subscribe to the General Insurance Code of Practice.

The purpose of the Code is to raise the standards of practice and service in the general insurance industry.

The Code aims to:

- constantly improve claims handling in an efficient, honest and fair manner;
- build and maintain community faith and trust in the financial integrity of the insurance industry; and
- provide helpful community information and education about general insurance.

In the event of an emergency overseas please call Zurich (reverse charge) on

+61 2 9995 2021

or to make a claim in Australia phone

**1800 648 093**

OR

For more information on your Citibank credit card or for Citibank Online,  
go to **[www.citibank.com.au](http://www.citibank.com.au)**

