PROSPECTUS SUPPLEMENT DATED JUNE 4, 2002
(to Prospectus dated June 4, 2002)

Citibank Credit Card Issuance Trust

$750,000,000 Floating Rate Class 2002-A4 Notes of June 2014

(Legal Maturity Date June 2016)

Citibank (South Dakota), National Association
Citibank (Nevada), National Association

Originators of the Trust

The issuer will issue and sell	Class 2002-A4 Notes
Principal amount	$750,000,000
Interest rate	one-month LIBOR plus 0.25% per annum
Interest payment dates	7th day of each month, beginning July 2002
Expected principal payment date	June 9, 2014
Legal maturity date	June 7, 2016
Expected issuance date	June 7, 2002
Price to public	$750,000,000 (or 100.000%)
Underwriting discount	$ 3,187,500 (or 0.425%)
Proceeds to the issuer	$746,812,500 (or 99.575%)

The Class 2002-A4 notes are a subclass of Class A notes of the Citiseries. Principal payments on Class B notes of the Citiseries are subordinated to payments on Class A notes of that series. Principal payments on Class C notes of the Citiseries are subordinated to payments on Class A and Class B notes of that series.

You should review and consider the discussion under "Risk Factors" beginning on page 15 of the accompanying prospectus before you purchase any notes.

Neither the Securities and Exchange Commission nor any state securities commission has approved the notes or determined that this prospectus supplement or the prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

The notes are obligations of Citibank Credit Card Issuance Trust only and are not obligations of any other person. Each class of notes is secured by only some of the assets of Citibank Credit Card Issuance Trust. Noteholders will have no recourse to any other assets of Citibank Credit Card Issuance Trust for the payment of the notes. The notes are not insured or guaranteed by the Federal Deposit Insurance Corporation or any other governmental agency or instrumentality.

Underwriters

Salomon Smith Barney

Lehman Brothers

Merrill Lynch & Co.

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Information about these Class A notes is in two separate documents: a prospectus and a prospectus supplement. The prospectus provides general information about each series of notes issued by Citibank Credit Card Issuance Trust, some of which may not apply to the Citiseries. The prospectus supplement provides the specific terms of these Class A notes. You should carefully read both the prospectus and the prospectus supplement before you purchase any of these Class A notes.

This prospectus supplement may supplement disclosure in the accompanying prospectus.

In deciding whether to purchase these Class A notes, you should rely solely on the information in this prospectus supplement and the accompanying prospectus. We have not authorized anyone to give you different information about these Class A notes.

This prospectus supplement may be used to offer and sell these Class A notes only if accompanied by the prospectus.

These Class A notes are offered subject to receipt and acceptance by the underwriters and to their right to reject any order in whole or in part and to withdraw, cancel or modify the offer without notice.

SUMMARY OF TERMS

Because this is a summary, it does not contain all the information you may need to make an informed investment decision. You should read the entire prospectus supplement and prospectus before you purchase any of these Class A notes.

There is a glossary beginning on page 114 of the prospectus where you will find the definitions of some terms used in this prospectus supplement.

Securities Offered	$750,000,000 Floating Rate Class 2002-A4 notes of June 2014 (legal maturity date June 2016). These Class A notes are part of a multiple issuance series of notes called the Citiseries. The Citiseries consists of Class A notes, Class B notes and Class C notes. These Class A notes are a subclass of Class A notes of the Citiseries. These Class A notes are issued by, and are obligations of, Citibank Credit Card Issuance Trust. The issuer has issued and expects to issue other classes and subclasses of notes of the Citiseries with different interest rates, payment dates, legal maturity dates and other characteristics. The issuer may also issue additional Class 2002-A4 notes in the future. Holders of these Class A notes will not receive notice of, or have the right to consent to, any subsequent issuance of notes, including any issuance of additional Class 2002-A4 notes. See "The Notes—Issuances of New Series, Classes and Subclasses of Notes" in the prospectus.
Multiple Issuance Series	A multiple issuance series is a series of notes consisting of three classes: Class A, Class B and Class C. Each class may consist of multiple subclasses. Notes of any subclass can be issued on any date so long as there are enough outstanding subordinated notes to provide the necessary subordination protection for outstanding and newly issued senior notes. The expected principal payment dates and legal maturity dates of the senior and subordinated classes of a multiple issuance series may be different, and subordinated notes may have expected principal payment dates and legal maturity dates earlier than some or all senior notes of the same series. Subordinated notes will generally not be paid before their legal maturity date, unless, after payment, the remaining subordinated notes provide the required amount of subordination protection for the senior notes of that series.

All of the subordinated notes of a multiple issuance series provide subordination protection to the senior notes of the same series to the extent of the required subordinated amount, regardless of whether the subordinated notes are issued before, at the same time as, or after the senior notes of that series.

Interest . . . . These Class A notes will accrue interest at a per annum rate equal to the LIBOR rate for U.S. dollar deposits for the applicable interest period *plus* a margin of 0.25%.

Interest on these Class A notes will accrue from June 7, 2002 and will be calculated on the basis of the actual number of days in the year divided by a 360-day year. The applicable interest period for these Class A notes will be one month.

The LIBOR rate for each interest period will be determined by the issuer two business days before the beginning of that interest period. For purposes of determining LIBOR, a business day is any day on which dealings in deposits in U.S. dollars are transacted in the London interbank market. The applicable LIBOR rate will be the rate for deposits in U.S. dollars for the applicable interest period which appears on the Telerate Page 3750—or any other page as may replace that page on that service for the purpose of displaying comparable rates or prices—as of 11:00 a.m., London time, on that date.

If the LIBOR rate does not appear on Telerate Page 3750—or any other page as may replace that page on that service for the purpose of displaying comparable rates or prices—the LIBOR rate for the applicable interest period will be determined on the basis of the rate at which deposits in U.S. dollars are offered by four major banks in the London interbank market, selected by the issuer, at approximately 11:00 a.m., London time, on that day to prime banks in the London interbank market for the applicable interest period.

The issuer will request the principal London office of each reference bank to provide a quotation of its LIBOR rate for the applicable interest period. If at least two quotations are provided as requested, the applicable LIBOR rate will be the arithmetic mean of the quotations. If fewer than two quotations are provided as requested, the applicable

LIBOR rate will be the arithmetic mean of the rates quoted by major banks in New York City, selected by the issuer, at approximately 11:00 a.m., New York City time, on that day for loans in U.S. dollars to leading European banks for the applicable interest period.

The issuer will make interest payments on these Class A notes on the 7th day of each month, beginning July 2002. Interest payments due on a day that is not a business day in New York, South Dakota and Nevada, will be made on the following business day.

The payment of accrued interest on a class of notes of the Citiseries is not senior to or subordinated to payment of interest on any other class of notes of this series.

Principal .... The issuer expects to pay the stated principal amount of these Class A notes in one payment on June 9, 2014, which is the expected principal payment date, and is obligated to do so if funds are available for that purpose. However, if the stated principal amount of these Class A notes is not paid in full on the expected principal payment date, noteholders will not have any remedies against the issuer until June 7, 2016, the legal maturity date of these Class A notes.

If the stated principal amount of these Class A notes is not paid in full on the expected principal payment date, then principal and interest payments on these Class A notes will be made monthly until they are paid in full or the legal maturity date occurs, whichever is earlier. However, if the nominal liquidation amount of these Class A notes has been reduced, the amount of principal collections and finance charge collections available to pay principal of and interest on these Class A notes will be reduced. The nominal liquidation amount of a class of notes corresponds to the portion of the invested amount of the collateral certificate that is allocable to support that class of notes.

The initial nominal liquidation amount of these Class A notes is $750,000,000. If this amount is reduced as a result of charge-offs to the principal receivables in the master trust, and not reimbursed as described in the prospectus, not all of the principal of these Class A notes will be repaid. For a more detailed discussion of nominal liquidation amount, see “The Notes—Stated Principal Amount, Outstanding Dollar Principal Amount and Nominal Liquidation Amount of Notes” in the prospectus.

Principal of these Class A notes may be paid earlier than the expected principal payment date if an early redemption event or an event of default occurs with respect to these notes. See “Covenants, Events of Default and Early Redemption Events—Early Redemption Events” and “—Events of Default” in the prospectus.

If principal payments on these Class A notes are made earlier or later than the expected principal payment date, the monthly principal date for principal payments will be the 7th day of each month, or if that day is not a business day, the following business day.

Monthly Accumulation Amount . . . $62,500,000. This amount is one-twelfth of the initial dollar principal amount of these Class A notes, and is targeted to be deposited in the principal funding subaccount for these Class A notes each month beginning with the twelfth month before the expected principal payment date of these Class A notes. This amount will be increased if the date for beginning the budgeted deposits is postponed, as described under “Deposit and Application of Funds—Targeted Deposits of Principal Collections to the Principal Funding Account—Budgeted Deposits” in the prospectus.

Subordination; Credit Enhancement . . . . No payment of principal will be made on any Class B note of the Citiseries unless, following the payment, the remaining available subordinated amount of Class B notes of this series is at least equal to the required subordinated amount for the outstanding Class A notes of this series.

Similarly, no payment of principal will be made on any Class C note of the Citiseries unless, following the payment, the remaining available subordinated amount of Class C notes of this series is at least equal to the required subordinated amounts for the outstanding Class A notes and Class B notes of this series. However, there are some exceptions to this rule. See “The Notes—Subordination of

Principal" and "Deposit and Application of Funds—Limit on Repayments of Subordinated Classes of Multiple Issuance Series" in the prospectus.

The maximum amount of principal of Class B notes of the Citiseries that may be applied to provide subordination protection to these Class A notes is $44,871,825. The maximum amount of principal of Class C notes of the Citiseries that may be applied to provide subordination protection to these Class A notes is $59,829,075. This amount of principal of Class C notes may also be applied to provide subordination protection to the Class B notes of the Citiseries.

The issuer may at any time change the amount of subordination required or available for any class of notes of the Citiseries, including these Class A notes, or the method of computing the amounts of that subordination without the consent of any noteholders so long as the issuer has received confirmation from the rating agencies that have rated any outstanding notes of the Citiseries that the change will not result in the rating assigned to any outstanding notes of the Citiseries to be withdrawn or reduced, and the issuer has received the tax opinions described in "The Notes—Required Subordinated Amount" in the prospectus.

See "Deposit and Application of Funds" in the prospectus for a description of the subordination protection of these Class A notes.

Optional Redemption by the Issuer . . . . The issuer has the right, but not the obligation, to redeem these Class A notes in whole but not in part on any day on or after the day on which the aggregate nominal liquidation amount of these Class A notes is reduced to less than 5% of its initial dollar principal amount. This repurchase option is referred to as a clean-up call.

If the issuer elects to redeem these Class A notes, it will notify the registered holders of the redemption at least 30 days prior to the redemption date. The redemption price of a note so redeemed will equal 100% of the outstanding dollar principal amount of that note, plus accrued but unpaid interest on the note to but excluding the date of redemption.

	If the issuer is unable to pay the redemption price in full on the redemption date, monthly payments on these Class A notes will thereafter be made until the outstanding dollar principal amount of these Class A notes, plus all accrued and unpaid interest, is paid in full or the legal maturity date occurs, whichever is earlier. Any funds in the principal funding subaccount and interest funding subaccount for these Class A notes will be applied to make the principal and interest payments on these Class A notes on the redemption date.
Security for the Notes	These Class A notes are secured by a shared security interest in the collateral certificate and the collection account, but are entitled to the benefits of only that portion of those assets allocated to them under the indenture. These Class A notes are also secured by a security interest in the applicable principal funding subaccount and the applicable interest funding subaccount. See "Sources of Funds to Pay the Notes—The Collateral Certificate" and "—The Trust Accounts" in the prospectus.
Limited Recourse to the Issuer	The sole source of payment for principal of or interest on these Class A notes is provided by: • the portion of the principal collections and finance charge collections received by the issuer under the collateral certificate and available to these Class A notes after giving effect to all allocations and reallocations; and • funds in the applicable trust accounts for these Class A notes. Class A noteholders will have no recourse to any other assets of the issuer or any other person or entity for the payment of principal of or interest on these Class A notes.
Master Trust Assets and Receivables	The collateral certificate, which is the issuer's primary source of funds for the payment of principal of and interest on these Class A notes, is an investor certificate issued by Citibank Credit Card Master Trust I. The collateral certificate represents an undivided interest in the assets of the master trust. The master trust assets include credit card receivables from selected MasterCard and VISA revolving credit card accounts that meet the

eligibility criteria for inclusion in the master trust. These eligibility criteria are discussed in the prospectus under "The Master Trust—Master Trust Assets."

The credit card receivables in the master trust consist of principal receivables and finance charge receivables. Principal receivables include amounts charged by cardholders for merchandise and services and amounts advanced to cardholders as cash advances. Finance charge receivables include periodic finance charges, annual membership fees, cash advance fees, late charges and some other fees billed to cardholders.

The aggregate amount of credit card receivables in the master trust as of April 27, 2002 was $65,269,764,279, of which $64,381,654,286 were principal receivables and $888,109,993 were finance charge receivables. See "The Master Trust Receivables and Accounts" in Annex I of this prospectus supplement for more detailed financial information on the receivables and the accounts.

The Citiseries . . . . These Class A notes will be the 28th subclass of notes issued by the issuer of the Citiseries.

As of the issuance date of these Class A notes, the aggregate outstanding dollar principal amount of notes of the Citiseries will be $36,918,750,000, including these Class A notes, consisting of:

Class A notes	$32,778,750,000
Class B notes	$ 1,240,000,000
Class C notes	$ 2,900,000,000

As of the date of this prospectus supplement, the weighted average interest rate payable by the issuer in respect of the outstanding subclasses of notes of the Citiseries is approximately 2.38% per annum, consisting of:

Class A notes	2.15% per annum
Class B notes	2.34% per annum
Class C notes	4.96% per annum

The weighted average interest rate calculation takes into account:

- the actual rate of interest in effect on floating rate notes at the time of calculation; and

	• all net payments to be made or received under performing derivative agreements.
Participation with Other Classes of Notes	Each class of notes of the Citiseries will be included in "Group 1." In addition to the Citiseries, the issuer may issue other series of notes that are included in Group 1. As of the date of this prospectus supplement, the Citiseries is the only series of notes issued by the issuer. Collections of finance charge receivables allocable to each class of notes in Group 1 will be aggregated and shared by each class of notes in Group 1 pro rata based on the applicable interest rate of each class. See "Deposit and Application of Funds—Allocation to Interest Funding Subaccounts" in the prospectus. Under this system, classes of notes in Group 1 with high interest rates take a larger proportion of the collections of finance charge receivables allocated to Group 1 than classes of notes with low interest rates. Consequently, the issuance of later classes of notes with high interest rates can have the effect of reducing the finance charge collections available to pay interest on your notes, or available to reimburse reductions in the nominal liquidation amount of your notes.
Stock Exchange Listing	The issuer will apply to list these Class A notes on the Luxembourg Stock Exchange. The issuer cannot guarantee that the application for the listing will be accepted. You should consult with Dexia Banque Internationale à Luxembourg, the Luxembourg listing agent for these Class A notes, 69, route d'Esch, L-2953 Luxembourg, phone number (352) 4590-1, to determine whether these Class A notes have been listed on the Luxembourg Stock Exchange.
Ratings	The issuer will issue these Class A notes only if they are rated at least "AAA" or its equivalent by at least one nationally recognized rating agency. See "Risk Factors—If the ratings of the notes are lowered or withdrawn, their market value could decrease" in the prospectus.

Change in Accounting Standards May Necessitate Restructuring of the Citibank Credit Card Securitization Program	Citibank (South Dakota) and Citibank (Nevada) treat the issuances of notes and related transactions as a sale of the credit card receivables for accounting purposes. As a result of the adoption by the Financial Accounting Standards Board of SFAS No. 140, *"Accounting for Transfers and Servicing of Financial Assets and Extinguishments of Liabilities—a replacement of FASB Statement No. 125,"* the Banks may be required to restructure their credit card securitization program in order to continue to receive accounting sale treatment. As part of the restructuring, one or more bankruptcy remote, special purpose entities may need to be interposed between the Banks, as sellers of the credit card receivables, and the master trust. These special purpose entities, which would be owned by Citibank (South Dakota) and Citibank (Nevada), would acquire the credit card receivables from the Banks and sell them to the master trust. Some of the operative documents—such as the pooling and servicing agreement—may be amended to effectuate this change. Holders of these Class A notes will be deemed to consent to any such amendment. No such amendment will be made unless the rating agencies confirm that the amendment will not cause the rating assigned to any outstanding notes to be withdrawn or reduced.

UNDERWRITING

Subject to the terms and conditions of the underwriting agreement for these Class A notes, the issuer has agreed to sell to each of the underwriters named below, and each of those underwriters has severally agreed to purchase, the principal amount of these Class A notes set forth opposite its name:

Underwriters	Principal Amount
Salomon Smith Barney Inc.	$250,000,000
Lehman Brothers Inc.	250,000,000
Merrill Lynch, Pierce, Fenner & Smith Incorporated	250,000,000
Total	$750,000,000

The several underwriters have agreed, subject to the terms and conditions of the underwriting agreement, to purchase all $750,000,000 aggregate principal amount of these Class A notes if any of these Class A notes are purchased.

The underwriters have advised the issuer that the several underwriters propose initially to offer these Class A notes to the public at the public offering price set forth on the cover page of this prospectus supplement, and to certain dealers at that public offering price less a concession not in excess of 0.375% of the principal amount of these Class A notes. The underwriters may allow, and those dealers may reallow to other dealers, a concession not in excess of 0.250% of the principal amount.

After the public offering, the public offering price and other selling terms may be changed by the underwriters.

Each underwriter of these Class A notes has agreed that:

- it has not offered or sold, and prior to the date which is six months after the date of issue of these Class A notes will not offer or sell, any Class A notes to persons in the United Kingdom except to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their businesses or otherwise in circumstances which do not constitute an offer to the public in the United Kingdom for the purposes of the Public Offers of Securities Regulations 1995 and the Financial Services and Markets Act 2000;
- it has complied and will comply with all applicable provisions of the Public Offers of Securities Regulations 1995 and the Financial Services and Markets Act 2000 with respect to anything done by it in relation to these Class A notes in, from or otherwise involving the United Kingdom; and
- it has only communicated or caused to be communicated and it will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of Section 21 of the Financial Services and Markets Act 2000) received by it in connection with the issue or sale of any of these Class A notes in circumstances in which Section 21(1) of the Financial Services and Markets Act 2000 does not apply to the issuer.

In connection with the sale of these Class A notes, the underwriters may engage in:

- over-allotments, in which members of the syndicate selling these Class A notes sell more notes than the issuer actually sold to the syndicate, creating a syndicate short position;
- stabilizing transactions, in which purchases and sales of these Class A notes may be made by the members of the selling syndicate at prices that do not exceed a specified maximum;
- syndicate covering transactions, in which members of the selling syndicate purchase these Class A notes in the open market after the distribution has been completed in order to cover syndicate short positions; and
- penalty bids, by which underwriters reclaim a selling concession from a syndicate member when any of these Class A notes originally sold by that syndicate member are purchased in a syndicate covering transaction to cover syndicate short positions.

These stabilizing transactions, syndicate covering transactions and penalty bids may cause the price of these Class A notes to be higher than it would otherwise be. These transactions, if commenced, may be discontinued at any time.

The issuer, Citibank (South Dakota) and Citibank (Nevada) will, jointly and severally, indemnify the underwriters against certain liabilities, including liabilities under applicable securities laws, or contribute to payments the underwriters may be required to make in respect of those liabilities. The issuer's obligation to indemnify the underwriters will be limited to finance charge collections from the collateral certificate received by the issuer after making all required payments and required deposits under the indenture.

Salomon Smith Barney Inc. is an affiliate of the issuer, Citibank (South Dakota) and Citibank (Nevada).

This prospectus supplement and the accompanying prospectus may be used by Salomon Smith Barney Inc. and/or other affiliates of the issuer, Citibank (South Dakota) and Citibank (Nevada) in connection with offers and sales related to market-making transactions in these Class A notes. These affiliates may act as principal or agent in these market-making transactions. Market-making sales will be made at prices related to prevailing market prices at the time of sale.

The issuer will receive proceeds of approximately $746,812,500 from the sale of these Class A notes. This amount represents 99.575% of the principal amount of these Class A notes. The issuer will receive this amount net of the underwriting discount of $3,187,500. The underwriting discount represents 0.425% of the principal amount of these Class A notes. Additional offering expenses are estimated to be $580,000.

ANNEX I

This annex forms an integral part of the prospectus supplement.

THE MASTER TRUST RECEIVABLES AND ACCOUNTS

The following information relates to the credit card receivables owned by Citibank Credit Card Master Trust I and the related credit card accounts.

Loss and Delinquency Experience

The following table sets forth the loss experience for cardholder payments on the credit card accounts for each of the periods shown. The loss experience set forth in the following table has not been adjusted to reflect the experience of the accounts added to the master trust in a lump addition on April 27, 2002. The April lump addition consisted of $5,005,588,729 of credit card receivables, including $4,952,569,373 of principal receivables and $53,019,356 of finance charge receivables. If the April lump addition accounts were reflected, the loss experience set forth in the table below would not be materially different.

Losses consist of write-offs of principal receivables. These losses are presented below on a cash basis. If accrued finance charge receivables that have been written off were included in losses, Net Losses would be higher as an absolute number and as a percentage of the average of principal and finance charge receivables outstanding during the periods indicated. Average Principal Receivables Outstanding is the average of principal receivables outstanding during the periods indicated. The percentage reflected for the three months ended March 31, 2002 is an annualized number. There can be no assurance that the loss experience for the receivables in the future will be similar to the historical experience set forth below.

Loss Experience for the Accounts
(Dollars in Thousands)

	Three Months Ended March 31, 2002	Year Ended December 31, 2001	2000	1999
Average Principal Receivables Outstanding	$61,143,618	$55,438,042	$48,929,967	$42,641,990
Net Losses	$ 799,725	$ 2,496,412	$ 1,804,942	$ 2,009,133
Net Losses as a Percentage of Average Principal Receivables Outstanding	5.30%	4.50%	3.71%	4.71%

Net losses as a percentage of gross charge-offs for the first three months of 2002 were 92.16% and for each of the years ended December 31, 2001, 2000 and 1999 were 88.70%, 87.65% and 89.80%, respectively. Gross charge-offs are charge-offs before recoveries and do not include the amount of any reductions in Average Principal Receivables Outstanding due to fraud, returned goods, customer disputes or various other miscellaneous write-offs.

The following table sets forth the delinquency experience for cardholder payments on the credit card accounts for each of the periods shown. The delinquency experience set forth in the following table has not been adjusted to reflect the delinquency experience of the accounts included in the April lump addition. If the April lump addition accounts were reflected, the delinquency experience set forth in the table below would not be materially different.

The Delinquent Amount includes both principal receivables and finance charge receivables. The percentages are the result of dividing the Delinquent Amount by the average of principal and finance charge receivables outstanding during the periods indicated. There can be no assurance that the delinquency experience for the receivables in the future will be similar to the historical experience set forth below.

Delinquencies as a Percentage of the Accounts
(Dollars in Thousands)

	As of March 31, 2002		As of December 31, 2001		2000		1999	
Number of Days Delinquent	Delinquent Amount	Percentage	Delinquent Amount	Percentage	Delinquent Amount	Percentage	Delinquent Amount	Percentage
35-64 days	$ 820,957	1.32%	$ 955,863	1.70%	$ 814,410	1.64%	$ 705,753	1.63%
65-94 days	582,449	0.94	631,073	1.12	469,595	0.95	379,166	0.88
95 days or more	1,231,686	1.99	1,067,318	1.90	709,346	1.43	721,337	1.67
Total	$2,635,092	4.25%	$2,654,254	4.72%	$1,993,351	4.02%	$1,806,256	4.18%

Revenue Experience

The revenues for the credit card accounts from finance charges, fees paid by cardholders and interchange for the three months ended March 31, 2002 and for each year of the three-year period ended December 31, 2001 are set forth in the following table. The following table has not been adjusted to reflect the revenue experience of the accounts included in the April lump addition. If the April lump addition accounts were reflected, the revenue experience set forth in the table below would not be materially different.

The revenue experience in this table is presented on a cash basis before deduction for charge-offs. Average Revenue Yield is the result of dividing Finance Charges and Fees Paid by Average Principal Receivables Outstanding during the periods indicated. The percentage for the three months ended March 31, 2002 is an annualized number. Revenues from finance charges, fees and interchange will be affected by numerous factors, including the periodic finance charge on the credit card receivables, the amount of any annual membership fee, other fees paid by cardholders, the percentage of cardholders who pay off their balances in full each month and do not incur periodic finance charges on purchases, the percentage of credit card accounts bearing finance charges at promotional rates and changes in the level of delinquencies on the receivables.

Revenue Experience for the Accounts
(Dollars in Thousands)

	Three Months Ended March 31, 2002	Year Ended December 31, 2001	2000	1999
Finance Charges and Fees Paid	$2,257,994	$8,807,834	$8,096,143	$7,430,599
Average Revenue Yield	14.98%	15.89%	16.64%	17.43%

The revenues from periodic finance charges and fees—other than annual fees—depend in part upon the collective preference of cardholders to use their credit cards as revolving debt instruments for purchases and cash advances and to pay account balances over several months—as opposed to convenience use, where cardholders pay off their entire balance each month, thereby avoiding periodic finance charges on their purchases—and upon other card-related services for which the cardholder pays a fee. Revenues from periodic finance charges and fees also depend on the types of charges and fees assessed on the credit card accounts. Accordingly, revenues will be affected by future changes in the types of charges and fees assessed on the accounts and in the types of additional accounts added from time to time. These revenues could be adversely affected by future changes in fees and charges assessed on the accounts and other factors.

Cardholder Monthly Payment Rates

Monthly payment rates on the credit card receivables may vary because, among other things, a cardholder may fail to make a required payment, may only make the minimum required payment or may pay the entire outstanding balance. Monthly payment rates on the receivables may also vary due to seasonal purchasing and payment habits of cardholders. The following table sets forth the highest and lowest cardholder monthly payment rates for the credit card accounts during any month in the periods shown and the average of the cardholder monthly payment rates for all months during the periods shown, in each case calculated as a percentage of the total beginning account balances for that month. The cardholder monthly payment rates set forth in the following table have not been adjusted to reflect the experience of the accounts included in the April lump addition. If the April lump addition accounts were reflected, the cardholder monthly payment rates on the accounts as set forth in the table below would not be materially different.

Monthly payment rates include amounts that would be deemed payments of principal receivables and finance charge receivables with respect to the accounts. In addition, the amount of outstanding receivables and the rates of payments, delinquencies, charge-offs and new borrowings on the accounts depend on a variety of factors including seasonal variations, the availability of other sources of credit, general economic conditions, tax laws, consumer spending and borrowing patterns and the terms of the accounts, which may change.

Cardholder Monthly Payment Rates for the Accounts

	Three Months Ended March 31, 2002	Year Ended December 31,		
		2001	2000	1999
Lowest Month	17.28%	17.43%	18.90%	20.66%
Highest Month	20.21%	21.37%	23.03%	22.57%
Average of the Months in the Period	18.73%	19.66%	20.72%	21.54%

Interchange

Creditors participating in the MasterCard International and VISA associations receive interchange as partial compensation for taking credit risk, absorbing fraud losses and funding receivables for a limited period before initial billing. Under the MasterCard International and VISA systems, a portion of this interchange in connection with cardholder charges for merchandise and services is passed from banks which clear the transactions for merchants to credit card-issuing banks. Interchange ranges from approximately 1% to 2% of the transaction amount. Citibank (South Dakota) is required to transfer to the master trust interchange attributed to cardholder charges for merchandise and services in the accounts. In general, interchange is allocated to the master trust on the basis of the ratio that the amount of cardholder charges for merchandise and services in the accounts bears to the total amount of cardholder charges for merchandise and services in the portfolio of credit card accounts maintained by Citibank (South Dakota). MasterCard International and VISA may change the amount of interchange reimbursed to banks issuing their credit cards.

The Credit Card Receivables

The receivables in the credit card accounts as of April 27, 2002 (as adjusted by the April lump addition) included $888,109,993 of finance charge receivables and $64,381,654,286 of principal receivables — which amounts include overdue finance charge receivables and overdue principal receivables. As of April 27, 2002 (as adjusted by the April lump addition), there were 50,607,813 accounts. Included within the accounts are inactive accounts that have no balance. The accounts had an average principal receivable balance of $1,272 and an average credit limit of $6,724. The average total receivable balance in the accounts as a percentage of the average credit limit with respect to the accounts was 19%. Approximately 85% of the accounts were opened before April 2000. Of the accounts, approximately 13.44% related to cardholders with billing addresses in California, 9.84% in New York, 6.49% in Texas and 6.18% in Florida. Not more than 5% of the accounts related to cardholders having billing addresses in any other single state.

The credit card accounts include receivables which, in accordance with the servicer's normal servicing policies, were charged-off as uncollectible before they were added to the master trust. However, for purposes of calculation of the amount of principal receivables and finance charge receivables in the master trust for any date, the balance of the charged-off receivables is zero and the master trust owns only the right to receive recoveries on these receivables.

The following tables summarize the credit card accounts by various criteria as of April 27, 2002 (as adjusted by the April lump addition). References to "Receivables Outstanding" in these tables include both finance charge receivables and principal receivables. Because the composition of the accounts will change in the future, these tables are not necessarily indicative of the future composition of the accounts.

Credit balances presented in the following table are a result of cardholder payments and credit adjustments applied in excess of a credit card account's unpaid balance. Accounts which have a credit balance are included because receivables may be generated in these accounts in the future. Credit card accounts which have no balance are included because receivables may be generated in these accounts in the future.

Composition of Accounts by Account Balance

Account Balance	Number of Accounts	Percentage of Total Number of Accounts	Receivables Outstanding	Percentage of Total Receivables Outstanding
Credit Balance	426,633	0.84%	$ (82,074,243)	(0.13)%
No Balance	30,595,724	60.46	0	0.00
Less than or equal to $500.00	4,594,260	9.08	833,346,778	1.28
$500.01 to $1,000.00	2,003,648	3.96	1,481,116,579	2.27
$1,000.01 to $2,000.00	2,830,968	5.59	4,184,789,994	6.41
$2,000.01 to $3,000.00	2,157,884	4.26	5,369,126,569	8.23
$3,000.01 to $4,000.00	1,733,648	3.43	6,048,996,323	9.27
$4,000.01 to $5,000.00	1,522,016	3.01	6,853,189,945	10.50
$5,000.01 to $6,000.00	1,173,967	2.32	6,440,267,171	9.87
$6,000.01 to $7,000.00	903,318	1.78	5,856,684,929	8.97
$7,000.01 to $8,000.00	677,546	1.34	5,066,986,364	7.76
$8,000.01 to $9,000.00	499,907	0.99	4,238,474,745	6.49
$9,000.01 to $10,000.00	379,943	0.75	3,603,050,627	5.52
Over $10,000.00	1,108,351	2.19	15,375,808,498	23.56
Total	50,607,813	100.00%	$65,269,764,279	100.00%

Composition of Accounts by Credit Limit

Credit Limit	Number of Accounts	Percentage of Total Number of Accounts	Receivables Outstanding	Percentage of Total Receivables Outstanding
Less than or equal to $500.00	2,957,821	5.84%	$ 50,476,829	0.08%
$500.01 to $1,000.00	2,346,261	4.64	256,886,102	0.39
$1,000.01 to $2,000.00	4,834,049	9.55	1,278,273,223	1.96
$2,000.01 to $3,000.00	4,250,833	8.40	2,083,946,912	3.19
$3,000.01 to $4,000.00	3,470,014	6.86	2,439,092,472	3.74
$4,000.01 to $5,000.00	5,390,540	10.65	4,325,130,255	6.63
Over $5,000.00	27,358,295	54.06	54,835,958,486	84.01
Total	50,607,813	100.00%	$65,269,764,279	100.00%

Accounts presented in the table below as ''Current'' include accounts on which the minimum payment has not been received before the next billing date following the issuance of the related bill.

Composition of Accounts by Payment Status

Payment Status	Number of Accounts	Percentage of Total Number of Accounts	Receivables Outstanding	Percentage of Total Receivables Outstanding
Current	49,411,823	97.64%	$60,181,100,846	92.20%
Up to 34 days delinquent	653,090	1.29	2,532,563,390	3.88
35 to 64 days delinquent	185,377	0.37	795,461,071	1.22
65 to 94 days delinquent	116,373	0.23	560,729,286	0.86
95 to 124 days delinquent	93,694	0.18	461,456,800	0.71
125 to 154 days delinquent	79,178	0.16	391,789,224	0.60
155 to 184 days delinquent	68,278	0.13	346,663,662	0.53
Total	50,607,813	100.00%	$65,269,764,279	100.00%

Composition of Accounts by Age

Age	Number of Accounts	Percentage of Total Number of Accounts	Receivables Outstanding	Percentage of Total Receivables Outstanding
Less than or equal to 6 months	328,935	0.65%	$ 823,180,925	1.26%
Over 6 months to 12 months	2,237,115	4.42	4,497,829,966	6.89
Over 12 months to 24 months	5,171,673	10.22	8,858,849,994	13.57
Over 24 months to 36 months	4,229,102	8.36	6,223,306,396	9.54
Over 36 months to 48 months	3,653,647	7.22	4,721,508,293	7.23
Over 48 months	34,987,341	69.13	40,145,088,705	61.51
Total	50,607,813	100.00%	$65,269,764,279	100.00%

Billing and Payments

The credit card accounts have different billing and payment structures, including different periodic finance charges and fees. The following information reflects the current billing and payment characteristics of the accounts.

Each month, billing statements are sent to cardholders who had activity during the immediately preceding billing period. To the extent a cardholder has a balance due, the cardholder must make a minimum payment equal to the sum of

(1) the amount which is past due plus any amount which is in excess of the credit limit,

(2) if the account is a combined credit card and a separate AT&T calling card, the sum of all calling transactions posted to the account in the current billing period, and

(3) the new balance on the billing statement if it is less than $20, or $20, if the new balance is at least $20 and not greater than $960, or if the new balance exceeds $960, 1/48th of the new balance.

The required minimum payment, however, cannot be less than the finance charges billed.

A periodic finance charge is imposed on the credit card accounts. The periodic finance charge imposed on balances for purchases and cash advances for a majority of the accounts is calculated by multiplying (1) the daily balances for each day during the billing cycle by (2) the applicable daily periodic finance charge rate, and summing the results for each day in the billing period. The daily balance is calculated by taking the previous day's balance, adding any new purchases or cash advances and fees, adding the daily finance charge on the previous day's balance, and subtracting any payments or credits. Cash advances are included in the daily balance from the date the advances are made. Purchases are included in the daily balance generally from the date of purchase. Periodic finance charges are not imposed in most circumstances on purchase amounts if all balances shown in the previous billing statement are paid in full by the due date indicated on the statement.

No finance charge is imposed on calling card transactions in the billing cycle in which the transactions are posted to the account. The receivables represented by these charges are not part of the master trust's assets. However, any charge for calling card transactions that is not paid by the payment due date on the monthly statement in which it is billed is added to the daily balance of purchases on the first day of the next billing cycle. These unpaid calling card transactions, and any finance charges on these unpaid transactions, then become receivables that are part of the master trust's assets.

The periodic finance charge imposed on balances in most credit card accounts for purchases is currently the Prime Rate, as published in The Wall Street Journal, plus a percentage ranging from 5.40% to 11.99%. As of the most recent monthly reset date, the periodic finance charge on balances in most accounts for purchases ranged from 10.15% to 16.74%. The periodic finance charge imposed on balances in most credit card accounts for cash advances is currently 19.99%. If a cardholder defaults under their credit card agreement, the periodic finance charge assessed on all balances in their account can be increased up to 24.99%. Promotional rates of limited duration are offered from time to time to attract new cardholders and to promote balance transfers from other credit card issuers and the periodic finance charge on a limited number of accounts may be greater or less than those generally assessed on the accounts.

The periodic finance charge on accounts may be changed at any time by providing prior written notice to cardholders. Any increase in the finance charge will become effective upon the earlier of subsequent use of a card and the expiration of a 25-day period from the date the change was made effective—assuming failure on the part of the cardholder to object to the new rate.

Most of the accounts are subject to additional fees, including:

- a late fee if the cardholder does not make the required minimum payment by the payment date shown on the monthly billing statement, which fee is assessed monthly until the account is less than 30 days past due. The late fee is $15 on balances up to $100, $25 on balances of $100 up to $1,000 and $35 on balances of $1,000 and over;

- a cash advance fee which is generally equal to 3.0% of the amount of the cash advance, subject to a minimum fee of $5;
- a balance transfer fee of 3.0% of the amount transferred to the account, subject to a minimum fee of $5 and a maximum fee of $50;
- a returned payment fee of $29;
- a returned check fee of $29;
- a stop payment fee of $29; and
- a fee of $29 for each billing period with respect to each account with an outstanding balance over the credit limit established for that account.

There can be no assurance that periodic finance charges, fees and other charges will remain at current levels in the future. Payments by cardholders on the accounts are processed and applied first to all minimum amounts due. Payments in excess of the minimum amount due are applied to the following items in the following order:

(1) balances associated with lower, promotional periodic finance charges,

(2) balances related to purchases, and

(3) balances related to cash advances.

Citibank Credit Card Issuance Trust

$750,000,000 Floating Rate Class 2002-A4 Notes of June 2014

(Legal Maturity Date June 2016)

Citibank (South Dakota), National Association
Citibank (Nevada), National Association
Originators of the Trust

Prospectus Supplement
Dated June 4, 2002

Underwriters

Salomon Smith Barney

Lehman Brothers

Merrill Lynch & Co.

You should rely only on the information contained or incorporated by reference in this prospectus supplement and the accompanying prospectus. No one has been authorized to provide you with different information.

The notes are not being offered in any state where the offer is not permitted.

The issuer does not claim the accuracy of the information in this prospectus supplement and the accompanying prospectus as of any date other than the dates stated on their respective covers.

Until the date which is 90 days after the date of this prospectus supplement, all dealers effecting transactions in the notes, whether or not participating in this distribution, may be required to deliver a prospectus supplement and prospectus. This is in addition to the obligation of dealers to deliver a prospectus supplement and prospectus when acting as underwriter of the notes and with respect to their unsold allotments or subscriptions.