

# **Coles Personal Loans Unsecured Credit Terms and Conditions and Other Important Information**

This booklet includes Your Terms and Conditions, Privacy Notice, Credit Guide, Information Statement

This document is important. It sets out Our and Your rights and obligations regarding Your Account. Please keep it to refer to when You need it. It is important that You and anyone who will operate Your Account read and understand these Terms and Conditions.

Contact Us immediately if You suspect lost or stolen cards, compromised Security Codes (including PINs and TPINs), unauthorised or disputed transactions or any other security breach. Please see section 12 of Part A of this booklet for reporting requirements.

Contacting Us quickly stops You being liable for some types of transactions (see section 12 and, section 14) and means We may ask for a Chargeback of a transaction where that right exists (see section 10 for reporting requirements). The ability to dispute a transaction may be lost if it is not reported within the timeframes We specify or describe. Time limitations may not apply in circumstances where the ePayments Code applies.

If You are experiencing financial difficulty, please contact Us as soon as possible for further information.

Please contact Us if You have questions about these Terms and Conditions or Your Account.

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Some words used in these Terms and Conditions have defined meanings, and You can find them in the Dictionary – see page 21.

## PART A: UNSECURED CREDIT TERMS AND CONDITIONS

### 1 Getting started with Your contract

You must activate Your Account by calling Us or using internet banking before it is used. When You first use your Account or activate Your Account, You agree to be bound by the terms of Your credit contract. No one can use the Account before it is activated. Any Special Promotion will not be activated until Your Account is activated.

This document is one of several forming the pre-contractual statement. It does not contain all pre-contractual information We give You under the National Credit Code. Your credit contract is made up of:

- the pre-contractual statement document which includes the Financial Table setting out financial information;
- Part A (Unsecured Credit Terms and Conditions); and
- any changes that You agree to (for example, a Special Promotion) or We notify to You (see section 11).

### 2 Use of Cards and the Account

#### Using the Account

You can use Your Account in the following key ways:

<b>Make payments to others</b>	<ul style="list-style-type: none"><li>• Pay using a Card with retailers in store or online or arrange for a Balance Transfer (if available);</li><li>• Pay bills through BPAY® using telephone banking or internet banking;</li><li>• Transfer money to any other Australian bank account or by a Telegraphic Transfer using telephone banking or internet banking;</li><li>• Set up Periodic Payments, Direct Debits and Recurring Card Instructions.</li></ul>
<b>Get cash</b>	<ul style="list-style-type: none"><li>• Use a Card at an ATM or at some stores through EFTPOS.</li></ul>
<b>Get information</b>	<ul style="list-style-type: none"><li>• Get information using telephone banking or internet banking.</li></ul>

Subject to these conditions You are responsible for all transactions on Your Account, and any losses We incur in connection with them.

#### Credit limits and other limits

You can use the Account up to the Credit Limit. We can reduce Your Credit Limit at any time and, if We do, We will notify You in writing.

We may authorise transactions that exceed Your Available Credit limit, but We do not have to. You may request that transactions which would exceed Your Credit Limit be rejected, but please note that We are unable to reject certain transactions, for example because of Network rules or systems constraints (e.g. Recurring Card Instructions).

If You exceed Your Credit Limit for any reason any Overlimit Amount must be repaid immediately.

Daily, weekly and other maximum limits may also apply to cards or to the Account, either generally, or for particular types of transactions.

There is also an Australian dollar \$10,000 daily limit (or as We otherwise notify) for funds transferred out of the Account using internet banking and/or telephone banking. We are not obliged to authorise any transaction that exceeds any applicable limit.

## Limits on use

You must not, or won't be able to, transact:

- at retailers or ATMs who choose not to accept cards for that type of transaction;
- with a merchant in which You have an ownership interest (unless it is publicly listed);
- with a Card after it expires, is suspended or cancelled;
- for business purposes ;
- for the purpose of gambling or in connection with unlawful activities; and
- to invest in shares or other financial products.

We may decide not to process any transaction if We have reasonable grounds, including if We reasonably suspect a potential breach of these conditions or of any law. However, We cannot detect and prevent all fraud on Your Account.

A Card or Security Code must not be used by anyone except You.

## Altering or stopping a payment

You can stop or alter payments as follows:

Payment type	Stop or alter?	By contacting who before the payment is processed
Periodic Payments	Stop or alter	By contacting Us using telephone banking or internet banking.
Direct Debits	Stop	By contacting Us using telephone banking or internet banking (but it will stop all payments under the Direct Debit instruction from that merchant, not just a one off payment).
Recurring Card instructions	Stop	Only by contacting the merchant.
Other (BPAY®, Card payments)	No	These cannot be stopped or altered.

## 3 International transactions

### Use outside Australia

Making payments and the use of a card, internet banking and telephone banking outside Australia is subject to Australian, USA, local and other applicable legal requirements. This means that making payments and using those facilities outside Australia may not be possible or You may be subject to limits (e.g. a maximum amount).

### Card transactions

You will be charged in Australian dollars for purchases and Cash Advances made in other currencies. In some cases these transactions may be first converted to United States dollars and Your Account will be charged with the Australian dollar amount net of fees and charges.

Conversion rates are based on rates set by the relevant Card scheme in accordance with its rules.

Fees and charges are set out in Your Financial Table and include an "International Transaction Fee". Additional fees are also charged by the relevant Card scheme.

## Transfer of money

A transaction made not using a card, which involves a transfer of money outside Australia, will normally (but not always) be converted into foreign currency and transferred on the day You request the transfer by any manner We deem appropriate (including using correspondents and agents).

If payment is expressed in a currency other than that of the country where funds are being sent, usually the funds will nevertheless be payable to the payee in the currency of that country. Conversion rates are based on the prevailing retail selling rate applicable to the specified type of transfer of funds.

If a transfer fails, You may be required to sign a letter of indemnity before We will attempt another transfer.

If You ask Us to cancel an instruction to transfer funds overseas after funds are converted but before the funds are sent to the recipient, a refund will be calculated at Our retail buying rate applicable to the transaction type on the date the refund is made, less Our expenses and those of Our correspondent or agent.

You may be required to agree to pay Our commission stamp duty and all other charges, obligations and liabilities imposed by Us or anyone in connection with the transfer. We will notify You of these amounts.

We may withhold a transfer until all cheques and other credits are cleared.

## Conversion differences

Because of the various conversion 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. Similarly, if You receive a refund of a foreign currency transaction, the Australian dollar amount of that refund might differ from the amount of the original transaction.

## 4 Payments

### Paying the Account

You must pay in Australian dollars the Minimum Payment Due by each Payment Due Date and any Overdue Amounts and Overlimit Amounts immediately. Your statement tells You how to pay Us.

You must pay all amounts owing under this contract without setting off amounts You believe We owe You (except where You have a right of set off that You cannot legally agree to give up).

We credit payments as soon as reasonably practicable and that may be delayed if the payment is not clear funds (e.g. cheques), if We receive it after 4pm AEST or on a non-Business Day. If We are not sure which of Your accounts it is intended for We may choose to credit it to any of Your accounts if that is the case.

### Application of payments

We will apply payments to Your Account in the following order, considering the transactions and credit plans outstanding on Your Account:

1. Monthly instalments due in the current Statement Period;
2. Any expenses incurred enforcing these conditions;
3. Annual fees;
4. Interest charges in order from the portion of the Closing Balance which attracts the lowest interest rate to the portion which attracts the highest interest rate;
5. Any late payment fee (see the Financial Table);
6. Special Promotions; if more than one Special Promotion applies to the Account, repayment will be applied first to the plan with the

lowest APR, then to the plan with the next lowest APR, and so on, in ascending order. If the same APR applies to two Special Promotion plans, payment will first be applied to the plan having the earlier commencement date. Upon expiry of any Special Promotion plan any remaining balance will revert to the APR for Cash Advances and payments will be allocated in the order of Cash Advance transactions;

7. Non Special Promotion purchases that have already appeared on a statement in the order they appeared;
8. Cash Advances that have already appeared on a statement in the order they appeared;
9. All other fees and charges (whether they have appeared on the statement or not) in order from oldest to newest;
10. Special Promotions that have not yet appeared on a statement; if more than one Special Promotion applies to the Account that has not yet appeared on a statement, repayment will be applied first to the plan with the lowest APR, then to the plan with the next lowest APR, and so on, in ascending order. If the same APR applies to two Special Promotion plans, payment will first be applied to the plan that was first posted to Your Account.
11. Non Special Promotion purchases that have not yet appeared on a statement in order from oldest to newest; and
12. Cash Advances that have not yet appeared on a statement in order from oldest to newest.

## 5 Special Promotions

We may offer a Special Promotion on any terms and conditions that We determine which, to the extent required, will operate as a variation to these terms and conditions.

We may from time to time offer Points as part of a Special Promotion. If We do so, you must be a flybuys member or if the Special Promotion terms and conditions allow, become a flybuys member in order to be eligible for Us to transfer the Points to be credited to Your flybuys membership account. These Points are only able to be transferred to a flybuys membership account in Your name. These Points cannot be transferred to any other points earning program. If you are not a flybuys member at the time or if the Special Promotion terms and conditions allow, become a flybuys member when We offer the Special Promotion, You will not be eligible to obtain receive any of the Points offered under the Special Promotion.

Once credited to Your flybuys membership account, the flybuys Points are subject to the flybuys membership Terms and Conditions, as amended from time to time and available at flybuys.com.au.

Only You can redeem Your flybuys Points in accordance with the flybuys Terms and Conditions available at flybuys.com.au. Citibank is not responsible for rewards you redeem under the flybuys program, any death or injury, loss or consequential loss or damage from a reward, or the loss, theft or destruction of a reward. Further, Citibank gives no warranty (whether express or implied) whatsoever with respect to any rewards provided under the flybuys program.

## Fixed Payment Options

A Fixed Payment Option is a Special Promotion with the following additional terms and conditions:

- Your Available Credit will be reduced by the amount attributable to the Fixed Payment Option;
- an establishment fee or early termination fee may apply;
- while it continues, the Fixed Payment Option may have a different Annual Percentage Rate (APR) than the standard APR that would have otherwise applied to the Fixed Payment Option amount, or

to the rest of Your Account. The APR(s) otherwise applicable to Your Account will continue to apply to all other transactions and other amounts debited to Your Account;

- during each Statement Period You will be required to pay a Monthly Instalment, which will include principal and interest charges payable in connection with the Fixed Payment Option and will be part of the Minimum Payment Due. If You fail to pay the Monthly Instalment (this requires You to pay the Minimum Payment Due plus any Overdue Amount) by the Payment Due Date then:
  - that Monthly Instalment will, from the Payment Due Date, be charged interest at the non-promotional rate; and
  - We may cancel any Fixed Payment Option, in which case, any outstanding balance of the Fixed Payment Option will revert to the standard APR;
- You cannot transfer any part of the outstanding balance of Your Account to the Fixed Payment Option except as part of Special Promotion; and
- if You make a payment which exceeds the Minimum Payment Due plus any Overdue Amount, the excess amount will be applied to pay the balance of Your Account (excluding the outstanding balance of the Fixed Payment Option). We may (but are not obliged to) apply any further excess to pay the balance of Your Fixed Payment Option.

## 6 Statements and other notices

### Statement of Account

We will generally send You a statement each month unless the law does not require Us to, such as if You have no outstanding balance on Your Account and no transactions have been posted to Your Account during the Statement Period. We will send You a statement at least every 6 months, and You may request them more frequently.

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.

### Electronic information

We will give notices to You by post or, if You agree, by any electronic means (including fax, email, SMS or any other manner permitted by law). If You enrol to receive information (including statements) electronically:

- a. We may not send such notices in paper form; and
- b. You should check electronic communications regularly; and
- c. You may withdraw consent to receive notices in electronic means at any time by contacting Us.

You may contact telephone banking at any time to ask for statements and other notices that We are required to give You by mail. You may ask for a paper copy of any information that We have previously provided to You within 7 years of the date of the original communication.

## 7 Default, suspension and closure

### Default

Your Account will be in default:

- if You fail to pay an amount due by its due date; or
- if We reasonably believe that:
  - there has been fraud or misrepresentation in relation to the approval or operation of Your Account; or
  - You have breached any of these conditions.



## Consequences of default

If Your Account is in default We may take some or all of the following actions:

- close, cancel or suspend Your Account or any Card or refuse to authorise any transaction;
- give notice of cancellation, suspension or refusal to any merchant;
- require You to pay all or part of the outstanding balance of Your Account;
- combine Your Account with any or all of Your other Account(s) with us, including combining Your Account with a secured credit facility that You hold with Us (the consequence is that one balance remains and if that is a debit balance, You will remain liable to Us for that amount); and
- set off balances or parts of balances in Your Account against money that We owe You such as deposits that We hold (the consequence is that amounts that We owe to each other are reduced by the same amount).

In most circumstances, We will first give You notice stating that Your Account is in default and specifying how and when You must remedy the default. If You do not remedy the default before expiry of the specified time, or if there is a default that cannot be corrected, then We may take appropriate action depending on the seriousness of the default. However, if the law allows Us to take action without notice then We can do so.

If We do not give You advance notice, We will advise You of the action We have taken as soon as possible.

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

You may close Your Account or cancel any Payment Facility by contacting us. If You do this We will take reasonable steps to promptly stop future transactions on the Account or Payment Facility, however please note We are unable to reject some transactions, such as Recurring Card Instructions.

If You close Your Account, Your credit contract will end 30 days after the date You ask Us to close Your Account, providing the balance of the Account is zero. At any time during those 30 days, You may ask Us to reactivate Your Account and, if We agree, Your credit contract will continue as if You had never made the request to close.

If You wish to close Your Account You are required to:

- pay the outstanding balance of Your Account after the last transaction You authorised is charged to Your Account including all interest charges, fees, charges and expenses; and
- You cancel all Direct Debits and Recurring Card Instructions with merchants; and

You remain responsible for all amounts withdrawn from Your credit Account. You must notify creditors accordingly to change Your Direct Debit or Recurring Card Instruction details. We assume no responsibility for return fees and charges.

## When We can close, cancel or suspend Your Account or any Payment Facility

We may, acting reasonably, close Your Account at any time with 30 days prior notice.

We may close, cancel or suspend Your Account or any Payment Facility at any time where:

- Your Account is in default;

- Your Account has not been used or has a credit balance for a prolonged period;
- if We do not have all the identification information We need;
- We reasonably believe that by allowing the Account to remain open it may materially detriment Our reputation;
- We reasonably believe that by allowing the Account or Payment Facility to remain open, it may cause You or Us loss, or to breach any law or code of conduct or any terms of this loan contract; or
- a Card, Security Code, Identifier or a process intended to prevent Unauthorised Transactions has been compromised.

Where We close, cancel or suspend Your Account because Your Account is in default because of overdue payments, or has a credit balance for a prolonged period, We will usually give You notice before We close, cancel or suspend Your Account.

We may not always give notice before We take the action. For example, We may at any time suspend Your right to participate in the BPAY® Scheme and will do so without notice if We suspect You 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.

If We do not give You notice before We take the action, We will notify You as soon as possible afterwards. In relation to suspension of a Payment Facility, We will promptly reverse the action when the circumstances that caused Us to take the action no longer apply.

If We close Your Account, Your credit contract will end when the balance of the Account is zero.

### **Consequences of closing or suspending an Account**

If Your Account:

- has a credit balance and We have closed Your Account, any credit balance at the date of closure which is less than Our reasonable costs of closing your Account (currently \$5) will not be returned to You. If the balance of your Account is more than our reasonable costs of closing your Account (currently \$5) in cleared funds at the date of closure, We will return the Account balance to You; and
- if it has a debit balance and has been closed or suspended, You must continue to pay Us amounts due until You pay the full outstanding balance, including any further transactions that You are liable for. Interest, fees, charges and expenses will accrue until that time.

Closure, cancellation or suspension of Your Account or any Card does not affect any obligations that arose before or after the closure, cancellation or suspension.

## **8 Interest charges**

You must pay interest on everything charged to Your Account. Interest is charged monthly at the end of each Statement Period.

We calculate interest for each balance type at its applicable APR for each Statement Period.

The APR that applies to each balance type (e.g. a Special Promotion) also applies to related fees and interest. The Retail APR applies to Retail Purchase Balance. To calculate that interest, We multiply the applicable daily percentage rate

by the daily unpaid balance of its balance type (including related fees and interest) for each day of that Statement Period, and then add those amounts together. The daily percentage rate is the applicable APR divided by 365.

## 9 Fees and other charges You must pay

Subject to any law that limits Our right to do so, We will charge Your Account with:

- fees and charges applicable to Your Account;
- government taxes, duties or charges that relate to Your Account or its operation;
- any amount (or the Australian dollar equivalent) that any other person charges in connection with Your use of the Account, such as ATM access fees; and
- any expenses We reasonably incur enforcing these conditions against You.

## 10 Solving problems

### Refunds

We will give You a refund:

- as set out in these 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 count towards Your next monthly repayment obligations.

### Error/dispute resolution

You must tell Us promptly if You have a complaint or believe that an error has occurred on the Account. A complaint can be lodged using telephone banking, using internet banking or writing to Us at the address on the back cover of these conditions.

We will investigate Your complaint and try to resolve it quickly and fairly. If You are not satisfied with the result of Your complaint, You can escalate Your complaint to Our Customer Relationship Unit.

If You are not satisfied with Our response, You may lodge a complaint:

- with the Financial Ombudsman Service Australia **if lodged before 1 November 2018:**

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

Email: [info@fos.org.au](mailto:info@fos.org.au)

Telephone: 1800 367 287

In writing to: Financial Ombudsman Service Limited  
GPO Box 3, Melbourne VIC 3001; or

- with the Australian Financial Complaints Authority or AFCA, **if lodged on or after 1 November 2018:**

Website: [www.afca.org.au](http://www.afca.org.au)

Email: [info@afca.org.au](mailto:info@afca.org.au)

Telephone: 1800 931 678

In writing to: Australian Financial Complaints Authority  
GPO Box 3, Melbourne VIC 3001

You should first consider referring any complaints about a transaction amount to the merchant or institution concerned.

### Chargebacks

If You have a problem with goods or services and the relevant transaction was processed through a Network You may have rights under the applicable Network rules to Chargeback the transaction. We will pursue the Chargeback on Your behalf and the result will be governed by the Network's Chargeback rules. You must:

- first attempt to resolve the issue with the merchant;
- otherwise notify Us of the problem immediately; and

- comply with any reasonable request We make for further information in any form (including providing Us with a statutory declaration).

If You delay notifying Us of the dispute it may affect Our ability to pursue the Chargeback on Your behalf. Please note that if You use Your Account to make a BPAY® payment, You cannot claim a Chargeback. BPAY® only allows refunds of mistaken, unauthorised or fraudulent payments.

Except as otherwise set out by law We are not otherwise responsible for any disputes between You and a merchant.

## 11 Changes

We may change the terms and conditions applicable to Your Account, including changing any condition, the APR and fees and charges. A change to Your APR will change Your Monthly Instalment. A change binds You.

We may tell You about a change by writing to You at Your last known address or in other ways allowed by applicable laws or industry codes (e.g. in some cases by press advertisement). Changes to some government fees may be advertised by government rather than Us. The following notice periods apply:

<b>As soon as reasonably possible</b>	Reducing Your obligations (e.g. fees) or extending the time for payment. Reducing Your Credit Limit.
<b>At least same day notice</b>	Increasing an APR.
<b>At least 20 days</b>	Any other change We make other than those changes that We expressly agree with You.

## 12 Security and liability for losses for unauthorised electronic transactions

### Reliance on Your instructions

We are entitled to presume (unless contrary to the ePayments Code or these conditions), that You have given any instructions identified by the Your Identifier (including Card number) and Security Code, and that they are valid and binding on You.

### You must take care of PINs and other security codes

Security Codes allow access to Your Account and You can change them within limits We set. The security of card(s) and Security Code(s) is very important. If You fail to observe these security requirements You may incur liability for any Unauthorised Transaction.

You MUST:

- sign the strip on the reverse side of the Card immediately upon receiving it;
- keep Your Security Code secret;
- not let anyone else use Your Card and/or Security Code or Identifier and Security Code;
- use care to prevent anyone else seeing Your Security Code (including when using an ATM or EFTPOS terminal) or overhearing Your Security Code;
- take reasonable steps to protect a Card or Security Code from loss or theft; and
- immediately destroy any expired or cancelled Card by cutting it diagonally in half.

You MUST NOT choose a Security Code which is clearly identifiable with You (e.g. birth date or phone number) or which has an easily retrievable combination (e.g. 1234, BBBB).

### **You need to notify Us of security breaches (including Unauthorised Transactions)**

You must immediately notify Us and provide all required information where any of the following security breaches has or is suspected to have occurred:

- a Card or Security Code is, lost, stolen or disclosed to someone else; or
- Your Card, Identifier or Security Code has been used to effect an Unauthorised Transaction or has otherwise been misused.

We will then cancel the relevant Card and/or Security Code and may cancel the Identifier. After cancellation, they must not be used again even if they are subsequently retrieved.

### **When are You liable for electronic Unauthorised Transactions?**

We apply the ePayments Code to determine when You are liable for losses from an Unauthorised Transaction that is authorised without a physical signature. Some examples of where You are liable, not liable, and partially liable are set out below (the ePayments Code sets out more details).

**YOU ARE NOT LIABLE** for losses from an Unauthorised Transaction:

- using Cards, Identifiers or Security Codes that are forged, faulty, expired or cancelled or a Card or Security Code before You received it;
- occurring after the underlying security breach was notified to Us;
- where it is clear You have not contributed to it (e.g. if it was caused by misconduct by Us or others involved in the relevant networking arrangements); or
- that exceeds the Credit Limit or any applicable transaction limit.

This section does not apply to any transaction carried out by You or by anyone performing a transaction with Your knowledge and/or consent (as applicable).

**YOU ARE LIABLE** for losses occurring up to notification of the security breach if You have contributed to a loss by:

- compromising secrecy of a Security Code (e.g. by voluntarily disclosing it, or indicating it on the Card or on anything carried or kept with the Card or an Identifier unless You make a reasonable attempt to protect the security of the Security Code); or
- unreasonably delaying notification of a security breach.

**YOU ARE PARTIALLY LIABLE** where a Security Code is required to perform the Unauthorised Transaction and it is unclear whether You have contributed to a loss. In this case for the period commencing from the time the Card, Identifier or Security Code was misused, lost or stolen, until the time You notify us, You could be liable for the lesser of AU\$150, the actual amount lost, or the available funds in the Account at the time of the Unauthorised Transaction.

## **13 Things We aren't responsible for**

### **We usually aren't liable in these circumstances**

Unless these conditions or the law says otherwise, We will not be responsible to You for any loss incurred by You in any of the following situations:

- any problems with goods or services provided (or not provided) by a retailer/merchant. However We may be able to access a Chargeback in the event of issues (see section 10);

- where We cancel, suspend or close the Account or a Payment Facility or refuse to authorise or make a payment in accordance with these conditions;
- Our online or telephone services are not available from overseas or at a particular time. These services are intended to be reasonably available, but will not be available 24/7, including where there are outages (e.g. power or systems) and where We require this (e.g. because of security or maintenance, or where We are not allowed to process a transaction);
- You have not provided Us with complete and correct payment information; or
- circumstances beyond Our reasonable control prevent or result in errors or delays to a funds transfer or payment.

### **Some circumstances where We are liable**

Regardless of the above, We have minimum requirements imposed on Us by laws like the Competition and Consumer Act 2010 (Cth). For example, these 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.

In addition, We are liable for Your loss if any electronic terminal (such as ATM and EFTPOS terminal) or the relevant electronic Network does not complete a transaction that it accepts in accordance with Your instructions. Our liability is limited to the correction of errors and refunding charges or fees imposed if the failure or malfunction is caused by Your act or omission, or if You should have been aware that that the relevant electronic terminal or Network was unavailable or malfunctioning.

If telephone banking should ever be temporarily unavailable, We will reimburse any loss arising between the time You (as applicable) attempted notification of a Notifiable Event and the actual time of notification, provided You subsequently gave such notice at the first reasonable opportunity.

## **14 Conditions for specific payment facilities Recurring or Periodic Payments**

When You give Us a Periodic Payment instruction, or give a merchant a Recurring Card Instruction to debit amounts to Your Card or a Direct Debit instruction to debit amounts to Your Account, You authorise Us to pay any such amounts and charge them to Your Account.

You need to ensure there are sufficient cleared funds available in Your Account at the end of the last Business Day before any regular payment is due to be made.

We use reasonable endeavours to debit Your Account on the days nominated by You for Periodic Payments but may not 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.

If a Card is re-issued with a new Card number or expiry date, You must contact the merchant to cancel or change the details of each Recurring Card Instruction. We may choose to cancel the Recurring Card Instruction or (unless You tell Us not to) provide Your replacement Card details to update it.

## Internet banking and telephone banking

We will provide You with Security Codes to enable You to use telephone banking and internet banking.

You will also need to enter the Identifier/Card number and any other codes We require.

You cannot transfer funds from Your Account into a credit card account with Us. If You are transferring funds into an account held with Us in Australia, that account will usually receive funds immediately. Otherwise it may take up to three Business Days (and possibly longer if outside Australia). BPAY® payments have their own rules – see section 15.

## Mistaken Internet Payments using internet banking

This sub-section sets out how Mistaken Internet Payments (other than BPAY® payments) are dealt with under the ePayments Code. We will comply with these requirements as they relate to Us.

If You made a Mistaken Internet Payment We will be known as the "sending institution". If You are the recipient of a Mistaken Internet Payment We are known as the "receiving institution".

We do not guarantee that in all instances We will be able to recover a Mistaken Internet Payment. If the receiving institution is not bound by the ePayments Code, We cannot guarantee that it will follow these requirements. We are also not responsible for any losses You suffer as a result of a failure of the receiving institution to comply with the ePayments Code.

If You believe You have made a Mistaken Internet Payment You must report it to Us as soon as possible. If We are the sending institution We investigate Your claim and will notify You in writing as to the outcome of Our investigations into a reported Mistaken Internet Payment within 30 Business Days of Your making the report.

Where You have made a Mistaken Internet Payment or if We have been advised that You are the recipient of a Mistaken Internet Payment You must as soon as reasonably possible give Us any information We reasonably require to enable Us to determine whether a Mistaken Internet Payment has occurred.

Despite what is set out below, if the unintended recipient of the Mistaken Internet Payment is receiving income support payments from Centrelink the receiving institution must recover the funds from that recipient in accordance with the Code of Operation for Centrelink Direct Credit Payments.

If the sending institution is not satisfied that a Mistaken Internet Payment has occurred the sending institution is not required to take any further action.

If the sending institution is satisfied that a Mistaken Internet Payment has taken place it must contact the receiving institution. Provided there are sufficient funds in the recipient's Account the following processes will apply depending on when the Mistaken Internet Payment was reported to the sending institution:

- Reported within 10 Business Days of the payment:  
If the receiving institution is satisfied that a Mistaken Internet Payment has occurred, it will return the funds to the sending institution within 5 Business Days of the request or such longer period it reasonably requires up to a maximum of 10 business days.
- Reported between 10 Business Days and 7 months of the payment:
  - i. the receiving institution must complete its investigation into the Mistaken Internet Payment within 10 Business Days of receiving a request;

- ii. if the receiving institution is satisfied that a Mistaken Internet Payment has occurred, it will prevent the unintended recipient from withdrawing the funds for 10 further Business Days. The unintended recipient will be notified that the receiving institution will withdraw the funds within 10 Business Days if the recipient does not establish they are entitled to the funds within that 10 day period; and
  - iii. if the unintended recipient does not establish they are entitled to the funds within that time, the receiving institution will return the funds to the sending institution within 2 Business Days of the end of that period. If You are the unintended recipient We will withdraw the funds from Your Account without further notice to You.
- Reported after 7 months of payment:  
If the receiving institution is satisfied a Mistaken Internet Payment occurred, it must seek the consent of the unintended recipient to return the funds.

Where the sending institution and the receiving institution are satisfied that a Mistaken Internet Payment has occurred but there are not sufficient funds in the unintended recipient's Account to the full value of the Mistaken Internet Payment, the receiving institution must use reasonable endeavours to retrieve the funds from the unintended participant.

If the receiving institution is not satisfied that a Mistaken Internet Payment has occurred the receiving institution is not required to take any further action unless the recipient nevertheless agrees to return the funds.

### Telegraphic Transfer

You can use Our Telegraphic Transfer service to transfer funds between Your Account and another local or overseas bank account.

Standard Telegraphic Transfer fees will apply (please see the Financial Table).

## 15 BPAY®

### Application

We are a member of the BPAY® Scheme which is an electronic payments scheme through which You can ask Us (using internet banking or telephone banking) 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.

### Payments

We will not accept an order to stop a BPAY® payment once You have instructed Us to make that BPAY® payment.

You should notify Us immediately if You become aware that You may have made a mistake (except when You make an underpayment) when instructing Us to make a BPAY® payment, or if You did not authorise a BPAY® payment that has been made from Your Account. Sub-sections titled "Mistaken Payments, Unauthorised Transactions and Fraud", "Mistaken Payments" and "Unauthorised Payments" describe when and how We will arrange for such a BPAY® payment (other than in relation to an underpayment) to be refunded to You.

Subject to the sub-section titled "Payment Queries", Billers who participate in the BPAY® Scheme have agreed that a BPAY® payment You make will be treated as received by the Biller to whom it is directed:

- on the date You make that BPAY® payment, if tell Us to make the BPAY® payment before 4pm (AEST) on a Business Day;
- on the next Business Day, if You tell Us to make a BPAY® payment after 4pm (AEST) on a Business Day, or on a non Business Day; or



- if available on the day You have nominated for a scheduled payment to take place or where this day is not a Business Day on the next Business Day.

Delay may occur in processing a BPAY® payment where:

- there is a public or bank holiday on the day after You tell Us to make a BPAY® payment;
- You tell Us to make a BPAY® payment either on a day which is not a Business Day or after 4pm (AEST) on a Business Day;
- another financial institution participating in the BPAY® Scheme does not comply with its obligations under the BPAY® Scheme; or
- a Biller fails to comply with its obligations under the BPAY® Scheme.

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

You must be careful to ensure that You tell Us the correct amount You wish to pay. If You instruct Us to make a BPAY® payment and later discover that the amount You 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.

If You discover that the amount You instructed Us to pay was more than the amount due to the Biller, You must contact the Biller to negotiate any refund.

### **Liability and ePayments Code**

If You are liable for an unauthorised or fraudulent payment and the ePayments Code 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 these 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.

### **Mistaken payments, Unauthorised Transactions and fraud**

We will attempt to make sure that Your 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 must promptly tell Us if:

- You become aware of any delays or mistakes in processing Your BPAY® payments;
- if You did not authorise a BPAY® payment that has been made from Your Account; or
- if You 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 sub-section. However, except as set out in the sub-section titled "Liability and ePayments Code" and section 13 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 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.

## **Mistaken payments**

If a BPAY® payment is made to a person or for an amount, which is not in accordance with Your 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 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 Business Days of Us attempting to do so, You must pay Us that amount.

## **Unauthorised payments**

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:

- We cannot recover within 20 Business Days of Us attempting to do so that amount from the person who received it; and
- the payment was made as a result of a payment direction, which did not comply with Our prescribed security procedures for such payment directions.

## **Fraudulent payments**

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.

## **Resolution principles**

If a BPAY® payment You have made falls within the type described in the sub-section titled "Unauthorised Payments" and also the sub-section titled "Mistaken Payments" or the sub-section titled "Fraudulent Payments", then We will apply the principles stated in the sub-section titled "Unauthorised Payments". If a BPAY® payment You have made falls within both the types described in sub-sections titled "Mistaken Payments" and "Fraudulent Payments", then We will apply the principles stated in the sub-section titled "Fraudulent Payments".

## **No "Chargebacks"**

Except where a BPAY® payment is a mistaken payment referred to in the sub-section titled "Mistaken Payments", an unauthorised payment referred to in the sub-section titled "Unauthorised Payments", or a fraudulent payment referred to in the sub-section titled "Fraudulent Payments", 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.

## **Biller consent**

If You 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.

### **How to use the BPAY® scheme**

You must comply with these conditions to the extent that these 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 these conditions and the BPAY® terms in this clause 15, the BPAY® terms will apply to the extent of that inconsistency.

When a debit card is used to pay a bill through the BPAY® Scheme, We treat that payment as a debit card purchase transaction.

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.

### **Valid payment direction**

We will treat Your instruction to make a BPAY® payment as valid if, when You give it to Us, You comply with the security procedures specified in these conditions.

### **Information You must give Us**

The information You must give Us to instruct Us to make a BPAY® payment is:

- the "Biller Code" written on the bill near the BPAY® Logo, and the customer reference number;
- the Account from which You wish to make the payment; and
- 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.

### **Payment queries**

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.

### **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 (AEST) 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.

### **When a Biller cannot process a payment**

If We are advised that Your payment cannot be processed by a Biller, We will:

- advise You of this;
- credit Your Account with the amount of the BPAY® payment; and
- take all reasonable steps to assist You in making the BPAY® payment as quickly as possible.

## 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.

## Privacy

If You register to use the BPAY® Scheme, You 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:

- such as 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
- such as Your transactional information as is necessary to process Your BPAY® payment. Your BPAY® payments information will be disclosed by BPAY® Pty Ltd, through its agent, to the Biller's financial institution.

You must notify Us, if any of Your personal information changes and Your consent to Us disclosing Your updated personal information to all other participants in the BPAY® Scheme referred to in this sub-section, as necessary.

You can request access to Your information held by Us, BPAY® Pty Ltd ABN 69 079 137 518 (of Level 4, 3 Rider Blvd, Rhodes NSW 2138. Phone: (02) 8252 0500) or its agent, Cardlink Services Limited ABN 60 003 311 644 (of Level 4, 3 Rider Blvd, Rhodes NSW 2138. Phone: (02) 9646 9222). 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.

## 16 General matters

### Processing transactions and Your Account balance

A transaction becomes part of the daily unpaid balance of Your Account from its Transaction Date. Transactions may be processed on the day they are made or on a later Business Day. We may assign as their Transaction Date either the day on which they are made, or the day of processing. 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.

### Codes of conduct

Where the ePayments Code and/or Code of Banking Practice apply, relevant provisions of those code(s) will apply to Your Account and We will comply with them. We will provide You with a copy of the Code of Banking Practice on request.

### Assignment

Subject to applicable laws, including the Credit Codes, We may sell, transfer, novate or assign any of Our rights or obligations relating to Your Account to anyone without Your consent. We will notify You of any sale, transfer, novation, assignment 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 conditions. You may not sell, transfer, novate or assign Your rights and obligations relating to Your Account without Our consent.

## Governing law and jurisdiction

These conditions are to be interpreted in accordance with Australian laws. You agree to use only Australian courts, tribunals or other dispute resolution bodies if there is a dispute relating to these conditions.

## Severability

If any of these conditions are, for any reason, invalid, illegal or unenforceable, it is to be read down to the extent of the issue, and the remaining provisions will remain valid and enforceable.

## 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.

## Credit review

We have a right to review Your facility from 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.

## Waiver and exercise of rights

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

## 17 Dictionary

### Interpretation

Unless the context requires another meaning, a reference to a document (including these conditions) is a reference to that document as changed or replaced. Where a word or phrase is defined, its other grammatical forms have a corresponding meaning. Headings are for convenience only and do not affect interpretation.

### Definitions

**Account** Your unsecured credit facility with Us.

**Annual Percentage Rate (APR)** the Annual Percentage Rate or rates per annum used to calculate interest charges for Your Account. Those rates appear on Your Statement and the initial rates were set out in the Financial Table.

**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 to Your Account or requesting a cheque-to-self drawn on Your Account (a cheque-to-self is a cheque made out in Your name that You can realise and use for any purpose).

**Biller** a merchant who accepts BPAY® payments.

**Business Day** 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, debit card, contactless device or other device (including a smart phone) for use on Your Account.

**Cash Advance** a transaction where cash or its equivalent is obtained. For example, the purchase of traveller's cheques are all treated as cash advances.

**Chargeback** a transaction that is returned to a merchant to seek a refund after dispute by You and, where relevant, the procedures for achieving this.

**Citi/Our/Us/We** means Citigroup Pty Limited (ABN 88 004 325 080), Australian credit licence 238098, the credit provider and issuer of Coles unsecured credit products distributed under agreement with Coles Supermarkets Australia Pty Limited ABN 45 004 189 708.

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

**Credit Limit** the maximum amount of credit We tell You in writing You can have on Your Account.

**Direct Debit** an instruction from You to a merchant to charge amounts to the Account (using the Account number) on an ongoing basis.

**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 these conditions.

**Fixed Payment Option** a plan under which a particular balance is paid off in a specified number of equal instalments.

**Identifier** information including an Account number, Card number and Card expiry date, which is known to You and which need not be kept secret.

**Minimum Payment Due** the payment shown on Your Statement that You must make to keep Your Account in order. The Financial Table explains how it is calculated.

**Mistaken Internet Payment** means a payment through a "Pay Anyone" internet banking facility where funds are paid to an unintended recipient because the sender has entered an incorrect BSB or Account number.

**Monthly Instalment** the monthly repayment instalment under a Fixed Payment Option.

**Network** the organisations, institutions and schemes through which transactions may be performed on Your Account.

**Notifiable Event** means where a Card or Security Code is, lost, stolen or disclosed to someone else, or where a Card, Identifier or Security Code has been used to effect an Unauthorised Transaction or has otherwise been misused.

**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 immediately from the date You exceeded the Credit Limit.

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

**Payment Facility** means Cards, internet banking, telephone banking, Recurring Card Instructions, and BPAY®.

**Periodic Payment** where You instruct Us in writing otherwise than through BPAY® to make ongoing payments to a person and charge them to Your Account.

**PIN** the personal identification number We allocated to a Card or selected by You.

**Points** are any points earned by You under any Special Promotion We may offer from time to time. These points are only transferable to Your flybuys membership account. To be allocated these points in accordance

with any Special Promotion We may offer, you must have an active flybuys membership. The transferred points will become subject to the flybuys Terms and Conditions once transferred to Your flybuys account.

**Privacy Act** means the Privacy Act 1988 (Cth).

**Recurring Card Instruction** an instruction from You to a merchant to charge amounts to the Card (using the Card number) on an ongoing basis.

**Retail Purchase** a transaction other than a Cash Advance or a Special Promotion, as determined by Us at Our discretion.

**Retail Purchase Balance** means the outstanding balance of all Retail Purchases together with any related interest and fees, and any interest or fees which are not related to a specific balance type (e.g. an overlimit or annual fee and interest on them).

**Security Code** means Your PIN, online password for telephone banking, TPIN for telephone banking, or any other password or information used to access the Account and which is known to You and is intended to be known only to You and which We require You to keep secret.

**Statement Period** the period to which a statement applies, usually about 30 days.

**Special Promotion** any transaction or promotional offer We identify as a Special Promotion and includes, but is not limited to Balance Transfers and Fixed Payment Options.

**Telegraphic Transfer** a payment You ask us to make from Your Account to another bank account in Australia or overseas.

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

**Unauthorised Transaction** a transaction, made without Your knowledge, consent or authorisation.

**You/Your** the person in whose name the Account is opened.

## PART B: PRIVACY

In this notice “Our/We/Us” means

- Citigroup Pty Limited (“Citi”);
- Coles Supermarkets Australia Pty Limited and Loyalty Pacific Pty Ltd, trading as “flybuys” (together “Coles”); and
- each of Our related companies that assist Us to provide Our services.

“You/Your” means all borrowers on Your Account.

### Purposes for which We collect, use and disclose Your Personal Information

1. We collect, use and disclose Your personal information:
  - to assess this application and future applications and to administer Your credit facilities and related services;
  - to conduct reviews of Your facility;
  - to manage promotions and provide benefits associated with Your Card and Your participation in the flybuys loyalty program such as ensuring any flybuys Points You earn are properly credited;
  - to manage complaints and disputes, and deal with dispute resolution bodies;
  - to comply with applicable laws both in Australia and overseas including: (a) the National Consumer Credit Protection Act; (b) the Anti-Money Laundering and Counter-Terrorism Financing Act; (c) State and Territory property legislation and other property related laws (for example, to register and search for security interests); and
  - for other purposes as listed for Coles, in the Coles Supermarkets Privacy Policy, for flybuys, its Privacy Policy and for Citi in its Privacy Policy and Credit Reporting Policy.
  - If You do not provide Us with the information We may not be able to assess Your application or administer the products or services that You are seeking.

We will use your information for the purposes we collected it for, as well as for related purposes where you would reasonably expect us to.

2. We usually collect Your personal information directly from You. However, We may need to collect personal information about You from third parties for example, in order to assist Us to process Your application or to locate or communicate with You.

### Disclosures of Your Personal Information

3. We may disclose to, and obtain personal information about You from:
  - each other;
  - each of Our affiliates, sales agents and organisations that carry out functions on Our behalf including card schemes, mailing houses, data processors and collection agents, researchers, data warehouses, specialised data matching and trending service providers, consultants, auditors, marketing service providers, and data and document management providers;
  - reward providers including flybuys, or Airline or other partners and their service providers;
  - other credit providers;
  - any signatory or guarantor to the facility for which You are applying;
  - any broker, introducer, financial, legal or other adviser acting in connection with Your facility or application;



- regulatory and tax authorities in Australia and overseas;
  - credit reporting bodies (see "Exchange of information with credit reporting bodies" below);
  - external dispute resolution bodies;
  - any insurer relating to Your facility;
  - organisations wishing to acquire an interest in any part of Our business;
  - social media and other virtual communities and networks where people create, share or exchange information;
  - any entity where disclosure to, or collection from, such an entity is required or authorised by law; and
  - as further set out in Our privacy policies.
- If You do not provide Us with the information We may not be able to assess Your application or administer the products or services that You are seeking.

### **Disclosures to Overseas Recipients**

4. Some of the recipients to whom We disclose Your personal information may be based overseas. It is not practicable to list every country in which such recipients are located but it is likely that such countries will include for Citi the United States of America, India, the Philippines, Malaysia, Hong Kong and Singapore, and for Coles, Germany, India, Ireland, Japan, Hong Kong, Malaysia, the Philippines, Pakistan, Singapore, South Korea, the United Kingdom, the United States of America and South Africa.

By consenting to us disclosing your personal information to overseas recipients, you agree that Australian Privacy Principle 8.1 shall not apply to the disclosure, meaning that we will not be obliged under the Privacy Act to ensure that an overseas recipient does not breach the Australian Privacy Principles and we will not be liable under the Privacy Act if the recipient does not act consistently with the Australian Privacy Principles. This means that you will not be able to seek redress under the Privacy Act in those circumstances. By using our products and services, you consent to such overseas disclosures.

### **Exchange of information with Credit Reporting Bodies (CRB) and Other Information Services**

5. If you have made an application for consumer or commercial credit, or have obtained consumer or commercial credit from us, you agree that we can obtain credit reporting information about you from a CRB for the purposes of assessing any application for consumer or commercial credit and collecting payments that are overdue in relation to consumer or commercial credit. You also agree that we can obtain, from any business providing information about commercial credit worthiness, commercial credit reports about you for the purposes of assessing applications for consumer or commercial credit.
6. We may disclose personal information about You (including credit information, such as details about the credit that We provide to You, Your repayment history and any repayment defaults) to, and obtain credit reporting information about You from, CRBs. CRBs may include that information in reports provided to Us and other credit providers to assess Your credit worthiness. Our Credit Reporting Policy contains information about credit reporting, including the CRBs with which We may share Your personal information, their contact details, the type of credit reporting information We share, and Your rights in relation to them.

7. We have the right to conduct reviews of Your facility from time to time and at Our sole discretion. You acknowledge that We will provide personal information to a CRB as permitted by the Privacy Act for each review and that a credit report may be obtained from a CRB for the purpose of any such review.

### **Our Policies (including how to access and correct information and make a complaint)**

8. The policies include information on how You can access and/or seek correction of the personal information We hold about You. Our Privacy Policy and Credit Reporting Policy also contain information as to how You can complain about a breach by Us of the Privacy Act (including the credit reporting provisions in Part IIIA and the Credit Reporting Code) and how We will deal with such a complaint. It also sets out details of the CRBs to whom We disclose Your personal information and how to contact them and seek copies of their policies for handling Your personal information.

### **Your Marketing Communications Preferences**

9. Unless You have previously opted out of direct marketing in connection with Your Coles Personal Loan, You continue to agree to Us using Your personal information to keep You informed about offers relating to this product and other products, services and offers which may be of interest to You. They may do this by phone, mail, email and SMS or other electronic messages. These consents operate indefinitely and shall remain in effect unless and until You notify Us that You do not want to receive such communications. If You do not wish to receive these communications please notify Us in writing or by calling Us. Note: If You have not told Us that You do not wish to receive these communications by phone, You may be contacted even if You have registered Your phone number on the national Do Not Call Register.

### **Verification**

10. Your telephone calls and conversations with a Citi or Coles representative may be recorded and monitored for quality, training and verification purposes.

### **More information and contacting Us**

11. You can view the Citi Privacy Policy or Credit Reporting Policy on Our website at [www.citibank.com.au/privacy](http://www.citibank.com.au/privacy)  
You can view the Coles Supermarkets Privacy Policy at <https://www.coles.com.au/privacy> and the flybuys Privacy Policy at <https://www.flybuys.com.au/about/#/privacy-policy>
12. If You wish to find out more information, notify Us that You don't want to receive communications, or raise any specific or general concerns about Us and Our Privacy Policies, the contact details are as follows:  
Citi  
PO Box 204  
Sydney NSW 2001  
Telephone: 13 24 84  
Email: [privacy.officer@citi.com.au](mailto:privacy.officer@citi.com.au)  
Coles  
800 Toorak Road  
Hawthorn East VIC 3123  
Telephone: 1800 061 562  
Email: [privacy@coles.com.au](mailto:privacy@coles.com.au)

## PART C: CREDIT GUIDE

This Part applies if Your Account is regulated by consumer credit legislation. It may not all be relevant for Accounts that are designated as "Business Accounts".

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?

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 238098 ("the Credit Provider", "Our", "Us", "We") in relation to Coles unsecured credit products. The Credit Provider 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 the Credit Provider provides, gives information on the Credit Provider's obligations to You with respect to providing those services, and if necessary, how to make a complaint.

### How You can contact Us?

You can contact the Credit Provider by:

- Calling 1300 306 397 (within Australia) or +61 1300 306 397 (from overseas)
- Mailing GPO Box 40, Sydney NSW 2001
- Visiting Our website:  
[www.coles.com.au/loans/contact-us](http://www.coles.com.au/loans/contact-us)

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

The Credit Provider engages in credit activities by entering into credit contracts with You. These contracts include:

- Credit cards;
- Revolving lines of credit or personal loans;
- Temporary or ongoing Credit Limit increases.

The Credit Provider provides credit services to you by:

- suggesting to you or assisting you with applying for new credit products;
- for credit products, excluding credit cards, suggesting you to or assisting you to increase limits on Your credit products;
- for credit cards, at Your request We will assist you to increase limits on your credit card; or
- suggesting to You that You remain in a credit product.

The Credit Provider 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, the Credit Provider 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 the Credit Provider. 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**

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?**

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

#### **1. Contact Your Credit Provider's representative**

In the first instance please contact the Credit Provider's 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 Relations Unit**

If You have raised a concern with the Credit Provider's representative and the matter has not been resolved to Your satisfaction, Our Customer Relations Unit can assist. There are three ways You can lodge Your complaint:

- By telephone

Call 1300 306 397 (toll free within Australia) or +61 1300 306 397 (from overseas) between 9am-5pm Monday to Friday (AEST).

- In writing

Mail Your written complaint to:  
Citigroup Pty Limited Customer Relations Unit  
GPO Box 204, Sydney NSW 2001

- By email

Email Us at any time through [www.coles.com.au/loans/contact-us](http://www.coles.com.au/loans/contact-us)

Once You have contacted Us, 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 paths

If despite Our best efforts, You feel the dispute resolution process was not fair, or You remain unhappy with the outcome, You still have options.

#### The Credit Provider's Customer Advocate

The Credit Provider has appointed an impartial Customer Advocate to assist in reaching fair outcomes during the dispute process and make it easier for customers when things go wrong.

If You are not happy with the outcome from Our Customer Relations Unit and would like an impartial review, You can refer Your complaint to Our Customer Advocate:

Email: [customeradvocate@citi.com](mailto:customeradvocate@citi.com)

Post: Citigroup Pty Limited  
Att: Citi Customer Advocate  
GPO Box 204  
Sydney NSW 2001

#### External dispute resolution

If You are not satisfied with Our response, You may lodge a complaint:

- with the Financial Ombudsman Service Australia **if lodged before 1 November 2018:**

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

Email: [info@fos.org.au](mailto:info@fos.org.au)

Telephone: 1800 367 287

In writing: Financial Ombudsman Service Limited  
GPO Box 3, Melbourne VIC 3001; or

- with the Australian Financial Complaints Authority or AFCA, **if lodged on or after 1 November 2018:**

Website: [www.afca.org.au](http://www.afca.org.au)

Email: [info@afca.org.au](mailto:info@afca.org.au)

Telephone: 1800 931 678

In writing: Australian Financial Complaints Authority  
GPO Box 3, Melbourne VIC 3001

- 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.

## PART D: INFORMATION STATEMENT

This Part applies if Your Account is regulated by consumer credit legislation. It may not all be relevant for Accounts that are designated as "Business Accounts".

### 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 pre-contractual statement containing certain information about Your contract. The pre-contractual statement, and this document, must be given to You before Your contract is entered into.

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

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 payout figure?

You can write to Your credit provider at any time and ask for a statement of the payout 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 the Financial Ombudsman Service Australia if You lodge a complaint **before 1 November 2018**.

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

Email: [info@fos.org.au](mailto:info@fos.org.au)

Telephone: 1800 367 287

In writing: Financial Ombudsman Service Limited  
GPO Box 3, Melbourne VIC 3001; or

**On or after 1 November 2018**, You can lodge a complaint with the Australian Financial Complaints Authority or AFCA.

Website: [www.afca.org.au](http://www.afca.org.au)

Email: [info@afca.org.au](mailto:info@afca.org.au)

Telephone: 1800 931 678

In writing: Australian Financial Complaints Authority  
GPO Box 3, Melbourne VIC 3001

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.

**General**

**14. 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 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.

**15. 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 17.

**16. 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.

**17. 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. BEFORE 1 NOVEMBER 2018, YOUR CREDIT PROVIDER'S EXTERNAL DISPUTE RESOLUTION PROVIDER IS THE FINANCIAL OMBUDSMAN SERVICE AUSTRALIA AND CAN BE CONTACTED AT GPO BOX 3, MELBOURNE VIC 3001 OR BY CALLING 1800 367 287 OR VISITING FOS.ORG.AU ON OR AFTER 1 NOVEMBER 2018, YOUR CREDIT PROVIDER'S EXTERNAL DISPUTE RESOLUTION PROVIDER IS THE AUSTRALIAN FINANCIAL COMPLAINTS AUTHORITY OR AFCA AND CAN BE CONTACTED AT GPO BOX 3, MELBOURNE VIC 3001 OR BY CALLING 1800 931 678 OR VISITING AFCA.ORG.AU PLEASE KEEP THIS INFORMATION STATEMENT. YOU MAY WANT SOME INFORMATION FROM IT AT A LATER DATE.

## CONTACT US

### Report security issues 24 hours a day

You can telephone Us 24 hours a day, seven days a week:

- to report lost or stolen Cards, devices or Security Codes;
- if You need any assistance with any Payment Facility;
- if You need general descriptive information on account opening procedures, Our obligations regarding the confidentiality of Your instructions, complaint handling procedures, cheques (including bank cheques), You informing Us when You are in financial difficulty or the advisability of You reading the terms and conditions applicable to Your Account in full; or
- if You need to obtain current details of limits, fees, charges and interest rates.

For more information visit Us at  
[coles.com.au/loans](https://coles.com.au/loans)

If you are calling within Australia  
**1300 306 397**

If you are calling outside Australia  
**+61 1300 306 397**

For general correspondence or to notify Us of things please write to:

GPO Box 40  
Sydney NSW 2001

For privacy related enquiries contact the Citigroup Privacy Officer:

**email**     [privacy.officer@citi.com.au](mailto:privacy.officer@citi.com.au)  
**address**   GPO Box 204, Sydney NSW 2001  
**phone**     the numbers above

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