

# CommBank Credit Card Conditions of Use.

How you can use your account.

For all CommBank Personal and Business credit cards

2 December 2020



### Where to find out more

Visit **commbank.com.au/creditcards-support** for more information about our credit cards, along with handy tips for using your card and saving interest (if applicable). This includes details of what your PIN and password security requirements are under the ePayments Code.

# **Contents**

### **Conditions of Use**

1. Your contract with us	4
2. Using and managing your account	4
3. Fees and interest	9
4. What to do if there is a problem with your card or account	12
5. Setting up a SurePay® instalment plan	14
6. Rights we have	18
7. Changes to your contract	20
8. Meaning of words used in this document	21
Other important documents (for personal cards only)	
9. Credit guide	23
10. Information statement	24

### Concerned about a transaction?

Contact us straight away (see back page for contact details), if you think there's been an unauthorised transaction on your account or want to request a refund for a transaction. If you don't tell us within 30 days of the statement date, we may not be able to request a refund on your behalf. Time limitations may not apply where the ePayments Code applies. See section 4 for more information.

**Note:** There may be times when you can't use your account – for example, our systems may be down or faulty or merchants or ATM providers may not accept a card. Third parties may impose a fee for use of a card.

#### 1. Your contract with us

Please read both these Conditions of Use and the Schedule of Credit Card Particulars/Schedule of Particulars in your letter of offer, which together make up your contract and include the information we must give you.

Your contract starts when you activate your card.

# What to expect from us — codes of practice

The Banking Code of Practice is the banking industry's benchmark for best-practice banking standards. It applies to your contract. We also follow ASIC's ePayments Code.

If you use NetBank, the CommBank app, ATMs or our telephone banking, the Electronic Banking Terms and Conditions also apply. This document is available at **commbank.com.au/important-info**. The CommBank app Terms and Conditions are available when you download the app.

### 2. Using your card and managing your account

Ways to use your card include:

### In person



- Pay by card
- Get a cash advance from an ATM (other than if you have a CommBank Essentials or a CommBank Neo card).
   Subject to conditions as outlined in 2.2.
  - Tap & Pay

### Online



- Shop online
- Pay BPAY® Biller
- Masterpass<sup>TM</sup>

### Mobile phone



- Download our CommBank app to manage your card anytime, anywhere from your compatible mobile phone.
- Tap & Pay

Masterpass and the associated Brand Mark are trademarks of Mastercard International Incorporated. BPAY is a registered trademark of BPAY Pty Limited ABN 69 79 137 518.

### 2.1. Transacting on your account

When you or an additional cardholder uses a card or provides card details, you authorise us to act on those instructions, for example pay a supplier of goods. We debit your account with (and you then owe us) the amount of any purchases, cash advances or balance transfers, as well as interest, fees and other amounts provided for in your contract. You must then make payments on the amount owed as set out in these Conditions of Use

Only you or an additional cardholder can use your account and only or mostly for personal, domestic or household purposes. Business credit cards can only be used for business purposes. Bank feeds for online accounting software, may only be used for a Business credit card account.

Cards cannot be placed into credit for a sustained period of time. If this is the case, we may return the funds to you.

### 2.2. Limits that apply

Cards can be used up to your credit limit. In some cases, we may permit you or an additional cardholder to temporarily exceed your credit limit. You can request us not to allow this. Your limit may also be exceeded where transactions don't require our authorisation.

The daily limit for ATM and debit EFTPOS cash withdrawals requiring a PIN is \$800 per card, but you can request an increase up to \$2,000 per card. This limit applies across all accounts linked to your card.

In some cases, a PIN or signature may not be required, such as for contactless payments. Transaction limits may apply as set by the card schemes or merchants.

A maximum cash advance limit may apply when you withdraw cash, transfer funds from your credit card account to another account or make a cash equivalent transaction. The amount of the limit is at our discretion, using factors such as our credit risk assessment of you. We may also limit certain types of cash advances or not allow cash advances at all in certain circumstances.

#### 2.3. International transactions

You'll be charged in Australian dollars for purchases and cash advances in other currencies. These are typically converted to Australian dollars by the relevant card scheme, which determines the exchange rates and conversion process. In some cases, overseas merchants or ATM operators may allow you to transact in Australian dollars, in which case they set the exchange rate.

We charge you an international transaction fee, as shown in your Schedule:

- When you make a purchase or obtain a cash advance in a foreign currency
- When you make a purchase or obtain a cash advance in Australian dollars:
  - o While overseas; or
  - In Australia (for example online), where the merchant, or the financial institution or entity processing the transaction. is located overseas.

### 2.4. Setting up regular payments

You or an additional cardholder can arrange for regular payments to be automatically debited from your account. When getting a new card (for example when a card expires), remember to give each biller your updated card details so payments continue. In some cases we automatically provide your new card details to Mastercard and subject to arrangements between Mastercard and the merchant, Mastercard may provide those details to merchants with whom you have a regular payment with. However, to make sure these payments continue, we recommend that you provide your new card details to merchants you want to continue to transact with. as well.

To cancel a regular payment, give the recipient at least 15 days' notice before the next transaction is due. If the recipient continues debiting money, contact us immediately so we can try to get your money back.

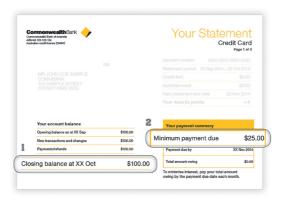
#### 2.5. Additional cardholders

You can ask us to issue a card to another person aged 16 or over. You are responsible for their use of your account. Additional cardholders can:

- Select their own PIN.
- Get information about your account, including address, balance and statement details.
- Temporarily stop their card and your card.
- Report their card as lost or stolen, which means we'll cancel your card as well.
- · Request refunds of transactions, including yours.

If you or the additional cardholder ask, we'll remove them from your account. Removing a cardholder doesn't take effect immediately, so if there's a risk that they will do something you're not happy with, request an immediate stop on your account. Some transactions may still be processed even after a stop (see 6.3).

Additional cardholders cannot apply for balance transfers or SurePay instalment plans.



#### 2.6. Statements and notices

We send you a statement once a month (except where the law considers this unnecessary).

Each statement includes:

- 1. The amount you owe (the 'closing balance').
- 2. Your minimum payment and its due date, which is 25 days from the day the statement is issued (or the next business day if that date falls on a weekend or public holiday).

If you have a SurePay instalment plan, your statement will also include additional information (see 5.5).

We send you statements and notices by post, but you can ask to get them electronically via NetBank instead, and we'll email you when they're available. Your election will also apply to any replacement account (for example, if you change card types). If you have a CommBank Neo card, your statements and notices will be published via NetBank. We will send you an email to let you know when they're ready to view.

If your last notified email address is invalid, we may contact you via other means (e.g. push notification or SMS) to let you know your statement or notice is ready for viewing.

Statements, notices and emails are sent to your last notified address and considered as received:

- If sent by post on the day they would usually be received in the ordinary course of business.
- If sent by email, the day the email enters the first information system outside CommBank.

### 2.7. What you have to pay

If you owe less than \$25, your minimum payment is the amount you owe. Otherwise, your minimum payment is the greater of:

- Any amount you owe that exceeds your credit limit;
- 2% of the closing balance, rounded down to the nearest dollar; or
- \$25.

If you have a Business card other than an Awards card or CommBank Neo card:

- The threshold amount is \$75 (rather than \$25); and
- The minimum payment percentage is 2.5% (rather than 2%).

Any overdue amounts are also payable and are payable immediately.

You must pay all amounts owing under this contract without off setting amounts you believe we owe you.

### 2.8. How to make payments

You must pay each minimum payment by its due date. Refunds credited to your account and cash back are not considered payments.

Your payment may be applied on the date we process it which may be later than when you made it (for example if you use another bank to send us a payment).

Cheques and transfers (including transfers using AutoPav) from other accounts to your credit card may need to be cleared before we increase your available credit. If your payment does not clear:

- That amount will be reversed and treated as a cash advance from the dishonour date
- This may cause your account to exceed its limit and incur additional fees if applicable

### 2.9. Ways to manage your account

You can reduce or apply to increase your credit limit, or request to close your account, using NetBank or the CommBank app, or by calling us or visiting any CommBank branch. If you're reducing your limit, you'll need to ensure your total balance does not exceed your new requested limit

You can lock overseas transactions, lock contactless card payments, block ATM cash advances, set spending limits or temporarily lock a misplaced card using NetBank or the CommBank app.













Lock in-store international international payments.

Lock online payments.

contactless card payments.

Block ATM cash advances.

Limit your spending. Temporarily lock your card.

### 2.10. Let us know of any changes

You must tell us immediately of any change to your name, address or electronic details, or those of an additional cardholder.

#### 3. Fees and interest

### 3.1. Fees you may have to pay

The fees that apply to your card are explained in your Schedule and vary depending on your card type. Information on our current fees, charges and interest rates is available upon request – to get a copy, call **13 2221** or visit **commbank.com.au/cardfees** 

### 3.2. How to get an interest-free period on purchases

Your card (other than if you have a Business Low Rate card) comes with an interest-free period on purchases so long as you meet the conditions set out below.

3.2.1 (Applies to all CommBank credit cards except for Business Interest-Free Days cards)

We won't charge any interest on purchases if you pay at least the closing balance shown on your statement by the due date each and every month. This is how it works:

# Purchases made in a statement period (current statement period) up to and including the due date

You won't pay interest on these purchases if you paid the closing balance in full by the due date in your previous statement. The interest-free period applies:

- Up to and including the due date that falls in the current statement period; and
- If by that due date you also pay the closing balance of your previous statement, up to and including the next due date.

### Purchases made in the current statement period after the due date

You won't pay interest on these purchases if you paid:

- The closing balance in full by the due date in your previous statement; and
- The closing balance in full by the due date that falls in the current statement period.

The interest-free period applies up to and including the next due date

# Interest-free period automatically applies when you open a new account

You get a fresh start with interest-free on purchases when you open a new credit card account. The interest-free period applies:

- Up to and including your first due date when an amount is payable; and
- If by that due date you also pay the closing balance of your first statement in full, up to and including the next due date.

# Interest-free period automatically applies when you pay your entire account balance in full

If at any time you pay the entire outstanding balance of your account, you get interest-free on new purchases starting on the day of the payment and continuing until the due date that falls in the next statement period (your account balance is available on NetBank and the CommBank app or by contacting us). Please note a payment is applied on the date we process it, which may be later than when you made it (for example, if you use another bank to send us a payment).

3.2.2 (Applies to Business Interest-Free Days cards)

We won't charge you any interest on purchases shown on your statement if:

- You pay in full the closing balance shown on that statement by the due date, and
- You paid the closing balance on your previous statement in full by its due date.

#### 3.3 How we calculate interest

We calculate interest on each amount we debit to your account from the date of the transaction until the day you repay it (except to the extent you qualify for an interest-free period).

#### The rate we use

Your Schedule sets out the annual interest rates that apply to your account. We'll notify you if a rate changes.

#### The calculation

At the end of each statement period, we calculate interest separately on:

- Purchases
- Cash advances
- Balance transfers
- SurePay instalment plans

Interest on each of these categories is added to the balance. Fees are considered purchases.

We then follow these three steps:

- Average the relevant balances over the statement period.
- Multiply the average by the applicable daily interest rate (the annual rate divided by 365).
- Multiply the result by the number of days in the statement period.

### When we debit your account with interest

We do this on the last day of each statement period. The debit amount includes that statement period's interest up to and including that day, along with any interest for previous statement periods that we haven't yet debited.

### 3.4. How we apply your payments

Each payment you make becomes effective when we credit it to your account. Payments are applied towards your last statement's closing balance until the full balance is paid. We first pay off your transactions that have the highest interest rate as at the statement date. Payments are then applied to balances from the current statement period.

If you have a SurePay instalment plan, see 5.11.

We don't pay you interest on credit (positive) balances.

#### 3.5. Balance transfers

We may offer special rates on balance transfers. You'll need to apply for these and we'll give you information about any terms on our website or when you ask.

At the end of a balance transfer period, the outstanding balance (including interest) is treated as a cash advance.

# 4. What to do if there is a problem with your card or account

# 4.1. Tell us straight away (see contact details on back page)

You should regularly check your transaction history and each statement as soon as you receive it to make sure there are no errors or unauthorised transactions.

You and any additional cardholder must tell us straight away if:

- A card or device has been lost or stolen.
- You or they suspect someone else has used your account without your permission or may know a PIN or password.

### 4.2. Getting a refund on unauthorised transactions

### When you'll get a refund

- It's clear that you or any other user didn't contribute to the loss.
- Someone uses a card or device after you or a user tells us it was lost, stolen or misused or that someone else may know the PIN or password.
- A bank employee or anyone involved in processing your transaction is fraudulent or negligent.
- The transaction involved faulty equipment, a forged or faulty card or device or an expired or cancelled card, PIN or password.
- Someone uses your or a user's card, PIN or password before you receive it from us.
- The transaction did not require a PIN, password or signature (unless you or a user didn't promptly tell us if the device or card was lost or stolen).
- The same transaction is debited to your account more than once.
- The ePayments Code otherwise entitles you to a refund.

### When you won't get a refund

You or any other user:

- · Commits fraud.
- Tells someone their PIN or password, keeps an undisguised record of them, creates a PIN or password that is easy to guess (like their name or date of birth) or otherwise doesn't comply with the password security obligations under the ePayments Code.
- Doesn't promptly tell us that their card or device was lost or stolen or that someone else may know their PIN or password (you'll be liable for transactions after you or the user should have told us).
- Forgets to collect their card after using an ATM.

If any of these occur, we may hold you responsible for the transaction unless we are able to obtain a refund for you under the card scheme rules or the ePayments Code entitles you to a refund (for example, because the loss exceeded your available limit).

### When you'll get a partial refund

When your situation doesn't fall into the first two categories, the maximum we can charge you is \$150 (where the ePayments Code permits), and we refund the remainder

### 4.3. Requesting a refund of an authorised transaction

As a member of the card schemes, we are able to request a refund of a purchase transaction in certain situations, for example if the goods were not delivered.

To take advantage of this refund process, contact us within 30 days of the date your statement is issued. Otherwise, we may not be able to claim a refund for you.

Card scheme refunds do not apply to BPAY payments but if you notify us of a mistake on a BPAY payment, we'll do our best to recover the payment. If we can't do so within 20 business days, you will be liable for that amount.

# 4.4. How to lodge a refund request and what happens then

You or an additional cardholder can request a refund by contacting us (see contact details on back page). Keep all receipts and records of payment arrangements to help us resolve any refund request as quickly as possible. Note that the date we assign to a transaction may be the date we process it, rather than the date it occurred.

As part of requesting a refund for you, we may need to write to the merchant's bank on your behalf, attaching your signature to support your claim.

We'll look into your refund request and let you know in writing within 21 days if it's resolved or if we need more time. If we can't resolve it within 45 days, we'll let you know why. Once it's resolved, we'll either refund the transaction or explain in writing why you're not entitled to a refund.

### 5. Setting up a SurePay instalment plan

### 5.1 What's a SurePay instalment plan?

This is an option to help you repay all or part of your credit card balance sooner, by arranging for you to pay that balance through regular monthly instalments. SurePay plans are not available on CommBank Neo cards.

Remember: when you set up a SurePay instalment plan you'll still need to meet your current and any future monthly minimum payments (see 2.7).

From the SurePay instalment plans on offer, you choose the amount you want to pay off, and when you want to have it paid off, and we'll then set up a SurePay instalment plan to help you do that.

While we'll remind you of the monthly instalments to help you pay off your SurePay instalment plan balances, keep in mind that at any time you can decide to pay only the minimum payment (see 5.5 and 5.10).

### 5.2 Types of SurePay instalment plans we may offer

- Cash advance balance plan transfer all or part of your cash advance balance into a plan.
- Card balance plan transfer all or part of your purchase balance into a plan.
- Large purchase plan transfer into a plan a purchase that you made in the past 14 days.

A maximum number of SurePay instalment plans may apply.

### 5.3 How do I set up a SurePay instalment plan?

You can apply for this online through NetBank or the CommBank app, at a branch or by calling us.

Once you pick a particular purchase or balance amount, and the number of monthly payments and related interest rate, we'll quote you a monthly amount that should cover repayment of that purchase or balance, plus interest.

We'll then include that monthly amount as part of:

- the SurePay instalment payment shown in your monthly statements (see 5.5); and
- your AutoPay amount (if you've set up AutoPay to pay the minimum amount due).

Please allow up to four business days for us to set up a SurePay instalment plan and refer to your next statement for details of your first SurePay instalment plan payment.

The monthly amounts we quote are estimates only, and you may end up paying off the SurePay instalment plan early or have a lower final payment (for example if you pay before the due date or pay extra).

## 5.4 Are there any limits on putting amounts into a SurePay instalment plan?

A minimum amount may apply to any SurePay instalment plan which we will show you when you apply to set up a SurePay instalment plan.

SurePay instalment plans are not available on non-Awards Business cards or for balance transfers.

We may also reject a request if you don't meet our criteria (e.g. have exceeded your limit or are in default).

### 5.5 What will I see on my statement?

On your statement we'll show you the portion of your closing balance that is a SurePay instalment plan/s. We'll also show you three payment amounts you can choose from:

- Main balance plus instalment. This covers your non-instalment plan balances and your monthly SurePay instalment/s – for applicable cards, pay this each month to qualify for interest-free periods on purchases not in a SurePay instalment plan.
- Instalment payment. This is your monthly SurePay
  instalment/s plus a minimum portion of your noninstalment balances (calculated as per 2.7) pay this
  each month to ensure your SurePay instalment balance is
  paid off as planned and you continue paying a minimum
  amount on your other balances.
- Minimum payment. This is the minimum amount you are required to pay (see 2.7), but may not pay your monthly SurePay instalment/s in full.

You can also choose at any time to pay a higher amount (e.g. your closing balance).

### 5.6 Can I still keep my interest-free period on purchases while I have a SurePay instalment plan?

There is no interest-free period for amounts in a SurePay instalment plan.

However, if you have a card that comes with an interest-free period on purchases, you may qualify for interest-free periods on purchases not in a SurePay instalment plan, provided each month you pay by the due date:

- the main balance plus instalment shown on your statement (see 5.5); and
- any amounts transferred to your purchases or cash advance balance as a result of cancelling a SurePay instalment plan (see 5.8).

# 5.7 What interest will I pay on the SurePay instalment plan?

When you apply to set up a SurePay instalment plan, we'll quote you an interest rate for the plan. The rate is fixed for the term of the plan. Interest is calculated separately on each plan, using the same method we use for other amounts you owe (see 3.3).

We don't charge interest on interest billed to your plan (even if that amount gets transferred to your purchases or cash advances balance).

### 5.8 Can I cancel my SurePay instalment plan at any time?

Yes, you can do this online or by contacting us. Please allow up to four business days for us to process the cancellation.

When you cancel your SurePay plan, the outstanding SurePay balance on the plan, will be transferred to your purchase balance (or cash advance balance for cash advance plans) and added to the total owing on your latest statement on the cancellation date. This means that interest will accrue on the transferred balance from the cancellation date at the purchase (or cash advance) rate. Paying this balance off immediately, rather than waiting until your next due date will minimise your interest charges.

If you have a card that comes with an interest-free period on purchases, cancelling a purchase-based SurePay instalment plan may impact your interest-free periods (see 5.6).

### 5.9 What happens when a SurePay instalment plan ends?

Your plan ends at the end of the statement period in which your last monthly instalment is due or your plan is cancelled

Any outstanding balance, such as interest, is transferred to your purchase balance (or your cash advance balance if the SurePay instalment plan was a cash advance plan).

# 5.10 What happens if I miss all or part of a SurePay instalment payment?

If you fail to make a SurePay instalment payment in a statement period, the unpaid amount will be transferred to your purchases balance (or your cash advances balance if the SurePay instalment plan was a cash advance plan) unless you have set-up AutoPay (refer to section 2.8). It will then accrue interest at the purchase (or cash advance) rate.

# 5.11 How do SurePay instalment plans affect how we apply your payments?

While you have a SurePay instalment plan, payments are applied in the following order:

- Current monthly instalments, starting with interest
- Your non-instalment-plan balances (see 3.4)
- Your remaining instalment balances

If you have multiple plans, we apply payments within these categories first to the plan with the highest interest rate.

Refunds on a purchase in a plan are not necessarily applied to that SurePay instalment plan. You can cancel the plan if it is no longer required.

By setting up a SurePay instalment plan, and having your monthly instalments paid in the order set out on the previous page, other balances that attract a higher interest rate may be repaid later.

You can tell us at any time that you don't want us to apply your payments in this way, but if you do, we'll cancel the plan (see 5.8).

### 6. Rights we have

## 6.1. When we can suspend or cancel your account or not process a transaction

- If you are in default (see 6.2).
- To protect you, or us, from fraud or other losses. This
  includes but is not limited to, where we form the view that
  a transaction may expose us to a risk of loss based on our
  credit risk assessment of you or the transaction type generally.
- To manage regulatory risk.
- For any other reason after giving you reasonable notice.

### 6.2. What we'll do if you are in default

You're in default if you don't pay your required payments on time or otherwise don't follow these Conditions of Use.

We may then send you a notice requiring you to fix the default within a certain time (at least 30 days).

### What happens next?

#### If... Then we may... You don't fix the • Decide, without further notice, that default or the the entire outstanding balance of default can't be your account is due and payable fixed within the immediately. time allowed. • Take legal action to recover any OR overdue amounts. We don't have to Close your account. give you notice • Exercise our common law right to (for example, if combine any money you have on we have made deposit with us (for example, in a reasonable transaction account) with your credit attempts to card account. locate you · Cancel any SurePay instalment plans. without success). You'll have to pay any expenses we reasonably incur in enforcing these rights. We'll debit these to your account, and they'll be payable from the debit date.

If we obtain a judgment against you:

- You must pay interest on the judgment amount at the higher of the rate set out in the order or the highest annual percentage rate under this contract.
- We calculate interest daily and debit your account with interest monthly and on the day the account is repaid in full, with the interest calculated up to the end of the day prior to debiting.

# 6.3. What happens when a card is cancelled, a stop is put on your account or your account is suspended or closed?

- You'll continue to have to pay the minimum payments and interest, fees and enforcement expenses will continue to be charged until your account is paid in full.
- You'll need to cancel and make new arrangements for any recurring payments you've scheduled from your account that may be impacted.

We will process a request to stop or close your account or cancel a card as soon as we can. You continue to be responsible for:

- Transactions made before we process your request.
- Transactions that don't require our authorisation.

Cards must be destroyed when an account is closed or a card expires or is cancelled.

If your account has a positive (credit) balance when it's closed, we may transfer that to another account in your name or to an unclaimed moneys fund or send you a cheque.

### 6.4. Things we need to do to comply with laws

To comply with laws here or overseas (for example, those that address taxation), we may require you to provide information about you or your account, or take other action, such as suspending or closing your account.

### 7. Changes to your contract

We can change your credit card features, interest rates and fees, and any other term of your contract.

If we make a change that you don't like, you can close your account at any time.

### How we tell you about changes

Change	Notice method	Minimum notice period	
Interest rate			
Interest rate changes	In writing or by advertising in the national or local media (no notice required if your rate is decreased)	No later than the day of the change	
Fees			
Introducing a new fee or increasing the amount or frequency of a fee	In writing or by advertising in the national or local media	30 days	
Credit limit			
Reducing or suspending your credit limit	In writing (no notice is required if you are in default)	As soon as practicable	
Other changes			
Changing your minimum payment or making any other change to your contract	In writing (no notice required if the change reduces your obligations but we will confirm the change no later than in your next statement)	30 days if the change is adverse to you (otherwise 20 days)	

Where we notify by national or local media, we will confirm the change no later than in your next statement. Writing includes electronic notice where you agree to receiving notice that way.

### 8. Meaning of words used in this document

Term	Meaning
account	The account we set up to record transactions under your credit card contract with us.
additional cardholder	Another person that you've allowed to have a card for your account.
AutoPay	An option to arrange for payments to be made to your credit card automatically each month.
balance transfer	An amount we pay to your credit or store card with another financial institution or third party at your request. We may agree to charge a special interest rate for a set period on this amount.
business card	A credit card we offer for business use other than a business liability credit card.
card	A credit card we issue to you or your additional cardholder to use with your account.
card scheme	Mastercard®, Visa®
cash advance	Any money you access under your account, except a purchase or balance transfer. Cash advances include:
	• ATM withdrawals (including any ATM fee)
	<ul> <li>Money withdrawn at a branch or other financial institution (if we permit this)</li> </ul>
	<ul> <li>Transfers from your account using NetBank or our CommBank app (other than through BPAY)</li> </ul>
	<ul> <li>Any balance transfers (including interest on them), once any special interest rate period has expired</li> </ul>
	Transactions for items we consider equivalent to cash, such as gambling, lottery tickets, money transfers or travellers cheques, including transactions which merchants tell us are for such items
	Dishonoured payments
device	Any equipment or device used to access your account, including a mobile phone or sticker.

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

Term	Meaning
ePayments Code	The ePayments Code published by ASIC, a copy of which is available at <b>asic.gov.au</b>
SurePay instalment plan	A plan we set up to help you pay off a purchase or part of your credit card balance (see 5.1).
non- instalment balance (or main balance)	The balance you owe us at any time less amounts in your SurePay instalment plan/s.
password	Any password or code we give a user, or that a user creates, that must be used before we process a transaction. This includes PINs, internet, phone or mobile banking passwords, and codes generated by a security token.
purchase	An amount a user pays a supplier for goods or services using a card or the account.
	This includes:
	Setting up recurring payments, for things like insurance premiums or a gym membership.
	<ul> <li>Amounts a user permits someone to charge if certain events occur (for example, when you pay for a hotel booking, but don't end up using the room).</li> </ul>
	BPAY transactions.
Schedule	The Schedule of Credit Card Particulars/ The Schedule of Particulars that sets out key details of your credit card contract that we include with your letter of offer.
user	You, any additional cardholder and anyone else you authorise to perform transactions on your account.
we and us	Commonwealth Bank of Australia (ABN 48 123 123 124, Australian credit licence 234945) and any third party to whom we assign our rights under your account.
you and your	The person who holds the account as set out in the Schedule.

# Other important documents

### 9. Credit guide

This credit guide gives you information about Commonwealth Bank of Australia, Australian credit licence 234945, and our responsible lending obligations.

### We must not enter into an unsuitable contract with you

A contract or increase in credit limit will be unsuitable if you will be unable to comply with your financial obligations under the contract without suffering substantial hardship, or if the contract does not meet your stated requirements and objectives.

We are required to make reasonable inquiries relating to your financial situation, requirements and objectives, and to take reasonable steps to verify your financial situation.

### We will provide a copy of our assessment if you ask

We are required to make an assessment that the credit contract or increase in limit is not unsuitable before we enter into a credit contract with you or agree to increase your limit.

If you ask us we will give you a copy of the assessment before entering into the credit contract or increasing your limit. You may also request a copy of the assessment within seven years of the date the contract is made or your limit is increased. If your request is made within two years, we will provide you with the assessment within seven business days of your request, otherwise we will provide it to you within 21 business days.

We will not charge you a fee.

### If you have a dispute over your credit contract

You should first discuss the matter with us to see whether we can satisfactorily resolve it by contacting us:

- Call into one of our branches or phone our Customer Relations team on 1800 805 605. If you're overseas, call +61 2 9841 7000.
- Complete the online feedback form at commbank.com.au/feedback
- Write to us at: Customer Relations, Commonwealth Bank Group, GPO Box 41, Sydney, NSW, 2001.

If we are unable to resolve the dispute to your satisfaction, you may apply to the Australian Financial Complaints Authority, or AFCA. AFCA provides fair and independent financial services complaint resolution that is free to consumers.

Before AFCA can investigate the matter, you must have first given us the opportunity to review it. The contact details for AFCA are:

Website: afca.org.au
Email: info@afca.org.au

**Telephone:** 1800 931 678 (free call)

In writing to: Australian Financial Complaints Authority,

GPO Box 3, Melbourne VIC 3001

### 10. Information statement

### Things you should know about your proposed credit contract.

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

If you have any concerns about your contract, contact us and, if you still have concerns, contact our external dispute resolution scheme, or get legal advice.

#### The Contract

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

We 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?

We have given you a copy of the contract document to keep. If you want another copy of your contract, write to us and ask for one. We may charge you a fee.

### We have to give you a copy:

- within 14 days of your written request if the original contract came into existence one 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 us 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 us 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 us the amount required to pay out your credit contract on the day you wish to end your contract.

## 5. 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.

### 6. Can my contract be changed by us?

Yes, but only if your contract says so.

# 7. Will we tell you in advance if we are 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 at least 20 days' advance written notice for:
  - A change in the way in which interest is calculated.
  - A change in credit fees and charges.
  - Any other changes by us, except where the change reduces what you have to pay or the change happens automatically under the contract.

# 8. Is there anything I can do if I think that my contract is unjust?

Yes. You should first talk to us to see if we can come to some arrangement. If we can't, you may contact our external dispute resolution scheme. External dispute resolution is a free service established to provide you with an independent mechanism to resolve specific complaints.

Our external dispute resolution provider is the Australian Financial Complaints Authority and can be contacted at **1800 931 678** (free call), **afca.org.au** or **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 **asic.gov.au** 

### 9. What do I do if I cannot make a payment?

Get in touch with us immediately. Discuss the matter and see if you can come to some arrangement. You can ask us to change your contract in a number of ways. For example:

- To extend the term of the contract and either reduce the amount of each payment accordingly or defer payments for a specified period.
- To simply defer payments for a specified period.

### 10. What if we cannot agree on a suitable arrangement?

If we refuse your request to change the repayments, you can ask us to review this decision if you think it is wrong. If we still refuse your request, you can contact the external dispute resolution scheme that we belong to. Further details about this scheme are set out on the next page in question 12.

### 11. Can you take action against me?

Yes, if you are in default under your contract. But the law says that you cannot be unduly harassed or threatened for payments. If you think you are being unduly harassed or threatened, contact our external dispute resolution scheme or ASIC, or get legal advice.

### 12. 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 us. You must attempt to resolve your complaint with us before contacting our external dispute resolution scheme.

If you have a complaint that remains unresolved after speaking to us, you can contact our 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.

Our external dispute resolution provider is the Australian Financial Complaints Authority and can be contacted at **1800 931 678** (free call), **afca.org.au** or **GPO Box 3**, **Melbourne VIC 3001**.

Please keep this information statement. You may want some information from it at a later date.

### Contact us



### By phone

#### **Australia**

13 2221 Personal and

Business Awards customers

131 576 Business

Non-Awards customers

#### USA

Mastercard: 1800 627 8372

Visa: 1866 765 9644 Other Enquiries: +61 2 9999 3283 (reverse charges) OR +61 13 2221

### Anywhere else:

Mastercard: +1 636 722 7111 (reverse charges)

Visa: +1 303 967 1090 (reverse charges) Other Enquiries: +61 2 9999 3283 (reverse charges) OR +61 13 2221



### In Person

#### Australia

Go to your nearest CommBank branch in business hours

#### International

Go to any financial institution showing the card scheme's sign.



#### Online & Mobile

### Online Support

For online support, please visit commbank.com.au/creditcards-support

### Manage your account

Please visit **netbank.com.au** to manage your account online or download the CommBank app.