

# Notice of changes to Your Coles Mastercard Terms and Conditions and Other Important Information and Coles Mastercard Rewards Terms and Conditions

This Notice is to You to let You know about some changes to Your Coles Mastercard Terms and Conditions and Other Important Information (**Terms and Conditions**) and Your Coles Mastercard Rewards Terms and Conditions (**Rewards Terms and Conditions**). You do not need to do anything, however it is important that You read this notice carefully and retain it for Your records.

These changes form part of, and must be read in conjunction with Your existing Terms and Conditions and Your Rewards Terms and Conditions. These changes are effective on the dates set out below.

## Interpretation of this Notice

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

## Changes to Your Terms and Conditions effective 1 November 2018

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

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

Changes apply to following sections:

- **Part A: Coles Mastercard Terms and Conditions**

### Section 10 – Solving Problems

#### *Error/dispute resolution*

#### **Remove:**

*Financial Ombudsman Service  
Limited at:*

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

#### **Replace with:**

*Australian Financial Complaints  
Authority (AFCA):*

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

- **Part C: Credit Guide**

### Section 3 – Alternate dispute resolution paths

#### *The Credit Provider's Customer Advocate and How to contact FOS*

#### **Remove:**

*The Financial Ombudsman  
Service (FOS)*

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

#### **Replace with:**

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

- **Part D: Information Statement**

**Things You should know about Your proposed credit contract**

**Remove:**

*Your credit provider's external dispute resolution scheme*

**Replace with:**

*the AFCA scheme*

**The Contract**

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

**Remove:**

*Your credit provider's external dispute resolution scheme*

*External dispute resolution is*

*Your credit provider's external dispute resolution provider is Financial Ombudsman Service Limited.*

*Website: [fos.org.au](http://fos.org.au)*

*Phone: 1800 367 287*

**Replace with:**

*the AFCA scheme*

*The AFCA scheme is*

*The AFCA scheme can be contacted at 1800 931 678 (free call), [info@afca.org.au](mailto:info@afca.org.au), [www.afca.org.au](http://www.afca.org.au) and by writing to GPO Box 3, Melbourne VIC 3001.*

**General**

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

**Remove:**

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

**Replace with:**

*AFCA scheme*

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

**Remove:**

*the credit provider's external dispute resolution scheme*

**Replace with:**

*the AFCA scheme*

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

### Remove:

YOUR CREDIT PROVIDER'S  
EXTERNAL DISPUTE RESOLUTION  
SCHEME

EXTERNAL DISPUTE RESOLUTION  
IS

YOUR CREDIT PROVIDER'S  
EXTERNAL DISPUTE RESOLUTION  
PROVIDER IS THE FINANCIAL  
OMBUDSMAN SERVICE  
LIMITED AND CAN BE  
CONTACTED AT GPO BOX 3,  
MELBOURNE VIC 3001 OR  
BY CALLING 1800 367 287  
OR VISITING FOS.ORG.AU

### Replace with:

THE AFCA SCHEME

THE AFCA SCHEME IS

THE AFCA SCHEME CAN BE  
CONTACTED AT 1800 931 678  
(FREE CALL), INFO@AFCA.ORG.  
AU, WWW.AFCA.ORG.AU AND  
BY WRITING TO GPO BOX 3,  
MELBOURNE VIC 3001.

## Changes to Your Terms and Conditions effective 27 December 2018

### Changes applying to the section titled *Part A: Coles Mastercard Terms and Conditions*

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

#### ***Credit Limits and other Limits***

We are inserting a new clause which gives You an entitlement to request a reduction in Your Credit Limit by contacting Us, including through internet banking.

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

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

- **Section 5 – Special promotions**

#### ***Fixed Payment Options***

The way We calculate interest has now changed. As such, if You do not pay the Monthly Instalment by the Payment Due Date We will now charge interest on that Monthly Instalment at the non-promotional rate from the day after the Payment Due Date.

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

*that Monthly Instalment will, from the day after the Payment Due Date, be charged interest at the non-promotional rate; and*

- **Section 6 – Statements and other notices**

**Statement of Account**

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

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

- **Section 7 – Default, suspension and closure**

**When You can close Your Account and cancel any Payment Facility**

You are currently entitled to request that We close Your Account, however We are amending the clause to make it clearer that You can request that Your Account be closed and Your credit contract be terminated. You are able to do this by contacting Us, including through internet banking.

Accordingly, We have made the following changes:

The heading **When You can close Your Account and cancel any Payment Facility** is deleted and replaced with “**When You can cancel any Payment Facility, close Your Account and terminate Your credit contract**”.

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

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

*We will process the request to close Your Account as soon as is practicable, once the balance of Your Account is zero.*

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

After the paragraph which starts “If You wish to close Your Account”, the following paragraph is added:

*We will tell You if there is anything else You need to do for Us to complete Your request.*

- **Section 8 – Interest charges**

- Interest free period***

- The way We calculate interest has now changed. As such, the heading ***Interest free period*** and everything which follows after it has been deleted and replaced with the following paragraphs. However, the previous terms continue to cover how interest on the Retail Purchase Balance will be calculated for days up to and including 26 December 2018. You will have an interest free period starting on 27 December 2018 if on the last Payment Due Date up to 26 December 2018 You paid the Closing Balance from the last statement of Account (excluding any Fixed Payment Option balance not due for payment by that Payment Due Date):

- Interest free period***

- An interest free period may apply to the Retail Purchase Balance.*

- An interest free period starts on the day Your Account opens.*

- Once an interest free period starts, it continues until You fail to pay by a Payment Due Date the Closing Balance from the last statement of Account (excluding any Fixed Payment Option balance which isn't due for payment by that Payment Due Date). The daily interest calculation will commence the day after that Payment Due Date.*

- Another interest free period will commence when You pay the Closing Balance from a statement of Account by the Payment Due Date on that statement (excluding any Fixed Payment Option balance which isn't due for payment by that Payment Due Date). The next interest free period starts on the day You pay that Closing Balance.*

- **Section 15 – BPAY**

- Information You must give Us***

- We are replacing the reference to “Account” in the second bullet point with the word “Card”, such that You need to give Us the details of the Card from which You wish to make the BPAY payment. The second bullet point now reads as follows:

- *the Card from which You which to make the payment; and*

- **Section 17 – Dictionary Interpretation**

- Definitions***

- The definition for ***Retail Purchase Balance*** has been amended to delete the reference to “overlimit fee”, as this fee is not charged, and the definition is now as follows:

- Retail Purchase Balance** means the outstanding balance of all purchases (not including Cash Advances, Special Promotions, or Balance Transfers as determined by Us in Our discretion), together with any related interest and fees, and any interest or fees which are not related to a specific balance type (e.g. annual fee and interest on it).*

## Changes applying to the section titled **Part B: Privacy**

- **Paragraph 6 – Exchange of information with Credit Reporting Bodies (CRB) and Other Information Services and Paragraph 10 – Your Marketing Communications Preferences**

Paragraphs 6 and 10 reference “Coles Card” when they should reference “Account”. Accordingly anywhere the words “Coles Card” appears in paragraphs 6 and 10, “Coles Card” is deleted and replaced with “Account”. Additionally, anywhere the word “account” appears in paragraph 6, “account” is deleted and replaced with “Account”.

## Changes applying to the section titled **Part D: Information Statement**

- **Paragraph 2**

We are inserting a sub-heading at the start of the paragraph numbered 2 in the section under the heading “The Contract” as follows:

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

- **Paragraph 14 – What do I do if I cannot make a repayment?**

We are amending the formatting in this section. Accordingly, the paragraph now reads as follows:

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

## Changes to Your Rewards Terms and Conditions effective 27 December 2018

- **Section 3 – Earning flybuys Points**

### **Clause 3.3**

The table in clause 3.3 does not correctly set out the name of the products. Accordingly, We have made the changes set out below:

#### **Remove:**

*Coles Platinum Rewards Mastercard*

*Coles Platinum No Annual Fee Mastercard*

*Coles Platinum Low Rate Mastercard*

#### **Add or Replace with:**

*Coles Platinum Mastercard*

*Coles Rewards Platinum Mastercard*

*Coles No Annual Fee Platinum Mastercard*

*Coles Low Rate Platinum Mastercard*

**coles** Mastercard®

Mastercard is a registered trademark and the circles design is a trademark of Mastercard International Incorporated.

Coles unsecured credit products are issued by Citigroup Pty Limited ABN 88 004 325 080 AFSL No. 238098 Australian credit licence 238098 and distributed by Coles Supermarkets Australia Pty Ltd ABN 45 004 189 708.

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