

# Notice of Changes to your Bank of Queensland Credit Card Account

Effective from **30 June 2010**

In this booklet, we have included:

- Section i:** Notice of Changes to your Credit Card Terms and Conditions
- Section ii:** Notice of Changes to your Non-Cash Payment Facilities Terms and Conditions
- Section iii:** Notice of Changes to your Q Rewards Program Terms and Conditions
- Section iv:** Notice of Changes to the complimentary Insurance Policies provided with your Account

These changes form part of, and must be read in conjunction with, the existing Terms and Conditions for your Account. Changes that vary the meaning of your existing Terms and Conditions are included in this booklet together with changes that have been made to improve the flow of the Terms and Conditions. Each of the changes will be effective **30 June 2010** and will appear in the revised version of the Terms and Conditions; copies of which can be requested by visiting us at [www.boq.com.au/termsconditions](http://www.boq.com.au/termsconditions) or by calling 1300 55 72 72. Gold and Platinum Cardholders should call 1300 72 31 34.

## Interpretation of this Notice

1. Text set out in square brackets is used to help describe or explain changes and is not intended to replace text in your Terms and Conditions document.
2. If a clause or sub clause is not specifically mentioned in this document it remains unchanged, or was an insignificant change that did not warrant listing, e.g. grammatical changes.
3. Clause numbers as listed in this notice relate directly to the clause numbers in your current Terms and Conditions.



4. Where a clause has been deleted any subsequent clauses will be renumbered accordingly in the revised Terms and Conditions document effective on 30 June 2010 for example if a sub clause (a) is deleted, sub clause (b) will become (a) in the revised version. Where a new clause or sub clause is inserted it will be numbered in this notice as if it were inserted into the existing Terms and Conditions and then re-numbered in the revised version for example a new clause may appear as (h) in this notice but may appear as (g) in the revised version.

It is important that you read this booklet carefully to understand how any of the changes may impact your Account and retain it for your records.

## **Section i            Changes to your Credit Card Terms and Conditions**

Your loan contract is made up of:

- the pre-contractual statement (the document that you receive from us upon opening your Account, which contains a table of financial information including applicable credit fees and charges (the Financial Table); and
- these Terms and Conditions; and
- if your Account allows you to participate in Q Rewards®, the Q Rewards® Terms and Conditions;
- any variation to the Financial Table or these Terms and Conditions that:
  - you agree to, for example, if you accept a Special Promotion; or
  - we tell you about under clause 18 "Variation".
  - where you use a Card or a non cash payment facility (such as Internet or telephone banking, EFTPOS, ATM, direct debit and BPAY®) to access your Account, that access is governed by our separate Non-Cash Payment Facilities Terms and Conditions. If your Account allows you to participate in Q Rewards, that participation is governed by our separate Q Rewards Terms and Conditions. These are separate but related contracts between you and us.

You can get a copy of any of Bank of Queensland Credit Card Terms and Conditions by calling us or visiting us at [boq.com.au](http://boq.com.au).

## **Section i            Changes to your Bank of Queensland Credit Card Terms and Conditions**

The following definitions have been inserted, amended or deleted as set out below:

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

statement of Account. Any new or varied rate will be notified to you in the manner described in clause 18, "Variation".

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

**Citishare Network** All ATM Networks and institutions participating in the Networks that have contracted with Citishare Corporation to permit Cardholders to use Cards at the ATMs of the participating institutions. This term does not include any institutions at which Cardholders may use their Card using networking arrangements made by the VISA and MasterCard organisations. Transactions processed through the Citishare Network include international ATM Cash Advance Transactions using MasterCard cards, international VISA debit Card Transactions, or Transactions in which a Card is used at a Citibank ATM.

**Financial Table** is the document to which your Card was attached when you received it from us upon opening of your Account that contained the table of applicable fees and charges. This document forms part of your pre-contractual statement and can be varied from time to time in accordance with clause 18 of these Terms and Conditions.

**Minimum Payment Due** The payment that you must make to keep your Account in order. The Minimum Payment Due is an amount calculated in the method set out in the Financial Table in relation to the balance outstanding at the end of that Statement Period. It is shown on your statement, and must be paid by the Payment Due Date.

**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** is the amount by which your Account balance exceeds your Credit Limit, Overlimit Amounts are shown on your statement and are payable from the date you exceeded the Credit Limit.

**Payment Due** The amount, advised to you on your statement which must be paid by the Payment Due Date. In addition to the Minimum Payment Due it includes any Overdue Amounts which are payable immediately. Overlimit Amounts are shown separately on your statement and are payable immediately.

[ We have changed the term "Total Payment Due" to "Payment Due" and all references in the Terms and Conditions and any other terms and conditions relating to your Account have been amended accordingly. The term "Total Payment Due" no longer has any meaning in relation your Account.]

**Security Code** means:

(a) information:

- the content of which is known to the Cardholder and is intended to be known only to the Cardholder;

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

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

**Statement Period** The period to which a statement applies, usually about 30 days. The actual number of days in a Statement Period varies, depending on the length of months, when your Account was opened and when Business Days occur.

**Terms and Conditions** These terms and conditions and any other document we give you which forms part of the terms and conditions of your Account.

**Total Cash Limit** The total amount of Cash Advances that can be made on your Account at any time. The Total Cash Limit is a proportion of your Credit Limit and will appear on your statement of Account.

The following clauses have been inserted, amended or deleted as set out below:

Clause	
1.2	<p><b>Interpretation [this is a new sub clause]</b></p> <p>(1) In these Terms and Conditions, unless the context requires another meaning, a reference:</p> <ul style="list-style-type: none"> <li>(a) to the singular includes the plural and vice versa;</li> <li>(b) to a document (including these Terms and Conditions) is a reference to that document as amended, consolidated, supplemented, novated or replaced;</li> <li>(c) to a party means a party to these Terms and Conditions;</li> <li>(d) to a person (including a party) includes an individual, company, other body corporate, association, partnership, firm, joint venture, trust or government agency, and it also includes the person's successors, permitted assigns, substitutes, executors and administrators;</li> <li>(e) to a law is a reference to that law as amended, consolidated, supplemented or replaced.</li> </ul> <p>(2) Where a word or phrase is defined, its other grammatical forms have a corresponding meaning.</p> <p>(3) Headings are for convenience only and do not affect interpretation.</p>

3	<p><b>Credit Limit and Available Credit</b></p> <p>(a) Your initial Credit Limit was set out in your Financial Table. Your Credit Limit may change from time to time under agreement with us. Any change to your Credit Limit will be confirmed in writing by us.</p> <p>(b) If a Transaction amount is more than the amount of Available Credit on the date of the Transaction (an "over limit Transaction"), we may, without telling you, and even if we have previously allowed over limit Transactions:</p> <p>(i) not process the Transaction; or</p> <p>(ii) stop payment of that Transaction and reverse all entries in respect of it.</p> <p>But because many Cardholders prefer to have over limit Transactions processed, rather than rejected, our automated systems include rules that will allow some over limit Transactions to be processed, for which a fee will be charged, as set out in your Financial Table.</p> <p>(d) You must repay immediately any credit made available to you in excess of your Credit Limit, even if we allowed the Transaction. The Overlimit Amount, will be noted on your statement and is payable as at the date the Account balance exceeded the Credit Limit. If not already paid at the time you receive your statement it must be paid in addition to the Payment Due.</p> <p>(e) [this sub-clause has been deleted]</p>
5	<p><b>Using the Account, Card or Identifier</b></p> <p>(b) If a Card scheme rule allows, we may decide not to process any Transaction or credit to your Account by a Merchant, if we reasonably suspect that the processing or crediting may lead to or is connected to a breach of your obligations to us or your or our obligations under any law. For example, where we believe there is a risk of fraud or that legal sanctions prevent the Transaction being processed. These decisions will usually be made automatically by our computer systems using rules that we believe strike a reasonable balance between, for example, preventing fraud and allowing you to use your Account as you wish. We cannot and do not promise to prevent fraud on your Account. You should advise us immediately about unsuccessful transactions that you believe ought to have been processed, and suspicious Transactions that have been processed. See clause 19 "Error/Dispute Resolution".</p>

<p>5 (cont.)</p>	<p>(c) A Card must not be used:</p> <ul style="list-style-type: none"> <li>(iii) to transact with a Merchant (other than a publicly listed company) in which the Cardholder has an ownership interest;</li> <li>(iv) for unlawful activities; or</li> <li>(v) for business Transactions (transactions that are not wholly or predominantly for personal, domestic or household purposes)</li> </ul>
<p>10</p>	<p><b>Paying the Account</b></p> <p>(a) You must pay the Minimum Payment Due plus any Overdue Amounts and Overlimit Amounts each Statement Period. Paying these amounts does not mean that you will be eligible for interest free days. See clause 14 "Interest Charges" for the terms and conditions for interest charges.</p> <p>(b) Unless we tell you otherwise:</p> <ul style="list-style-type: none"> <li>(ii) a payment is not received until it is credited to your Account. Payments we receive after 4pm (EST) on a Business Day or on any time on a day that is not a Business Day may not be credited to your Account on the same Business Day. The proceeds of cheques will not be available until the cheque clears; and</li> </ul>
<p>11</p>	<p><b>Account in Credit</b></p> <p>If your Account has a credit balance for a prolonged period, we may choose to suspend or close your Account after giving you reasonable notice that we intend to do so. We may send you a cheque for the "Net Credit Amount", being the amount of the credit balance (excluding uncleared funds) up to the date of the refund.</p> <p>[sub-clauses (a) and (b) have been deleted]</p>
<p>12</p>	<p><b>Application of Payments</b></p> <p>We apply payments to your Account in the following order, considering the Transactions and credit plans outstanding on your Account:</p> <ul style="list-style-type: none"> <li>• Any expenses incurred enforcing these Terms and Conditions. Refer to clause 13 "Fees, Charges and Expenses".</li> <li>• Interest charges</li> <li>• Late Payment Fee</li> </ul>

<p>12 (cont.)</p>	<ul style="list-style-type: none"> <li>• Balance Transfers and Special Promotions; if more than one Balance Transfer or Special Promotion applies to the Account, repayment will be applied first to the plan with the lowest Annual Percentage Rate, then to the plan with the next lowest Annual Percentage Rate, and so on, in ascending order. If the same Annual Percentage Rate applies to two plans, payment will first be applied to the plan having the earlier expiry date. If one of those plans does not have an expiry date, payment will first be applied to that plan. Upon expiry of any Balance Transfer or Special Promotional plan any remaining balance will revert to the Annual Percentage Rate for Cash Advances and payments will then be allocated in the order of Cash Advance Transactions.</li> <li>• Retail Purchases that have already appeared on a statement of Account in the order they appeared on the statement</li> <li>• Cash advances that have already appeared on a statement of Account in the order they appeared on the statement</li> <li>• All other fees and charges</li> <li>• Balance Transfers and Special Promotions that have not yet appeared on a statement of Account</li> <li>• Retail Purchases that have not yet appeared on a statement of Account, and</li> <li>• Cash advances that have not yet appeared on your statement of Account.</li> </ul> <p>You may contact us for more information about how a particular payment will be allocated to your Account.</p>
<p>13</p>	<p><b>Fees, Charges and Expenses</b></p> <p>Subject to any law that limits our right to do so, we will charge your Account with:</p> <ol style="list-style-type: none"> <li>(a) the fees and charges set out in your Financial Table and any new or varied fees and charges that we notify you of under clause 18, "Variation";</li> <li>(b) all government taxes (including any goods and services tax), duties and charges that relate to your Account or its operation (including those imposed on the use of the Card or on Transactions);</li> <li>(c) the amount or the Australian dollar equivalent (reasonably determined by us on the basis set out in clause 23 "International Transactions"), of any fee any Network or other person charges us for services on your Account; and</li> <li>(d) any expenses we reasonably incur enforcing these Terms and Conditions against you if you breach the Terms and Conditions (although you may dispute these expenses under clause 19 "Error/Dispute Resolution").</li> </ol>

14	<p><b>Interest Charges</b></p> <p>(b) We calculate interest charged using our Annual Percentage Rates. Those rates were set out in your Financial Table and appear on your Statement of Account. Any new or varied rate will be notified to you in the method set out in clause 18 "Variation". Different Annual Percentage Rates may apply to different charges on your Account. To calculate the daily interest charge we multiply the applicable Daily Percentage Rate for each type of daily unpaid balance on your Account by that balance. The daily interest charge for your Account is the sum of all of these amounts.</p> <p>The <b>Daily Percentage Rate</b> is the applicable Annual Percentage Rate divided by 365.</p> <p>(f) Cash Advances, Balance Transfers and Special Promotions</p> <p>Paragraph (e) "interest free days" does not apply to Cash Advances, Balance Transfers and Special Promotions, nor the interest charges, fees, charges and expenses applicable to these Transactions. These amounts are charged interest from their Transaction Date (for Transactions) or the day they are charged to your Account, until repaid in full.</p>
15	<p><b>Balance Transfers and Special Promotions</b></p> <p>We may offer a Balance Transfer or a Special Promotion on any terms and conditions that we determine, including:</p> <ul style="list-style-type: none"> <li>(i) what Transactions are eligible; and</li> <li>(ii) the period of time for which each offer will run.</li> </ul> <p>Each Balance Transfer and Special Promotion has its own terms and conditions which to the extent different will operate as a variation to these Terms and Conditions.</p> <p>[sub-clauses (a), (b) and (c) have been deleted]</p>
16	<p><b>Default and cancellation and suspension of Account access</b></p> <p>(a) Your Account will be in default:</p> <ul style="list-style-type: none"> <li>(i) if, in respect of a Statement Period, you fail to pay at least the Payment Due and any Overlimit Amount by the Payment Due Date for that Statement Period; or</li> </ul>

16  
(cont.)

(ii) we reasonably believe that:

- we extended credit or issued a Card or Cheque because of fraud or misrepresentation;
- there has been fraud or misrepresentation in any operation on your Account; or
- by allowing you to keep using a Card or Cheque or your Account you may cause us, you, or an Additional Cardholder loss, or may cause us to breach any law or Card scheme rule;
- a Card, Security Code or a process intended to prevent Unauthorised Transactions has been compromised;
- if you have breached any other of these Terms and Conditions; or

(b) If your Account is in default we may, take some or all of the following actions:

- (i) close, cancel or suspend your Account, (including the right to use any Card or Identifier or Cheque);
- (ii) keep a Card presented to us or refuse to reissue, renew, or replace any Card or Cheque;
- (iii) refuse to authorise any Transaction or honour any Cheque;
- (iv) give notice of any cancellation, suspension or refusal to any Merchant, credit bureau or to any other person;
- (v) restrict access to your Account;
- (vi) require you to pay all or part of the outstanding balance of your Account;
- (vii) transfer the balance of your Account to another account under our control; and
- (viii) combine your Account with any or all of your other account(s) with us or set off balances as set out in clause 16(e) below.

In most circumstances, if your Account is in default, before we exercise our rights, we will give you notice stating that you are in default specifying how and when you must remedy the default. If you do not remedy the default before the expiry of the time specified in the notice, or if there is a default that cannot be corrected, we may take appropriate action depending on the seriousness of the default, which may include giving you notice that the balance owing on the Account becomes immediately due for payment

<p><b>16</b> <b>(cont.)</b></p>	<p>The balance owing on your Account will become immediately due for payment without the need for prior notice if we:</p> <ul style="list-style-type: none"> <li>(i) reasonably believe that you fraudulently induced us to enter into this contract;</li> <li>(ii) cannot locate you having made reasonable attempts to do so; or</li> <li>(iii) have the authority of a court or a tribunal to do so.</li> </ul> <p>If we do not give you notice before we take the action, we will advise you of the action we have taken as soon as possible. You can challenge our action using the Error/Dispute Resolution procedure in clause 19 "Error/Dispute Resolution". If you have not closed or cancelled your Account (see clause 17 "Closing your Account" below) we will promptly reverse the action once we know that the circumstances that cause us to take action no longer apply.</p> <ul style="list-style-type: none"> <li>(c) If your Account is closed or cancelled or suspended for any reason, you must continue to pay us at least the Payment Due and the Overlimit Amount each Statement Period until the outstanding balance of your Account has been paid. Interest, fees, charges and expenses will accrue until you pay the full outstanding balance.</li> <li>(d) Suspension, cancellation or closure of your Account or a Card does not affect any obligations that arose before or after the cancellation suspension or closure.</li> <li>(e) If your Account is in default as described in clause 16(a), we may combine your Account with any one or more of your non-credit card accounts with us, or set off balances or parts of balances in your Account against money that we owe you or your outstanding liabilities to us. If we decide to exercise this right and have not given you prior notice we will tell you promptly afterwards. The consequence of accounts being combined will be that one balance remains and if that is a debit balance, you will remain liable to us for that amount. The consequence of "set off" is that amounts that we owe to each other are reduced by the same amount. If we exercise either of these rights your Account will continue to be unsecured.</li> </ul> <p>[sub-clauses (f), (g) and (h) have been deleted]</p>
<p><b>17</b></p>	<p><b>Closing your Account</b></p> <p>b(i) [the reference to clause 16(d) is replaced with a reference to clause 16 (c)]</p>

<p><b>18</b></p>	<p><b>Variation</b></p> <p>(c) Subject to paragraph (d), We will tell you about a variation by writing to you at your last known address. We may also use any other methods allowed by applicable laws and the Code of Banking Practice. The notice will set out required particulars of the change, including the date on which it takes effect.</p> <p>(d) [This clause has been deleted]</p> <p>(h) [this is a new sub-clause] If we notify you that we have varied these Terms and Conditions and you do not wish to continue your Account you should notify us that you wish to close your Account. If your credit contract with us has ended before the date on which the variation takes effect, then the variation will not apply to you. How you can close your Account and when your credit contract ends is described above in clause 17 "Closing your Account".</p>
<p><b>19</b></p>	<p><b>Error/Dispute Resolution</b></p> <p>(a) A Cardholder must tell us promptly if he or she has a complaint or believes that an error has occurred on the Account. You can lodge a complaint by:</p> <ul style="list-style-type: none"> <li>(i) calling us;</li> <li>(ii) writing to us at the address at the back cover of these Terms and Conditions</li> <li>(iii) by visiting our Bank of Queensland Online secure website; or</li> <li>(iv) by visiting a Bank of Queensland branch.</li> </ul> <p>(b) If you are not satisfied with the result of your complaint, you can raise it with the Financial Ombudsman Service Limited at:</p> <p>GPO Box 3  Melbourne  VIC 3001  Telephone 1300 78 08 08  <a href="http://www.fos.com.au">www.fos.com.au</a></p> <p>(e) You must comply with any reasonable request we make for further information in any form (including a statutory declaration).</p>

20	<p><b>Responsibility for Recurring Instructions and Goods and Services Supplied</b></p> <p>(a) Unless the law requires, we are not responsible for any goods or services Merchants supply to Cardholders or a Recurring Instruction by a Cardholder to a Merchant.</p> <p>(b) If a Recurring Instruction is in place and:</p> <ul style="list-style-type: none"> <li>(i) your Account is suspended, cancelled or closed; or</li> <li>(ii) your Card is re-issued with a different number, you must change the Recurring Instruction with the Merchant immediately. If you do not, we may: <ul style="list-style-type: none"> <li>1. refuse or approve authorisation of any Recurring Instruction Transaction;</li> <li>2. tell the Merchant your Account status; and</li> <li>3. cancel the Recurring Instruction for you without telling you.</li> </ul> </li> </ul> <p>(c) Even if you make a complaint to or dispute a Transaction with a Merchant you must still pay us all amounts and charges charged to your Account other than amounts in respect of Chargebacks under clause 19(d) "Error / Dispute Resolution".</p>
21	<p><b>Limits on Cash</b></p> <p>(a) Daily and weekly Cash Advance minimum and maximum limits may apply to Electronic Equipment. We will advise you of these limits before your first use of the Electronic Equipment. Merchants or we may set minimum and maximum Cash Advance amounts.</p> <p>(b) In addition there is a limit to the amount of Cash Advances you can draw. This is the Total Cash Limit and it is a proportion of your Credit Limit. The Total Cash Limit is not a limit in addition to your Credit Limit. You can get Cash Advances up to your Total Cash Limit as long as this will not take you above your Credit Limit. Because of the way payments are allocated to your account, once you have drawn Cash Advances up to your Total Cash Limit you will only be able to get further Cash Advances once your Closing Balance is reduced to less than your Total Cash Limit. The amount which you will be able to get as a Cash Advance will be the difference between the Closing Balance and the Total Cash Limit. For example, if your Total Cash Limit is \$2,000 and the Closing Balance is \$1500, you will be able to withdraw up to \$500 in Cash Advances.</p>

22	<p><b>Limits on Use of Electronic Equipment</b></p> <p>(b) Merchants and ATM providers decide what types of transactions are available with their Electronic Equipment. They may not be the same as the transactions available through our Electronic Equipment. We make no promises that you or an Additional Cardholder will not suffer any loss or inconvenience because a particular piece of Electronic Equipment does not offer your proposed transaction type when you or an Additional Cardholder seeks to use it. Our promotional material displayed on any premises shall not be taken as a representation or warranty by us or the Merchant that all goods and services offered by the Merchant may be purchased by use of any of those facilities.</p>
23	<p><b>International Transactions</b></p> <p>Transactions made in a currency other than Australian dollars will be converted to Australian dollars in the following ways:</p> <p>Unless set out specifically below, Transactions in foreign currencies are converted from the original currency into United States dollars, and then into Australian dollars, in the following ways:</p> <p>Transactions made using VISA Cards in Canadian dollars, Singapore dollars, New Zealand dollars, Euros, Pounds Sterling or Japanese Yen are converted directly into Australian dollars.</p> <p>Each of MasterCard, VISA and Citishare Network converts Transactions using conversion rates based on wholesale rates and set in accordance with its rules. When we receive the Australian dollar amount from MasterCard, VISA or Citishare Network, we then charge an International Transaction Fee as set out in your Financial Table (also, see clause 13 "Fees, Charges and Expenses) and charge the resulting Australian dollar amount to your Account. This amount may include any fees and charges any third party (including any Network) charges us. Because of these processes and the rates used in them the Australian dollar amount that we charge you will usually be different to the amount that you may have calculated at the time you initiated the Transaction.</p>

25	<p><b>Refusal to Allow Use of Card or Account</b></p> <p>There may be instances where a Merchant does not accept a Card or Cheque or otherwise give credit to a Cardholder. Promotional material displayed on any premises is not a representation by us that you will be able to purchase goods and services from that Merchant using your Account.</p>
27	<p><b>Certificate</b></p> <p>A signed certificate from us:</p> <ul style="list-style-type: none"> <li>(a) stating your liability to us will be evidence of the amount you owe us at the date of the certificate unless shown to be incorrect. You are also liable for Transactions which we don't know about at that date; or</li> <li>(b) giving copies of any documents or records we have about your Account or any application for your Account, will be evidence at the date of the certificate of what is contained in those records unless shown to be incorrect.</li> </ul>
28	<p><b>Notices</b></p> <ul style="list-style-type: none"> <li>(a) The parties can give notice to each other under these Terms and Conditions by post, facsimile or in any manner permitted by law.</li> <li>(b) If we give notice to you by post, you agree that, unless otherwise stated in these Terms and Conditions. The notice is deemed to have been given to you: <ul style="list-style-type: none"> <li>(i) on the date of actual receipt of the notice or on the date would have been delivered in the ordinary course of post, whichever occurs first; and</li> <li>(ii) if sent to your last known address according to our records.</li> </ul> </li> </ul>

<p><b>28 (cont.)</b></p>	<p>(c) The Additional Cardholder agrees that, except where separate notices are required to be given by law, notice given by us to you in accordance with these Terms and Conditions constitutes notice to the Additional Cardholder.</p>
<p><b>30</b></p>	<p><b>Applicable Law</b></p> <p>These Terms and Conditions are intended to be interpreted in accordance with Australian laws. Bank of Queensland and you agree not to attempt to involve any court or tribunal in a dispute touching on these Terms and Conditions other than a court or tribunal established under Australian laws.</p> <p>[sub-clauses (a), (b) and (c) have been deleted]</p>
<p><b>31</b></p>	<p><b>No Tax Advice</b></p> <p>We cannot advise you about the tax treatment of our credit products. You should get your own taxation advice about how the product might affect your tax situation.</p>
<p><b>33</b></p>	<p><b>Financial Difficulty</b></p> <p>If you are in a situation where you are experiencing financial difficulty, please contact us as soon as possible on 1300 55 72 72.</p>
<p><b>34</b></p>	<p><b>Assignment</b></p> <p>Subject to applicable laws, including the Credit Codes, we may assign any of our rights, title and interest under these Terms and Conditions (including your Account) to any institution, corporation or person without your consent. We will notify you of any assignment of any of our rights, title and interest that relate to your Account or related arrangements if they have the effect of replacing us as the provider of credit to you, replacing us as the entity responsible for decisions about your Account, cause detriment whether financial or otherwise to you, or limit or reduce your rights under these Terms and Conditions. If we notify you of an assignment and you do not wish to continue your Account you should notify us that you wish to close your Account. How you can close your Account and when your credit contract ends is described above in clause 17 "closing your Account". Neither you nor any Additional Cardholder may assign your or their rights and obligations under these Terms and Conditions (including your Account) without our consent.</p>

<b>38</b>	<p><b>Commission</b></p> <p>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.</p>
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## Section ii **Notice of Variation of your Non-Cash Payment Facilities Terms and Conditions**

### Part I – Features

The following information has been inserted or amended as set out below:

#### Disputes and Complaints

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

- call us;
- write to us;
- visit our Bank of Queensland Online secure website; or
- visit a Bank of Queensland branch

If you are not satisfied with the result of your complaint, you can raise your complaint with the Financial Ombudsman Service Limited at:

GPO Box 3  
 Melbourne VIC 3001  
 Phone: 1300 78 08 08  
[www.fos.org.au](http://www.fos.org.au)

### Part II – Features

The following definition has been deleted:

**(36) Payment Cut-off Times** This term has been deleted.

The following clauses have been inserted, amended or deleted as set out below:

Clause	Text
<b>5</b>	<p><b>Variation</b></p> <p>5.1 Subject to clause 5.3, we may at any time vary these Terms and Conditions by giving you reasonable written notice.</p> <p>5.3 Where permitted by law including the Code of Banking Practice and the Electronic Funds Code of Conduct, we may give you notice of variation of these Terms and Conditions by displaying a notice on or within the immediate vicinity of the site of Electronic Equipment or by press advertisement.</p>

**Cancelling a Payment Facility**

7.1 If we reasonably believe that:

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

that urgent action is required to prevent loss or breach, we have the right to take proportionate action to prevent this. We may do so by suspending or cancelling a Non-Cash Payment Facility or your access to it at any time without notice to you. We will promptly reverse the action when the circumstances that caused us to take action no longer apply. You can challenge our action using the procedure in clause 21 "Errors and Questions".

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

- (1) we reasonably believe your or an Additional Cardholder's Card, Code or Identifier are being used, or will be used, in a way that will cause loss to you or us;
- (6) we close your Account in accordance with Terms and Conditions.

7.3 If we cancel a Non-Cash Payment Facility we will give you reasonable notice that we will do so unless clause 7.1 applies.

7.4 If your access to Internet Banking or the Customer Contact Centre is cancelled, we may refuse any Transaction you or any Additional Cardholder initiates through Internet Banking or the Customer Contact Centre by giving you reasonable notice unless clause 7.1 applies.

<p><b>7 (cont.)</b></p>	<p>7.7 The operation of Non-Cash Payment Facilities is subject to many variables as described in clause 13.2, and we are responsible for seeking to identify, mitigate and manage risks. As part of that management, we or our automated systems may from time to time conclude that there is a need to cancel, suspend or terminate access to any Non-Cash Payment Facility in response to a perceived risk. We do not promise that this cancellation, suspension or termination will not affect you or an Additional Cardholder. As such, we are not in breach of these Terms and Conditions and are not liable to you or any Additional Cardholder for any loss or damage suffered as a result of any cancellation, suspension or termination under this clause 7.</p>
<p><b>10</b></p>	<p><b>Assignment and Transfer of Interest</b>  <b>[This Clause has been deleted]</b></p>
<p><b>11</b></p>	<p><b>Recording Conversations</b>  Conversations between any officer or employee of Bank of Queensland and you or any other person authorised to operate your Account may be recorded. We may use the recording (or any transcript of the recording) in any proceedings that may be commenced in connection with these Terms and Conditions.</p>
<p><b>13</b></p>	<p><b>Extent of Liability</b></p> <p>13.2 The Non-Cash Payment Facilities provided under this agreement are intended to be generally available for reasonable use. However, the facilities depend on a series of services, some of which are provided by us and our affiliates, and others provided by unrelated parties. Correct operation of the services depends on networks, machines, and devices (such as the Card), many of which are not under our control. We do not promise that all of these services (including ones that we do control) will be constantly available at full performance. This means that sometimes, when you or an Additional Cardholder wish to transact, it may not be processed immediately and in some circumstances it may not be processed at all. The following are some examples of events that might cause less than full performance:</p> <p>(1) malfunctions of telephone lines or ancillary equipment, personal computer terminal, related facilities, mobile phones and other handheld devices, or other software or hardware belonging to or operated by you and/or an Additional Cardholder;</p>

13  
(cont.)

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

Our liability for these events is limited to the conditions and warranties imposed on us by laws such as the Trade Practices Act, fair trading legislation, or other laws which may imply warranties into the contract to protect you, such as a promise that the services are fit for their intended purposes. These laws may allow us to exclude liability if you acquire services as part of a business. To the extent permitted by law, we exclude liability under implied statutory conditions and warranties, or limit our liability under such warranties and conditions to supplying the services again or paying the cost of that resupply. This clause does not limit our liability under clause 24 "Malfunction of Electronic Equipment or System" where failures of our equipment cause you loss, and does not limit your right to raise a dispute.

<p><b>13 (cont.)</b></p>	<p>13.3 If you instruct us to debit or credit your account under a direct debit arrangement we use reasonable endeavours to follow those instructions, but we are not acting as your agent or the agent of another person. If we act as you instruct us, or if we are delayed in acting as you instructed us, you might suffer loss or damage. You will be liable for any loss or damage which you suffer if we act as you instruct us except to the extent that the loss or damage was caused by our fraud or negligence.</p> <p>[sub-clause 13.4 and 13.5 have been deleted]</p>
<p><b>15</b></p>	<p><b>Governing Law and Jurisdiction</b></p> <p>These Terms and Conditions are intended to be interpreted in accordance with Australian laws. Bank of Queensland and you agree not to attempt to involve any court or tribunal in a dispute touching on these Terms and Conditions other than a court or tribunal established under Australian laws.</p>
<p><b>16</b></p>	<p><b>Application</b></p> <p>16.1 This Section B applies to all Transactions involving use of a Card and where applicable, to Internet Banking and the Customer Contact Centre.</p> <p>These Terms and Conditions are to be read together with your Account Conditions. You should ensure that you and all Additional Cardholders have read the Account Conditions. Subject to the exceptions set out in these Terms and Conditions and the Account Conditions, you are responsible for all amounts drawn from an Account and any losses incurred by us in connection with the drawing. You may cancel a Card at any time by phoning us. You shall remain responsible for all amounts withdrawn by use of a Card supplied to you and any Additional Cardholders until we receive notice from you cancelling the Card.</p> <p>The issue of a Card where you require at least two signatories to operate on the Account is at our discretion and signatories will be jointly and separately liable.</p>

**Limits on Use**

- 17.1 Daily and weekly minimum and maximum limits may apply to how much cash can be withdrawn using Electronic Equipment and you will be informed of those limits prior to your first use of the Electronic Equipment. In certain circumstances you may apply to have your daily limit increased temporarily by contacting Customer Contact Centre. Any increase of a daily withdrawal limit will be subject to our approval. Merchants, ATM providers or Bank of Queensland may set minimum and maximum cash withdrawal amounts. For more information on daily limits contact Customer Contact Centre.
- 17.2 Transactions made using a Card or Electronic Equipment may be limited to minimum and maximum amounts in any specified period and to multiples of any amounts. Limits may vary between Electronic Equipment.
- 17.3 Merchants and ATM providers decide what types of transactions are available with their Electronic Equipment. They may not be the same as the Transactions available through our Electronic Equipment. We make no promises that you or an Additional Cardholder will not suffer any loss or inconvenience because of a particular piece of Electronic Equipment does not offer your proposed Transaction type when you or an Additional Cardholder seeks to use it. Our promotional material displayed on any premises shall not be taken as a representation or warranty by us or the Merchant that all goods and services offered by the Merchant may be purchased by use of any of those facilities.

<p><b>25</b></p>	<p><b>Use of Card, Internet Banking and the Customer Contact Centre outside Australia</b></p> <p>25.1 All cash withdrawals made by use of the Card:</p> <ol style="list-style-type: none"> <li>(1) shall be in a currency permitted in the country where the Transaction is effected; and</li> <li>(2) when a Card is used outside Australia, Transactions effected in a currency other than Australian dollars will be converted to Australian dollars using rates that we, or the Network which is performing the conversion, determine to be appropriate rate for foreign exchange transactions for the relevant currencies on the relevant days. Additional details on international Transactions are contained in the Account Conditions.</li> </ol> <p>25.4 The use of the Card, Internet Banking and the Customer Contact Centre outside Australia is also subject to the laws and sanctions of Australia, the USA, and the country in which you use or try to use those facilities. We make no promises that you or any Additional Cardholder will be able to use those facilities outside of Australia.</p>
<p><b>28</b></p>	<p><b>Transactions</b></p> <p>28.1 A Transaction made through Electronic Equipment may be processed to the Account on the day that you make it or the following Business Day, depending on any cut off times applied by the operator of that equipment. Where we are the operator of the Electronic Equipment, a Transaction made after 4pm (EST) on a Business Day or at any time on a day that is not a Business Day may be processed on the following Business Day.</p>

33	<p><b>Currency of Information</b></p> <p>33.2 We will do everything possible to ensure that Internet Banking is available 24 hours a day, seven days a week and that the information available is correct and up to date. However, there may be circumstances beyond our reasonable control which may result in the temporary failure of Internet Banking. We do not promise that your experience of Internet Banking will be uninterrupted and that information available will be correct and up to date in the event of temporary failure of Internet Banking. In the event of such unavailability, you may use other Non-Cash Payment Facilities to conduct Transactions, or visit an Australia Post office, during their hours of operation to make a payment to the Account.</p>
34	<p><b>Transfers and Payments</b></p> <p>34.2 Funds can be transferred between any of your Accounts. A funds transfer constitutes a cash advance from the account from which you make the transfer or payment and a deposit to the account to which you make the transfer or payment. If you make a transfer after 4pm (EST) on a Business Day or at any time on a day that is not a Business Day your Transaction may not be processed until the following Business Day.</p> <p>Please be aware that we do not promise that the funds will be received by the times referred to in this clause where there are circumstances beyond our reasonable control that prevent receipt. For examples of relevant circumstances, see clause 13.</p>
38	<p><b>Currency of Information</b></p> <p>38.2 We will do everything possible to ensure that the Customer Contact Centre is available 7am to 7pm local time, Monday to Saturday and that the information available is correct and up to date. However, there may be circumstances beyond our reasonable control which may result in the temporary failure of Customer Contact Centre We do not promise that your experience of the Customer Contact Centre will be interrupted and that information available will be correct and up to date in the event of temporary failures of Customer Service Centre. In the event of such unavailability, you may use other Non-Cash Payment Facilities to conduct Transactions, or visit an Australia Post office, during their hours of operation to make a payment to the Account.</p>

44	<p><b>Cancelling Recurring Instructions</b>  <b>[this is a new clause]</b></p> <p>44.1 You are encouraged to maintain a record of any regular payment arrangements (including direct debits and periodic payments) that you have with a Merchant or a service provider.</p> <p>44.2 To change or cancel any regular payment arrangements, you should contact the Merchant or the service provider at least 15 days prior to the next scheduled payment. The financial institution must accept the Merchant's transaction until you have successfully cancelled your regular payment arrangement. Please retain a copy of your request to change or cancel any regular payment arrangements with a Merchant or a service provider. You have the right to challenge a transaction if a Merchant or a service provider has not acted in accordance with your instructions.</p> <p>44.3 If your Account is closed or your Card number is changed, for example as a result of your previous Card being lost or stolen, you must contact the Merchant or service provider to cancel or change the details of your existing regular payment arrangements.</p>
53	<p><b>Indemnity</b>  <b>[This clause has been deleted]</b></p>
60	<p><b>Cut Off Times</b></p> <p>Generally, any withdrawal or deposit will be processed on the day the instructions are received, provided your instructions are complete and received by us before 4pm (EST) on any Business Day (excluding days which are public holidays in Sydney). Any Transaction outside these times may be processed on the following Business Day. A Payment may take longer to be credited to a Biller if you tell us to make a payment on a Saturday, Sunday or a public holiday or if another participant in the BPAY® Scheme does not process a payment as soon as they receive its details.</p>

**Section iii      Notice of changes to your Q Rewards Terms and Conditions**

The following clauses have been inserted, amended or deleted as set out below:

<b>Clause</b>	<b>Text</b>
<b>3</b>	<b>Accumulation of Reward Points</b> 3.2 [this sub clause has been deleted] 3.5 Your monthly statement will show your current Reward points balance. If you are in breach of your Credit Card Terms and Conditions or your Account is suspended, your Reward points balance will be a zero balance. If your Account is returned to good standing, we will reinstate your right to participate in Q Rewards® unless we reasonably believe that the points were not properly earned.
<b>4</b>	<b>Duration and Loss of Reward Points</b> 4.2 We may suspend or exclude you from participation or continuing to participate in Q Rewards® if: (i) in our reasonable opinion, any Eligible Cardholder has materially breached these Q Rewards® Terms and Conditions or the Credit Card Terms and Conditions including but not limited to earning Reward points by claiming business purchases on your personal Account; (ii) [this sub clause has been deleted.] (iii) this sub clause has been deleted.] 4.3 [this sub clause has been deleted.] 4.5 [this sub clause has been deleted].

<p>5</p>	<p><b>Reward Redemption</b></p> <p>5.1</p> <p>(a) We may decide not to offer one or more of the Rewards Programs. If we do this we will give all participants in the relevant Rewards Program at least 90 days written notice before we terminate the Rewards Program, including whether any points may be transferred to another Rewards Program or must be redeemed before a particular date.</p> <p>(b) We may vary these Rewards Terms and Conditions from time to time. We will notify you of any change in the following ways:</p> <ul style="list-style-type: none"> <li>• If we decide to change the rate at which all points in the program are generally earned or converted we will give you 90 days written notice of that change.</li> <li>• We will give you 30 days written notice of other changes to these Terms and Conditions.</li> <li>• If we change the point value of individual goods or services in the program to reflect changes in the price charged by our suppliers for those goods or services, or if a particular Reward is unavailable we will notify you on our Rewards website at the time you redeem your Reward.</li> </ul> <p>5.8 [This sub clause has been deleted]</p> <p>5.11 Should a Reward arrive to you damaged or faulty, you must notify us within 7 business days of receipt, giving full details including the name of the carrier. This does not take away any rights you may have to claim under any manufacturer's warranty for the Reward.</p>
<p>7</p>	<p><b>Reward Certificates and Vouchers</b></p> <p>7.3 Reward Certificates and Vouchers may not be replaced by the issuer if lost, stolen or destroyed. Nor can Reward points for lost, stolen or destroyed Reward Certificates and Vouchers be re-credited to your Account.</p>
<p>9</p>	<p><b>Deceased Estate</b></p> <p>[this clause has been deleted]</p>

11	<p><b>Warranties</b></p> <p>We give no warranty (whether expressed or implied) whatsoever with respect to Rewards provided by third parties. Rewards will normally come with warranties from the supplier or manufacturer of the Rewards and any claims in respect of those Rewards should be made with those suppliers or manufacturers. In particular, we do not represent that any particular Reward is suitable for the purpose for which you intend to use it. This clause does not prevent you from claiming against us for Rewards manufactured by us.</p>
13	<p><b>General</b></p> <p>13.1 We may decide to suspend or terminate Q Rewards® by giving notice to you. If we terminate Q Rewards® then you will have 90 days from the date of the notification to redeem your Reward points. At the end of the 90 day period all Reward points will be null and void. No Reward points entitlement will accrue in respect of any use of a Card made after termination of Q Rewards® or during any period of suspension of Q Rewards®.</p> <p>13.2 [This sub clause has been deleted.]</p> <p>13.3 You consent to us or one of our agents seeking, collecting, using or supplying any third party with such personal and other information as is required in connection with Q Rewards®.</p>

**Section iv Notice of Variation of the complimentary Insurance Policies provided with your Credit Card Account**

The following information has been inserted or amended as set out below:

Type of complimentary insurance	Amendment
Purchase Cover Insurance Terms and Conditions Blue Cardholder's Policy	<ul style="list-style-type: none"> <li>• Title amended to read: "Description of insurance cover <b>Bank of Queensland Blue Cardholders</b>"</li> <li>• First paragraph under the heading "Important Information about the Insurance" amended to read: "This booklet describes complimentary Purchase Cover Insurance benefits provided by Zurich, which are only available to cardholders of eligible credit card accounts"</li> </ul>

	<ul style="list-style-type: none"> <li>• 3rd paragraph under the heading "The Issuer" amended to read: "This booklet describes covers provided by Zurich, which cardholders may choose to take advantage of. It does not represent or create any contract between you and <b>Citi</b>. Neither <b>Citi</b>, nor any of its related corporations guarantee any of the benefits under this insurance. These benefits are provided at no additional cost to the cardholder and neither <b>Citi</b> nor any of its related corporations receive any commission or remuneration in relation to these benefits. Neither <b>Citi</b> nor any of its related corporations are Authorised Representatives of Zurich or any of its related companies."</li> </ul>
<p>International Travel Insurance Purchase Cover Insurance Terms and Conditions Gold Cardholder's Policy</p>	<ul style="list-style-type: none"> <li>• Title amended to read: "Description of insurance cover – <b>Bank of Queensland Gold Cardholders</b>"</li> <li>• First paragraph under the heading "Important Information about the Insurance" amended to read: "This booklet describes complimentary insurance benefits provided by Zurich, which are only available to cardholders of eligible credit card accounts."</li> </ul>

	<ul style="list-style-type: none"> <li>• 3rd paragraph under the heading "The Issuer" amended to read: "This booklet describes covers provided by Zurich, which cardholders may choose to take advantage of. It does not represent or create any contract between <b>Citi</b> and you. Neither <b>Citi</b> nor any of its related corporations guarantee any of the benefits under these covers. These benefits are provided at no additional cost to the cardholder and neither <b>Citi</b> nor any of its related corporations receive any commission or remuneration in relation to these benefits. Neither <b>Citi</b> nor any of its related corporations are Authorised Representatives of Zurich or any of its related companies."</li> </ul>
<p>International Travel Insurance  Extended Warranty Insurance  Transit Accident Insurance  Purchase Cover Insurance  Terms and Conditions  Platinum Cardholder's Policy</p>	<ul style="list-style-type: none"> <li>• Title amended to read: "Description of insurance cover – <b>Bank of Queensland Platinum Cardholders</b>"</li> <li>• First paragraph under the heading "Important Information about the Insurance" amended to read: "This booklet describes complimentary insurance benefits provided by Zurich, which are only available to cardholders of eligible credit card accounts."</li> </ul>

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|  | <ul style="list-style-type: none"><li>• 3rd paragraph under the heading "The Issuer" amended to read: "This booklet describes covers provided by Zurich, which cardholders may choose to take advantage of. It does not represent or create any contract between <b>Citi</b> and you. Neither <b>Citi</b> nor any of its related corporations guarantee any of the benefits under these covers. These benefits are provided at no additional cost to the cardholder and neither <b>Citi</b> nor any of its related corporations receive any commission or remuneration in relation to these benefits. Neither <b>Citi</b> nor any of its related corporations are Authorised Representatives of Zurich or any of its related companies"</li></ul> |
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For Further information on your Bank of Queensland  
Credit Card Account

Please call us on 1300 55 72 72

Or visit us at [boq.com.au](http://boq.com.au)

