CommBank Credit Card Conditions of Use

How you can use your account

29 September 2026



CommBank offers a variety of different credit cards. These Conditions of Use do not apply to all CommBank credit cards – they apply only to the following CommBank credit cards:

Personal

- Awards (no longer available for sale)
- Smart
- Ultimate
- Gold, Platinum, and Diamond Awards (no longer available for sale)
- Low Fee
- Low Fee Gold (no longer available for sale)
- Low Rate
- Low Rate Gold (no longer available for sale)
- CommBank Essentials (no longer available for sale)
- CommBank Neo

Business

- Business Awards (no longer available for sale)
- Business Platinum
- Business Gold Awards (no longer available for sale)
- Business Low Rate
- Business Interest-Free Days
- CommBank Neo Business (no longer available for sale)

The word "Awards" in the names of some of our off-sale CommBank credit cards, does not denote a right to participate in any reward or loyalty program following the closure of the CommBank Awards Program. Participation in CommBank reward or loyalty programs, where applicable, is subject to separate terms and conditions.

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).

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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.

Conditions of Use

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 to the extent to which it applies. It does not apply to business credit cards.

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



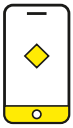
- Pay by card
- Get a cash advance from an ATM (other than if you have a CommBank Essentials or a CommBank Neo card). Subject to conditions as outlined in 2.2.
- Tap & Pay

Online



- Shop online
- Pay BPAY® Biller
- Masterpass™

Mobile phone



- Download our CommBank app to manage your card anytime, anywhere from your compatible mobile phone.
- Tap & Pay using a supported Digital Wallet (e.g. Apple Pay, Google Pay or CommBank 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.

Conditions of Use

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. You may not be able to use your card if you remain overlimit.

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:
  - While overseas; or
  - In Australia (for example online), where the merchant, or the financial institution or entity processing the transaction, is located overseas.

Depending on your Credit Card product type, we may not charge you an international transaction fee.

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 years or over (additional cardholder).

An additional cardholder is able to use their card subject to these terms and conditions, in the same way as you can (see 2) and you are responsible for their use of their card and your account (see Stopping your additional cardholder from using their card, below).

An additional cardholder can also:

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

Updating our records to remove your additional cardholder

You or your additional cardholder can ask us to remove your additional cardholder from your account at any time. When we do this, your additional cardholder will no longer be listed in our records as an additional cardholder on your account, and they won't be able to view your account information online.

However, asking us to remove your additional cardholder won't cause your additional cardholder's card to be cancelled or to be deleted from their digital wallet (where applicable). Your additional cardholder will continue to be able to transact on your account using their card, even after we've processed your request for their removal.

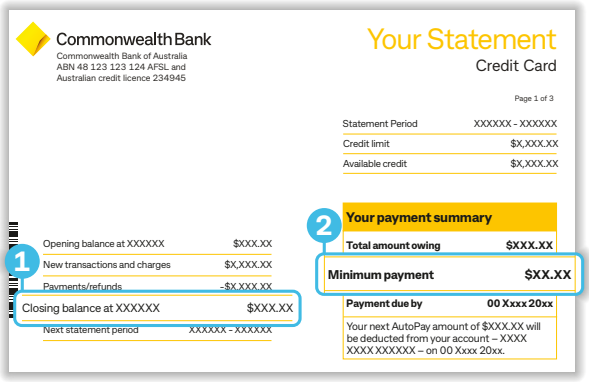
Stopping your additional cardholder from using their card

To stop your additional cardholder from transacting on your account using their card, you must ask your additional cardholder to return their card to you and to delete their card from their digital wallet (if applicable).

If there is any risk that they may not do this and may continue to transact on your account using their card without your consent, you must ask us to place a stop on your account (see 6.3).

Conditions of Use

When we place a stop on your account, all cards linked to your account are cancelled (which means that they can no longer be used in person, online or through a digital wallet) and a new card is issued to you only. You remain responsible for all transactions performed by your additional cardholder using their card until we process your request for a stop. Generally, it takes 24 hours for a card to be deleted from a digital wallet.



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.
   (i) For Smart, Ultimate, Awards, Gold Awards, Platinum Awards and Diamond Awards, your minimum payment is due 14 days from the last date of your statement period. If your due date falls on a weekend or national public holiday, your due date will be the next business day.
   (ii) For Business Credit Cards, CommBank Neo, Low Rate, Low Rate Gold, Low Fee, Low Fee Gold and CommBank Essentials, your minimum payment and its due date is 25 days from the last date of your statement period. If your due date falls on a weekend or national public holiday, your due date will be the next business day.

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

Conditions of Use

How you'll receive your account statements and notices

We'll give you electronic statements and notices if:

- You have selected an account or service which only offers statements and notices electronically;
- You have given us an email address, mobile phone number or any other electronic address for contacting you; or
- You have not asked us for paper statements (see next section for when and how you can ask us for paper statements).

We'll give you paper statements and notices if

- You don't have a digital only card such as CommBank Neo and ask us for paper statements and notices. If you don't have a digital only card, you can ask us at any time to give you paper statements and notices by notifying us on NetBank, the CommBank App or calling us on 13 2221; or
- We believe that we are unable to give you statements and notices electronically (for example, because we believe that your email address is no longer valid, you have not registered for NetBank or because our systems do not permit us to do so or are unavailable).

How we give you statements and notices electronically

Where you have given us an email address, mobile phone number or any other electronic address for contacting you, you agree that we can satisfy our obligation to give you a statement or notice under these Conditions of Use, any law or relevant code of conduct, by:

a. sending the statement or notice to you via email at any email address you have given us for contacting you;
b. publishing the statement or notice on NetBank or in the CommBank App, and letting you know the statement is there by, sending you:
   - an SMS message to a mobile phone number you have given us for contacting you; or
   - an email to any email address you have given us for contacting you; or
c. such other means as we agree with you.

How we give you paper statements and notices

We will send paper statements and notices by post to you at your last notified residential address.

Digital only cards

For digital only cards such as CommBank Neo, you must provide us with an electronic address for contacting you and if you do not or if we believe that your electronic address is not valid, we can close your account at any time after giving you reasonable notice.

Changing your address

You can update or change your electronic and postal address at any time by notifying us on NetBank, the CommBank App or calling us on 13 2221.

2.7. What you have to pay

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

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 (excluding any amount by which your credit limit was exceeded in a previous statement period, and which remains unpaid);
- 2% of your closing balance, rounded down to the nearest dollar; or
- $25.

If you have Business Low Rate or Business Interest-Free Days card:

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

If you have a SurePay instalment plan (see 5.5).

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.

Conditions of Use

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 AutoPay) 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.

For over the counter cash deposits and cash transactions, you may be required to be identified at our CommBank branches before the deposit or transaction will be accepted.

2.9. Ways to manage your account

You can reduce your credit limit, or ask us to close your account (that is, terminate your credit contract), using NetBank, the CommBank app, by calling us or by 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, apply gambling locks or temporarily lock a misplaced card using NetBank or the CommBank app. You may set spending limits using the CommBank app. The use of these services is subject to terms and conditions applicable to NetBank and the CommBank app.

 Lock in-store international payments.	 Lock online international payments.	 Lock 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 during the current statement period up to and including the due date

You will not incur interest charges on purchases made during the current statement period, including up to the due date, if the full closing balance shown on your previous statement was paid by its due date.

The interest-free period applies:

- Until the due date shown in the current statement period; and
- If the full closing balance of the previous statement is paid by that due date, the interest-free period will extend until the due date of the next statement period.

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 date of the transaction is the date we are notified by the payment network that manages payment transactions (for example, MasterCard or VISA), is the date on which the transaction has occurred. That date may be different to the date on which you use your card to effect the transaction. When a merchant is located overseas, the overseas time zone usually applies.

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:

1. Average the relevant balances over the statement period.
2. Multiply the average by the applicable daily interest rate (the annual rate divided by 365).
3. 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.

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.

You may be liable if you don't sufficiently protect your cards, devices, PINs and password or don't immediately tell us when they are lost, compromised or breached.

To be eligible for a refund under a card scheme, you'll need to advise us within 30 days of the statement date. We'll accept a report of an unauthorised transaction under the ePayments Code, provided you submit the report to us within 6 years from the day that you first become aware (or should reasonably have become aware) of the unauthorised transaction. An unauthorised transaction is one which is not authorised by you, for example a transaction which is carried out by someone besides you or another account holder without your knowledge and consent.

An unauthorised transaction does not include any transaction that is performed by you or anyone else with your knowledge and consent. For example, a transaction as a result of a fraudster tricking you into giving them your access codes, is not an unauthorised transaction.

We comply with the ePayments Code where it applies to determine your liability for losses resulting from unauthorised transactions.

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 cause of the loss is a forged, faulty, expired or cancelled card, device, PIN, password or identifier.
- Someone uses your or a user's card, PIN or password before you receive it from us.
- The loss results from a transaction performed using a card other than a business credit card and which did not require a PIN, password or other code (unless you or a user didn't promptly tell us that a device was lost or stolen or that the security of the PIN, password or other code had been compromised).
- The same transaction is debited to your account more than once.
- The ePayments Code applies and entitles you to a refund.
- The loss results from a transaction performed using a business credit card and the transaction, or the establishment or use of the business credit card (or any digital wallet used) did not require a PIN, password or other code or any form of biometric authentication (unless you or a user didn't promptly tell us that a device was lost or stolen or that the security of the PIN, password or other code or form of biometric authentication had been compromised).

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 (where it applies) or any other such obligations notified by us to you (where the ePayments Code does not apply).
- 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 where applicable entitles you to a refund (for example, because the loss exceeded your available limit).

For any transaction performed using a business credit card (regardless of whether any other facility may have also been used), we shall not be liable for any delay or failure in the performance of our facilities to the extent caused by any event or circumstance outside our reasonable control and we are not liable to you for any direct or consequential losses which arise from disruptions to our systems or processes in these circumstances except to the extent caused by our negligence, fraud or wilful misconduct or that of our agents.

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. SurePay® instalment plan

5.1. What's a SurePay instalment plan?

This is an option to help you repay a credit card purchase or all or part of your credit card balance, by arranging for you to pay through monthly instalments. SurePay plans are not available on CommBank Neo cards, Business Low Rate cards, Business Interest-Free Days cards, CommBank Neo Business cards and Corporate cards. For more information on SurePay instalment plans, visit **commbank.com.au/surepay**.

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 purchase or other amount you want to pay off, and by when you want to have it paid off, and we'll then set up a SurePay instalment plan to help you do that. A fee may apply when setting up an instalment plan.

We'll provide you details of your monthly instalments to help you pay off your SurePay instalment plan (see 5.5). Keep in mind that at any time you can decide to pay only the minimum payment however, not paying the instalment payment in full will impact your plan (see 5.10).

5.2. Types of SurePay instalment plans we may offer

- Purchase plan – transfer into a plan a purchase that you made in the past 14 days. A fee may apply when setting up a plan.
- Card balance plan – transfer all or part of your purchase balance into a plan.
- Cash advance balance plan – transfer all or part of your cash advance balance into a plan.

5.3. Setting up a SurePay instalment plan

You can apply for this online through 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, and instalment setup fee/s, if applicable.

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). A fee may apply when setting up an instalment plan. If the fee is applicable, it will be debited to your account when the plan has been established and will form part of your first minimum monthly instalment amount. You can view the fee in your transaction summary and on the first statement following the setup of your instalment plan.

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

A minimum instalment amount may apply to any SurePay instalment plan which we will show you when you apply to set up a SurePay instalment plan. Purchase plans are only applicable to posted transactions made in the last 14 days.

SurePay plans are not available on CommBank Neo cards, Business Low Rate cards, Business Interest-Free Days cards, CommBank Neo Business cards and Corporate cards.

We may also reject a request if you don't meet our criteria (e.g. have exceeded your limit or are in default). The instalment plan amount including the setup fee, if applicable, cannot exceed your card balance or limit.

At any given time, you can have up to 50 active SurePay instalment plans on your card.

5.5. What will I see on my statement?

On your statement we'll show you the portion of your closing balance that's in 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

non-instalment 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 and may impact your plan.

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).

If you change your credit card type, the interest rate on your instalment plan will transfer across to your new account. Please note that because of this, the rate on your instalment plan/s may be higher than the interest rate available on your new credit card. The interest rate

on your instalment plan may also be higher than the interest rate on your existing credit card if the interest rate is changed by us. When your interest rate changes you will be notified of the change (see clause 7). 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, which may have changed since you first set up your SurePay plan. Paying this balance off immediately, rather than waiting until your next due date will minimise your interest charges. Instalment setup fee, if applicable, is not refundable if the plan is cancelled or paid off early.

For Purchase plans where the transaction has been fully or partially refunded by the merchant, (for example, but not limited to change of mind, defects or disputed transaction) the plan will continue to operate as per the agreed term. The refunded amount will appear as a credit to the account but is not allocated to pay the instalment plan directly. You can choose to cancel the plan by going to the CommBank app or continue with the term.

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).

If you change your card type before your SurePay instalment plan ends, your SurePay instalment plan will continue automatically unless you cancel it. Subject to the terms and conditions of your new card type which

apply from the date you switch, you may end up paying off the SurePay instalment plan earlier or have a lower final payment.

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 pay a SurePay instalment payment that appears on a monthly statement of account in a statement period on or before the last day of the next statement period shown on that monthly statement of account, any unpaid amount will be transferred to your purchase balance (or your cash advances balance if the SurePay instalment plan was a cash advance plan). It will then accrue interest at the purchase (or cash advance) rate, which may have changed since you first set up your SurePay plan, from the date of the transfer. The Instalment setup fee, if applicable, will be transferred to your purchase balance however will not accrue interest.

If you fail to make your monthly instalments on your SurePay instalment plan for three consecutive months, we will cancel the SurePay instalment plan. Any remaining SurePay instalment balance and any interest on the cancelled plan will be transferred to your purchases balance (or cash advance balance if the SurePay instalment plan was a cash advance plan) and will be payable at the card purchase interest rate (or cash advance interest rate for cash advance plans), which may have changed since you first set up your SurePay plan (see 3.3). Instalment setup fee, if applicable, is not refundable if the plan is cancelled or paid off early.

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 and instalment setup fee, if applicable.
- 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. If there are multiple plans with the same interest rate, payments will be applied in order of set up date, whichever plan is established first (i.e. oldest to newest).

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

We may suspend or close your account or not process a transaction without giving you prior notice. When we do this, we will act fairly and reasonably towards you. We may do this in the following circumstances:

- If you are in default (see 6.2).
- If we believe, on reasonable grounds, that doing so, may prevent fraud or other losses (including but not limited to, losses based on our credit risk assessment of you or the transaction type generally).
- To manage regulatory risk.

- If we believe on reasonable grounds that you, or an additional cardholder, may be a person:
  - with whom we are not permitted to deal with by law or a regulatory authority; or
  - in breach of laws relating to money laundering and terrorism financing.
  - Keep in mind, the law may prevent us from providing specific information to you or others in these circumstances.
- If we reasonably believe that suspension or cancellation of your account or a block on a transaction is necessary to protect our legitimate interests.
- If we suspect on reasonable grounds that your account is being used in a way that results in or may cause financial abuse.

We can also suspend or cancel your account or not process a transaction for any 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 you, or an additional card holder, otherwise breach these Conditions of Use in a way that materially increases our risks in relation to your credit contract.

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...

- You don't fix the default or the default can't be fixed within the time allowed.

OR

- We don't have to give you notice (for example, if we have made reasonable attempts to locate you without success).

Then we may...

- Decide, without further notice, that the entire outstanding balance of your account is due and payable immediately.
- Take legal action to recover any overdue amounts.
- Close your account.
- Exercise our common law right to combine any money you have on deposit with us (for example, in a transaction account) with your credit card account.
- Cancel any SurePay instalment plans. 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.
- You'll need to cancel any incoming payments.

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.

Where your account has a credit balance following closure or a payment or credit is sent to us for your account after your account has been closed, you authorise us to do any of the following after account closure:

- Transfer the funds to another CommBank account in your name.
- Write to you seeking instructions on how to return the credit to you, and then transfer the funds as you instruct.
- Send you a cheque for the amount of the payment or credit, to your last known address.
- Return the credit or payment to the sender
- Transfer the funds to our internal unclaimed moneys fund.
- Transfer the funds to the Commonwealth if and when the funds fall within the definition of unclaimed money.

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 ask you to provide information we may reasonably require about you or your account, or take other action we reasonably consider necessary to protect our legitimate interests, such as suspending or closing your account.

7. Changes to your contract

We'll only make changes where reasonably necessary for legitimate business purposes. Such circumstances may include but aren't limited to:

a. when the cost of providing credit to you changes;
b. as necessary or desirable to comply with any legal or regulatory requirement;
c. to reflect changes in technology or our processes;
d. to include new product features or services or reflect our operational processes;
e. to discontinue or replace a product;
f. to consolidate or simplify our terms and conditions and contractual documents;
g. to Adding, change or remove any concessions or benefits;

h. to bring us into line with our competitors, industry, market practice or best practice;
i. to manage risks including credit risk, fraud, operational or regulatory risk; or
j. to correct errors, omissions, inconsistencies or ambiguities.

Each of the paragraphs (a) to (j) is a separate right for us to make changes. Without limiting our rights under these paragraphs, we may from time to time change any of the terms and conditions of your contract for other reasons (e.g. due to unforeseen events).

If you don't like a change you can close your account at any time. You'll just need to repay the outstanding balance of your account before it's closed.

How and when we notify you of 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 the change happens
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* but no notice is required if there is a reduction in a fee	As soon as reasonably possible – and if unfavourable to you, 30 days' notice
Credit limit		
Reducing or suspending your credit limit	In writing (no notice is required if you are in default)	As soon as practicable

Change	Notice method	Minimum notice period
Minimum Payment	In writing (no notice required if the change reduces your obligations but we will confirm the change no later than in your next statement)	20 days
Other Changes	In writing (no notice required if the change reduces your obligations but we will confirm the change no later than in your next statement)	20 days or if the change is adverse, 30 days

Any other changes that we believe are unfavourable to you:	
How:	**When:**
In writing	As soon as reasonably possible, at least 30 days in advance

* Where the notice is by media advertising, we'll also inform you before, or when, the next statement is sent after the change takes effect.

8. Making adjustments

We will use best endeavours to ensure that our systems and processes calculate and apply fees, interest, reductions, benefits or other amounts or features as described in your contract with us. However sometimes errors do occur, for example due to:

a. the limitations of our systems and processes
b. the operation of manual processes
c. changes to our systems and processes
d. things that are beyond our knowledge or reasonable control.

Where that happens, without limiting any rights you may have relating to the error, we may (as appropriate) within a reasonable timeframe at a later time but as soon as practicable after the error has been identified:

a. make adjustments to put you in the same position as if we had applied the correct amount or made the correct calculation initially;
b. provide that reduction, benefit or feature to you, and make adjustments to put you in the same position as if we had provided the reduction, benefit or feature as described;
c. take the action required, and make adjustments as necessary to put you in the same position as if we had taken the action as described.

9. 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.
Biometric Authentication	The use of an individual's biometric characteristic approved in writing by us to verify the individual's identity as a user.
business credit card	A credit card we have designed primarily for use by a business and that you have established primarily for business purposes.
business liability credit card	A credit card facility issued to a corporate or business entity where the business facility document or facility agreement provides for corporate, rather than personal cardholder, liability and that is governed by the Current Terms and Conditions for Business Finance.
card	A credit card we issue to you or your additional cardholder to use with your account.
card scheme	Mastercard®, Visa®

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

Conditions of Use

Term	Meaning
cash advance	Any money you access under your account, except a purchase or balance transfer. Cash advances include: • ATM withdrawals (including any ATM fee) • Money withdrawn at a branch or other financial institution (if we permit this) • Transfers from your account using NetBank or our CommBank app (other than through BPAY) • Any balance transfers (including interest on them), once any special interest rate period has expired • 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
current monthly instalment	In connection with your SurePay instalment plan, the amount described as the "Total monthly instalment/s" on the latest monthly statement of account issued to you.
device	Any equipment or device used to access your account, including a mobile phone or sticker.
ePayments Code	The ePayments Code published by ASIC, a copy of which is available at **asic.gov.au**

Conditions of Use

Term	Meaning
Financial Abuse	A serious form of domestic and family violence that may occur through a pattern of control and which may result in exploitation or sabotage of money and finances in a way which affects an individual's capacity to acquire, use and maintain economic well-being and which may also threaten their financial security and self-sufficiency.
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).
Instalment setup fee	A fee that may be applicable to the instalment plan you are setting up. The fee is a percentage of your transaction amount, based on the term you select. For more information, visit **commbank.com.au/surepay**.
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.

Conditions of Use

Term	Meaning
purchase	An amount a user pays a supplier for goods or services using a card or the account. This includes: • Setting up regular payments, for things like insurance premiums or a gym membership. • 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). • 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.

10. 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.**

Other important documents

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

11. 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.

Other important documents

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 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.

Other important documents

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 by your credit provider.
- 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 below 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 Platinum, Business Awards and Business Gold Awards customers

131 576
Business Low Rate, Business Interest-Free Days and CommBank Neo Business customers

USA

Mastercard:
1800 627 8372

Visa:
1866 765 9644
(reverse charges)
OR +61 13 2221

Other Enquiries:
+61 2 9999 3283

Anywhere else:

Mastercard:
+1 636 722 7111
(reverse charges)

Visa:
+1 303 967 1090
(reverse charges)
OR +61 13 2221
(reverse charges)

Other Enquiries:
+61 2 9999 3283



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.

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