

# **Cardholder General Terms & Conditions**

**Pan Asia Banking Corporation PLC (PQ 48)  
450, Galle Road  
Colombo 03**

# CREDIT CARDHOLDER GENERAL TERMS & CONDITIONS

## IMPORTANT: BEFORE YOU USE YOUR CREDIT CARD, PLEASE READ & UNDERSTAND THESE TERMS & CONDITIONS

### INTRODUCTION

It is important that you read and understand the following Terms & Conditions governing the use of your Pan Asia Bank Credit Card. If you do not understand any of them, please feel free to contact us. Our staff at Cards Department & Call Centre will be happy to assist you. By signing and /or activating and/or using your Credit Card, you have agreed to be bound by these Terms & Conditions.

The issue of a Pan Asia Bank Credit Card is conditional upon the truthful completion of the Bank's Credit Card Application Form by a person under the laws of Sri Lanka. The Bank reserves the right to issue a Card or reject an application for issue of a Credit Card without assigning any reason, notwithstanding that the applicant may prima facie satisfy the eligibility criteria, and is also subject to the Bank's satisfactory verification of information supplied.

We strongly recommend that you keep this booklet readily available as it contains information, which is important to you.

### 1. THE CARD

- 1.1 The card is and will be, at all times, the property of the bank and must be surrendered to the Bank immediately upon request by the Bank or its duly authorized agents.
- 1.2 The card may be collected by the cardholder or sent by post or courier or to the address notified to the Bank by the Cardholder or collected/handed over to a nominated third party at the risk of the Cardholder.
- 1.3 Upon receipt of the Card, the Cardholder shall sign the Card immediately and such Signature and/or activation and/or the use of the Card will constitute binding and conclusive evidence of the confirmation of the Cardholder to be bound by these Terms and Conditions for which purpose the Primary Cardholder hereby binds all Supplementary Cardholder(s) as his agent for this purpose notwithstanding that the Bank is not notified of the Cardholder's receipt of the Card. Only the party whose name is embossed on the face of the Card and has duly signed the reverse of the Card can use the Card.
- 1.4 In the event, the Cardholder does not wish to be bound by these Terms and Conditions, the Cardholder shall cut the Card in half and return both halves to the bank and Clause 15 (Termination) hereof shall henceforth be operative.
- 1.5 The Card is not transferable and will be used exclusively by the Cardholder. The Cardholder under no circumstances whatsoever will allow the Card and/or PIN to be used by any other individual. The Cardholder as Security may not pledge the Card for any purpose whatsoever.
- 1.6 The cardholder shall at all times ensure that the Card is kept in a safe place.

## **2. USE OF THE CARD**

- 2.1 The use of this Card outside Sri Lanka is as stipulated from time to time by the Central Bank of Sri Lanka, Department of Exchange control or any other regulatory body. The Card holder will also be liable to clear all the outstanding without prejudice to any right, remedy or action against him, by the Central Bank of Sri Lanka, the Bank, court or any regulatory agency.
- 2.2 The card may be used for Card Transactions:
  - a) Without the Credit Limit notified by the Bank to the Cardholder, and
  - b) Until the expiry date embossed on the Card. On the condition that the status of the Card Account remains current until such expiry
- 2.3 The cardholder undertakes to act in good faith at all times in relation to all dealings with the Card and the Bank.
- 2.4 The Cardholder shall and undertakes to stay within the prescribed Credit Limit assigned by the Bank unless prior approval in writing to exceed this limit is obtained by the Cardholder from the Bank and further undertakes to effect no purchases or transactions which may cause the aggregate outstanding balance under all such purchases and transactions to exceed such Credit limit. If in Contravention of this provision, the Cardholder exceeds the credit limit, then the Cardholder must pay the amount exceeding the Credit Limit in full and the Minimum Amount Due and also in addition an Over-limit Charge.

## **3. CREDIT LIMIT**

- 3.1 Your Credit Limit is the maximum amount that can be outstanding and owing to the Bank, on your Card Account at any point of time. The limit will be determined at the sole discretion of the Bank and will be advised to you in writing. The Bank also reserves the right to increase or decrease the limit from time to time. The Bank may also establish separate limits for Cash and Non Cash Transactions (within the overall Credit Limit of your Card Account).
- 3.2 The Available Credit on your Card Account will be the un-utilized value of the Credit Limit at any point in time, after taking into account the balance outstanding and any Transactions already accepted by the Bank but not received for processing as of that date. Where separate Cash and Non-Cash Transaction Limits have been established, the available credit will also be split accordingly. You undertake to ensure that you will incur transactions on your Card Account in a manner that you are always within the Available Credit (Cash and Non-Cash where applicable) on your account.
- 3.3 Notwithstanding that the Cardholder's Credit Limit has not been exhausted, the bank shall at its absolute discretion be entitled to, at any time and without notice and without giving any reason and without liability towards the Cardholder, withdraw and restrict the Cardholder's right to use and or to refuse to authorize any Card Transaction.
- 3.4 Exceeding the Credit Limit on the Card Account by the cardholder(s) will be considered a breach of the terms and conditions of this agreement and the Bank will at its absolute discretion cancel the account without prior notice.

#### **4. SUPPLEMENTARY/ADDITIONAL CARD(S)**

- 4.1 The Bank may in its absolute discretion approve and issue Supplementary/Additional Card(s) to a person(s) nominated by the Cardholder and requested jointly by the Cardholder and Supplementary Additional Cardholder(s). The Supplementary Cardholder(s) must be of 18 years of age or over and is an immediate family member(s) (spouse, child, parent, brother or sister) and the Terms and Conditions will bind such person(s).
- 4.2 The Credit Limit assigned to the Primary Cardholder is inclusive of the Credit Limit of the Supplementary Cardholder and the Primary Cardholder, and the Supplementary Cardholder shall not permit the total of the Charges incurred through their respective Cards to exceed the said Credit Limit.
- 4.3 The validity of the Supplementary Card is dependent on the validity of the Primary Card. The termination of the Supplementary Card shall not terminate the Primary Card.
- 4.4 The undertakings, liabilities and obligations of the Primary Cardholder and the Supplementary/Additional Cardholder to the Bank and the Bank's right herein shall not be affected in any way by any dispute or counter claim which the Primary Cardholder and the Supplementary Cardholder may have against each other.
- 4.5 Both the Cardholder and the Supplementary/Additional Cardholder(s) will be jointly and severally liable for all Transactions processed by the use of the Card(s) whether their Card Accounts are combined or separate.
- 4.6 The Primary Cardholder may withdraw the authority of the Supplementary Cardholder(s) by sending a written intimation to the Bank accompanied by the Supplementary Card cut in half.
- 4.7 All the Transactions authorized by the supplementary Cardholder prior to the Date the Supplementary Card is received by the Bank, are valid and treated as binding upon the Primary Cardholder and are the liability of the Primary Cardholder.
- 4.8 The primary Cardholder Shall indemnify the Bank against any loss, damage, liability, costs and expenses whether legal or otherwise incurred by the Bank by reason of any legal disability or incapacity of the Supplementary Cardholder or any breach of these Terms and Conditions by the Supplementary Cardholder.

#### **5. ACCEPTANCE OF CARD**

- 5.1 The Card will be honored only when it carries the signature of the respective Primary or Supplementary Cardholder as applicable. A Card will normally be honored by Merchant Establishments and Financial Institutions displaying the appropriate Card symbol (either MasterCard or VISA). The Bank is not responsible or liable for the refusal by any Merchant/Financial Institution to accept the Card for any reason whatsoever. Card promotional material or appropriate Card symbols (MasterCard or VISA) displayed on any premises is not a warranty that all goods and services available at those premises may be purchased with your Card.
- 5.2 The purchase of products such as Petrol, Diesel, Gas etc. from Petrol Sheds or Stations is subject to applicable handling and service charges.
- 5.3 However, you may report to the Bank any merchant/bank refusal, detailing the name of location, date and time of the transaction and other details that will assist the Bank in its investigation.

## 6. STATEMENT OF ACCOUNTS

- 6.1 The Bank will mail to you under normal post a statement of transactions in your Card Account every month on a predetermined date. If there is no balance outstanding and there are no Transactions received by the Bank since your last statement, no statement will be issued.
- 6.2 Non receipt of statement for any reason whatsoever is not a valid reason for non payment of at least the Minimum Amount Due. Should you not receive the statement within 10 days from the date of your usual Statement Date please call the Bank (Cards Services) to check the amount payable.
- 6.3 Your statement will detail all Transactions received and processed on your Card Account since the date of your previous statement and up to the close of business on the day of the current Statement Date.
- 6.4 The amount outstanding on your statement will be made up of the following;
  - a) The price of all goods and services purchased by the use of your Card including all mail and telephone orders authorized by you or by any Supplementary/ Additional Cardholder(s) to be charged to your Card Account.
  - b) Cash Advances on your Card Account including those incurred through Automated Teller Machines (ATM's) where applicable.
  - c) The Charges set out under the Clause 7 (Payment & Charges) of these Credit Card Terms and Conditions of use (e.g. Fees, Service Charges, etc.) together with the prevailing Government Taxes and all other Bank charges with interest incurred by the use of a Credit Card.

## 7. PAYMENT AND CHARGES

Details of all current fees and charges referred to in this section are stated in the Cards Brochure published by the Bank, copies of which are available on request. These Charges may be amended from time to time without giving advance notice to the Cardholder.

- 7.1 The Cardholder agrees to pay the bank upon the request of the Bank a joining fee as prescribed by the Bank for the Card when issued and a joining fee prescribed by the Bank for each Supplementary Card when issued.
- 7.2 The Cardholder agrees to pay the Bank upon the request of the Bank an annual fee as prescribed by the Bank for the Card when issued or renewed and an annual fee prescribed by the bank for each Supplementary Card when issued or renewed. No refund of annual fee will be made if the Card is terminated or not accepted.
- 7.3 The Cardholder agrees to pay the total amount of all Charges described as the Current Balance specified in the specified Statement of Account which is due in full and payable not later than the date specified on the Statement of Account and the Cardholder shall incur no financial charge (excluding for Cash Advance) if the payment of the Current Balance is received by the Bank on or before the Payment Due Date.
- 7.4 The Cardholder may choose not to settle the Current Balance in full, in which case the Cardholder may pay at least 5% of the current balance or Rs. 500/-, whichever is higher, on or before the Payment Due date (hereinafter referred to as Minimum Amount Due'). If the current balance is less than Rs. 500/- then the Current balance becomes fully due. However, if the

Minimum Amount Due is not paid by the Payment Due Date or only partly, then the unpaid amount will be added to the next statement's Minimum Amount due.

- 7.5 If the Cardholder fails to pay the Minimum Amount Due by the Payment Due Date, a late payment charge as prevailing from time to time will be levied.
- 7.6 If the Cardholder does not settle the Current Balance by the Payment Due Date, a finance charge calculated on a daily basis will be applied to the Current Balance until any payments are credited to the Card Account and thereafter on the reduced balance.
- 7.7 All payments received by the Bank from the Cardholder may be applied in the following order of payment or such other order of priority as the Bank may think fit;
  - a. All unpaid finance charges, service charges, fees, Cash Advances and other costs shown on any previous Statement of Account.
  - b. All unpaid finance charges, service charges, fees, Cash, Advances and other costs shown on the current Statement of Account.
  - c. All unpaid Card Transaction/s and Purchase Transactions shown on the current Statement of Account.
  - d. All unpaid Card Transactions and Purchase Transactions shown on the current Statement of Account
  - e. All finance charges, service charges, fees, Cash Advances and other costs and Card Transactions not yet shown on the current Statement of Account.
- 7.8 The bank shall be entitled at its sole discretion to vary the rate or method or calculation of the annual fees, handling charges, additional charges, finance charges, the specific Minimum Amount Due and/or late payment charges.
- 7.9 Replacement charge as prescribed by the Bank is payable by Cardholder to the Bank immediately upon a request to the Bank to issue a Replacement Card. Additional charges as prescribed by the Bank are payable by the Cardholder to the Bank immediately upon the request to the Bank for the provision of copies of sales voucher/ cash Advance Slip and any further services the Bank may provide from time to time.
- 7.10 Without prejudice to the Bank's rights at any time to take the appropriate legal action, the Bank may charge fees for any returned unpaid cheques drawn by the Cardholder in full or partial payment of the outstanding amount.
- 7.11 The Cardholder hereby expressly agrees that if any sums shall be due from the Cardholder to the Bank at any time under the Card Account, the Cardholder shall be liable to the bank on any banking account, or any other account, current or otherwise, in any manner or if default is made by the Cardholder in the provisions of such accounts or in any other banking facilities granted by the Bank to the Cardholder, then and in such event, the whole outstanding balance on the Cardholder's account shall become immediately due and payable and the provisions of Clause 15 (Termination) hereof shall be applicable.
- 7.12 A letter/balance confirmation signed by an officer of the Bank, stating the balance of your Card Account, will be prima facie evidence of the amount of your liability to the Bank at the date of the letter / balance confirmation.
- 7.13 Any cash deposits may only be regarded as having been

received by the Bank upon crediting the same to the Card Account.

- 7.14 Acheque deposit shall be acceptable for collection and the proceeds shall not be available until the cheque has been cleared and the proceeds paid to the CardAccount by the bank.
- 7.15 Payments made by cheques drawn on a location where the Bank does not have a branch will be subject to a processing and handling fee as determined by the Bank from time to time.
- 7.16 The Cardholders may issue a standing instruction to the Cardholder's current or savings account with the Bank to make payments of a percentage of the Cardholder's outstanding Credit Card bill amount to the Card Account on the Payment Due Date. The Cardholder agrees that any amendments and cancellation to any such standing instruction should reach the bank at least two weeks before the next Payment Due Date.
- 7.17 Payments made by the Cardholder to the Bank in respect to the Card Account will be applied by the Bank in or towards payment of the Cardholder's liabilities to the Bank under these terms and conditions in such order as the Bank thinks fit from time to time.
- 7.18 Payments will be treated as made from the date on which the payments are actually received by the Bank in the ordinary course of business and not from the posting date on the Statement. At least 3-4 days should be allowed for the payment to be credited to the Card account.
- 7.19 All payments made by the Cardholder shall be in the billing currency of the Card Account. If payment is made in any other currency, the Cardholder shall pay the bank all exchange, commission and other charges or losses charged or incurred by the Bank in converting such payment to the billing currency. Such conversion shall be effected at such rate of exchange as may be conclusively determined by the bank at the date of entry into the Card Account. Any payment made by the Cardholder in the billing currency of the Card Account will be credited to the Card Account only on the date of the Bank's posting of the funds into the CardAccount and where payment is received in any other currency other than the billing currency, such payment shall be credited after the date when such payment is converted to the billing currency or when relevant funds have been received for value by the Bank and posted to the Card Account.
- 7.20 The Bank may at any time demand that the Cardholder produces a dated cheque and/or pledge cash collateral in favour of the Bank for the amount, which the Bank may require even when such a cheque was not demanded when the card was issued to the Cardholder. The Cardholder, in such an eventuality, will be deemed to have authorized the Bank to present it for payment on the said date against any amount due to the Bank.
- 7.21 Non - receipt of Statement of Account shall not be construed by the Cardholder to be sufficient reason for nonpayment of dues on time. The Bank cannot be held liable for non receipt of statement due to unforeseen circumstances and circumstances outside the Bank's control.
- 7.22 If the Cardholder is travelling or out of town, it would be the responsibility of the Cardholder to make arrangements to ensure that at least the MinimumAmount Due is paid to the Bank on or before the Payment Due Date.
- 7.23 The Bank will credit the Cardholder's CardAccount with the amount of any refund only upon receipt of a properly issued credit voucher from the member establishment.

- 7.24 The payment by the Cardholder of any sum to the Bank in respect of any Statement of Account shall constitute binding and conclusive evidence of the acceptance by the Cardholder of the entries shown on that Statement of Account.

Further details of the financial charges and other charges applicable to the cards which are not listed above and its use are available on request at Card Centre.

## **8. STATUTORY REGULATIONS**

- 8.1 The Cardholder(s) agrees to comply with all regulations issued from time to time by the Department of Exchange Control or similar Regulatory Authority, which may be affected by use of the Card(s) and to indemnify of any loss, claim or expenses incurred by the Bank as a result of non compliance or breach of any such regulations in force.
- 8.2 The Cardholder(s) shall not use the Card(s) for capital transactions and purchase / import consumer goods in commercial quantities outside Sri Lanka
- 8.3 In the event the use of this card necessitates Electronic Funds Transfer (EFT) or withdrawal from ATM's in foreign currency, the same will be subjected to regulations issued by the Department of Exchange Control from time to time and will be for authorized purposes only.
- 8.4 The Cardholder(s) shall surrender the Card(s) to the Bank in the event the Cardholder(s) migrates, leaves Sri Lanka for employment overseas or is deemed 'non-resident' as per definitions of Exchange Control Regulations in force from time to time.
- 8.5 The Bank will comply with the requirements of the Controller of Exchange or any other regulatory authorities as stipulated from time to time and will disclose such transactions to relevant authorities under prevailing Rules and Regulations of the Democratic Socialist Republic of Sri Lanka
- 8.6 The Bank may on its own accord cancel the Card(s) without notice to the Cardholder(s) in the event the Bank has any reason whatsoever to believe that there has been a violation of the Exchange Control Regulations or any other statutory regulations in force at the time of such cancellations.

## **9. CASH ADVANCE**

The Cardholder may obtain Cash Advances up to maximum percentage of the Credit Limit subject to availability of adequate credit, subject to Department of Exchange Control Regulations and as maybe acceptable to the Bank from time to time at its absolute discretion by the following means;

- 9.1 Presenting the Card at any of the branches of the Bank or at any member institution of MasterCard/VISA together with evidence of his identity and signing the necessary Transaction record.
- 9.2 Use of the Card at any ATM of the Bank or of any other bank or institution with whom the Bank has an Agreement for the use of the ATM of the said bank or institution in which case the amount of each advance will be further subject to the applicable daily withdrawal limit of the ATM
- 9.3 In addition to ATM, bank, merchant, agent, local or country limits and restrictions, Exchange Control Regulations and/or other regulatory authority restrictions issued from time to time will also apply.



- 9.4 The Bank will provide a PIN to be used in conjunction with the Card when effecting a transaction at an ATM. The Cardholder may under no circumstances whatsoever disclose the PIN to any other person.
- 9.5 The Bank's record of any Transaction effected in conjunction with a PIN shall be binding on the Cardholder as to its consequence and the information on the Bank's system will be conclusive evidence and binding on the Cardholder.
- 9.6 The use of the Card by the Cardholder to obtain a Cash Advance shall be deemed to constitute the Agreement of the Cardholder to pay a finance charge, interest & fees on the amount of Cash Advance from the date of the advance until repayment in full. The Bank may from time to time, vary the amount of finance charge payable by the Cardholder.
- 9.7 Any instrument purchased on the Card which are readily convertible to cash such as travelers cheques, demand drafts, telegraphic transfers etc. will also be treated as Cash Advances and will be subject to the above charges.
- 9.8 This facility maybe charged or withdrawn by the Bank without prior notice to the Cardholder.

## **10. LOSS OF CARD & PIN**

- 10.1 The Bank may issue a PIN for the Cardholder for use at any ATM, which will accept the Card and the Cardholder agrees that the PIN may be sent by post or courier to the Cardholder at his risk.
- 10.2 The Bank may issue a Telephone Identification Number (TIN) for the Cardholder for use on the Bank's IVR. The Cardholder agrees that the TIN may be sent by Registered Post or by courier to the Cardholder at his risk.
- 10.3 The Cardholder shall be fully liable for all Card Transactions made with the PIN and TIN whether with or without the knowledge of the Cardholder.
- 10.4 The Cardholder shall use all reasonable precautions to prevent the loss or theft of the Card and shall not disclose the PIN and TIN to any other party.
- 10.5 In the event that the Card is lost or stolen or the PIN/TIN is disclosed to any other party, the Cardholder shall immediately notify the said loss, theft or disclosure together with the particulars thereof to the Bank and the Police locally or overseas where such loss or theft or disclosure occurred.
- 10.6 The Cardholder should report the loss or theft of The Card immediately upon discovery of loss/theft by telephone, fax, e-mail or telex to the Bank and in writing to the Police (or, if overseas, to any member of MasterCard or VISA) but in any such case the telephone, fax, e-mail or telex message shall be confirmed in writing forthwith under the hand of the Cardholder or his attorney.
- 10.7 The Cardholder shall be liable for all amounts debited to the account as a result of the unauthorized use of the Card until confirmation of its loss or theft has been notified and later confirmed in writing to the Bank.
- 10.8 The Cardholder will give the Bank all the information in the Cardholder's possession as to the circumstances of the loss, theft or misuse of the Card and take all steps deemed necessary by the Bank to assist in the recovery of a lost/stolen card.
- 10.9 The Cardholder shall be and remain fully liable to make payment

to the Bank for any debit to the Card Account arising from any Card transactions, goods or services supplied by merchants, Cash Advances or ATM and Phone Banking transactions effected through the use of the Card by any person whether with or without knowledge of the Cardholder and irrespective of whether they were authorized by the Cardholder or not.

- 10.10 The Bank may at its absolute discretion issue a replacement for any lost or stolen Card or a new PIN /TIN on these Terms and Conditions that the Bank may deem fit.
- 10.11 In the event that the Cardholder recovers the lost or stolen Card, he shall immediately return the same, cut in half to the Bank without using it. The cardholder shall not use the PIN and TIN after reporting to the Bank of the disclosure of the same to any other party.
- 10.12 With regard to lost Cards, the Bank will levy a charge to cover the administration cost in informing the merchant network and the issue of a new card.

## **11.CARD VALIDITY, EXPIRATION AND RENEWAL**

- 11.1 All Cards will usually be issued for a validity period of one year. The bank may at its discretion issue Cards with validity for a period exceeding one year. The validity of the Card will expire on the expiration date appearing on your Card.
- 11.2 Unless in breach of the Terms and Conditions, the Bank will automatically renew the validity of your Card (and that of your Supplementary/Additional Cardholder's) and send you new Card(s) usually 10 days before the expiration of your current Card(s). In case of non-receipt of your renewed Card(s) before the stipulated time, please contact Card Service of the Bank.
- 11.3 All Cards, which do not have any payments pending for over a month or more, will be renewed automatically. In case the Cardholder does not want his to be renewed automatically or any Supplementary Card to be renewed, a written intimation should be sent to Card Centre two months in advance. Intimations sent earlier than two months or less than 30 days before the expiry cannot be accepted. In the absence of this, the renewal fee (as applicable at the time of renewal) will be charged and will not be refunded.
- 11.4 The Cardholder must not attempt to use his Card outside validity period. The Bank will not be liable in any manner whatsoever for any consequences arising due to the attempt to use the card outside its validity period.

## **12.SERVICE**

- 12.1 The Service is available through PAN ASIA BANK's Internet & SMS Banking networks or any other channel established by the Bank.
- 12.2 The Bank may issue a PIN /TIN to the Cardholder for use through ATM/ IVR/ Phone Banking or any other channel.
- 12.3 The PIN/TIN may be sent by registered post to the Cardholder at the risk of the Cardholder.
- 12.4 Usage of the TIN for accessing the Automated Banking System will be construed as acceptance of these terms and conditions.
- 12.5 If the Cardholder uses the 'Automated Banking System', any instructions conveyed by the Cardholder shall be deemed valid and the Bank may act upon the same provided the Cardholder identifies him/herself through the Telephone identification Number

allotted to him/her. The Cardholder will not allow anyone to use this facility on his/her behalf.

- 12.6 The Cardholder agrees that the Service is provided at the request and risk of the Cardholder and upon confirmation of the Cardholder's identity on the telephone either by the TIN or otherwise (by provision of the personal details required by the Bank) which will be sufficient authority for the Bank to identify the caller as the Cardholder and the Bank may:
  - a. Communicate the new PIN/TIN or a replacement PIN/TIN over the telephone.
  - b. Debit the Cardholder's Card Account as detailed by the caller to pay utility bills. Such instructions shall constitute binding and conclusive evidence of the confirmation of the Cardholder to be bound by these Terms and Conditions.
- 12.7 The Credit Card may be used for payment of Utility bills including but not limited to, telephone, electricity and water bills in accordance with the details shown on the Bill Payment Facilities form which the cardholder instructs the Bank on the telephone.
- 12.8 The Bank will act as intermediary only in transferring funds from the CardAccount in settlement of the said bills. The Bank shall not respond to and shall not be a party to any, dispute regarding the correctness of the bills, or regarding the utility or its services or if any of the Merchants withdraws, cancels, alters or amends these products/ services. In addition, the Bank reserves the right to change the benefits available to Cardholders at anytime without prior notice.
- 12.9 The Bank shall not be liable for, and the Cardholder hereby irrevocably releases the Bank from any liability for, excess, insufficient, late or incorrect payment of the said bills or any consequences thereof (including, but not limited to) termination or disconnections of service or any other loss, damage, claims or proceedings that may rise as a result of the payment of such bills through the service. In particular, the Bank shall have no liability arising from misuse of the Card/PIN/TIN malfunctioning of the ATM whether similar to the foregoing or not.
- 12.10 The Cardholder agrees to intimate the Bank in writing or by telephone any changes to its utility consumer numbers.
- 12.11 The Cardholder acknowledges that the Service is available only with respect to Utilities with whom the Bank has a current arrangement to make payment on behalf of its Cardholder.
- 12.12 The Cardholder agrees that the Bank's records of the transactions processed through the Service shall be final and binding and that the Cardholder shall not dispute the validity of the transactions made using the Service.
- 12.13 The Cardholder hereby consents to the recording of telephone calls by the Bank and accepts that such recordings may be used by the Bank as evidence in a court of law or any legal proceedings.
- 12.14 The Cardholder accepts that payments of its account with the Utility through the Service may take up to three working days from receipt of instructions by the Bank and agrees that the bank shall not be liable for any disconnection/ discontinuation of service affected in the interim by the Utility.
- 12.15 The Cardholder acknowledges that he has been advised in his own interest, to pay his bills at least three working days prior to the due date to avoid disconnection / discontinuation in any way.
- 12.16 The Cardholder acknowledges that the Bank will not be liable

for any expenses or costs (including, but not limited to) any reconnection fees that may be incurred by the Cardholder as a consequence of a disconnection of service by a Utility.

- 12.17 Any instructions conveyed by the Cardholder through the IB/SMS/ATM/IVR/Phone Banking or any other channel shall be deemed valid and the Bank may act upon the use its records of such instructions as evidence in a court of law or other legal proceedings
- 12.18 The Cardholder agrees that the Bank retains the absolute discretion not to carry out the Cardholder's instruction (s) for whatsoever reasons and that the Cardholder shall not hold the Bank liable in any way whatsoever for failing to carry out such instruction (s). The Cardholder accepts and agrees that the Bank shall not be held liable in any way whatsoever for non-provision of the Service or failure to carry our instructions in full or in part. The Cardholder agrees that the Bank shall not be responsible for any delay in the execution or non execution of instructions that are in the Bank's opinion, unclear or invalid or that the Bank deems non-executory.
- 12.19 The Cardholder agrees that the Bank is under no obligation to provide the Cardholder with a receipt presenting the payment to the Utility.
- 12.20 The Cardholder agrees to take all necessary precautions to prevent unauthorized use of the Service and shall not disclose TIN or personal details to others. The Cardholder shall personally bear all risk and responsibility for any failure to abide by these Terms and Conditions. The Cardholder undertakes to notify the Bank immediately upon any unauthorized use of the Service or disclosure or any of its details to others and undertakes to confirm the same in writing or over the telephone.
- 12.21 The Cardholder authorizes the Bank to instruct the Utility to debit/credit its account (s) with such Utility where the Bank, at its sole discretion, believes that the payment has been credited or debited to the Cardholder's account with the Utility in errors through the Service.
- 12.22 The Cardholder hereby agrees and accepts that the Bank shall not be held liable for any failure, delay or error on the part of the Utility to record and effect any payment that the Cardholder instructs the Bank to make using the Service. The Cardholder also accepts and agrees that the bank shall not be held liable for any non-availability or malfunction of the IB/SMS/ATM/IVR/ Phone Banking/ other channels to authorize a payment to a Utility.
- 12.23 Should the Bank be found liable to the Cardholder or any party claiming thereunder by any court of law or legal proceedings for any failure to render, or any error or delay in rendering the Service or for any other reason whatsoever, the Cardholder hereby agrees that the maximum liability of the Bank shall be limited to the minimum sum required to reconnect its connections.
- 12.24 The Cardholder shall make one consolidated payment for each bill due for each respective Utility. The Bank will not be responsible for any disconnection/discontinuation due to part or delayed payment of a Utility bill.
- 12.25 All fees and charges pursuant to or in connection with the Service and these Terms and Conditions are non-refundable.
- 12.26 The Bank accepts no responsibility and will not be liable for any loss or damage for any Service failure or disruption (including, but not limited to, loss of data) attributable to system

or equipment failure or due to reliance by the Bank on third party products or interdependencies, including, but not limited to electricity and telecommunications. The Bank accepts no liability or responsibility for consequences arising out of the interruption of its business by Acts of God, riots, civil commotion, insurrection, war, or any other causes beyond its control, or by any strikes or lockouts.

12.27 The Bank may at its discretion vary or cancel the Service.

### **13.CARDHOLDER DISPUTES WITH MERCHANTS**

13.1 Any dispute or complaint against any Merchant Establishment/ Financial Institution must be directly resolved by the Cardholder with the Merchant. The bank is not in any manner responsible for the quality or value of any goods or services received by Cardholder or the Supplementary/Additional Cardholder(s) from any Merchant/Financial Institution.

13.2 The Bank shall not be liable in anyway to the Cardholder for any inconvenience, loss, damage or embarrassment of whatsoever nature due to or arising from any disruption or failure or defect in anyATM/POS machine or communication system or facilities or data processing system or transmission link or any industrial or other dispute or anything or cause, whether beyond the control of the Bank or otherwise.

### **14.DISPUTESAND RESOLUTIONS**

14.1 If you believe that an error has occurred you should contact the Bank promptly, (latest within 30 days of the statement date). To assist the Bank with its investigations, you will need to provide the following information; your name and card number, details of the Transaction in question and the amount of the suspected error.

14.2 If you inform the Bank orally, you are required to send your complaint in writing within 5 business days. Wherever necessary the Bank will contact you should it need any further information.

14.3 Pending the Bank's investigation and correction (if any), the Bank may, at its sole discretion, credit your account with the disputed amount till the dispute is resolved. Where, after completion of investigation, the Bank concludes that no error has occurred, the Bank will promptly advise you accordingly. Your account will be debited for the disputed amount with the value date and service charges will accrue accordingly. Your account will be debited for the disputed amount with the value date and service charges will accrue accordingly, and if in the process of investigating your query, the Bank has had to retrieve voucher copies etc. either from its archives or through another bank, your account will be debited for retrieval fees as appropriate.

### **15.TERMINATION**

15.1 Notwithstanding the payment provisions outlined under Clause 7 (Payment and Charges) above, all amounts outstanding on a Card Account (including that of all Supplementary Cards) together with the amount incurred by the use of the Card but not yet charged to the Cardholder's Account shall become due and payable immediately in full upon the termination of this Agreement. Termination of this agreement will be either by the Cardholder providing written notice to the Bank along with the Card(s) cut in half or by the Bank or upon the death, bankruptcy

or insolvency of the Cardholder, or when the whereabouts of the Cardholder becomes unknown to the Bank due to any cause not attributable to the Bank. The Cardholder and/or his estate will be responsible for repaying in full any outstanding balances on the CardAccount and shall keep the Bank indemnified for all costs including legal fees and Charges and expenses incurred in recovering such outstanding balances. Pending such repayment, the Bank will be entitled to continue to charge Finance and other Charges at its prevailing rates.

- 15.2 In the event the Primary Cardholder terminates his Card, all Cardholders including the Supplementary Cardholders shall continue to be jointly and severally liable to the Bank for all Charges and other liabilities in accordance with these Terms and Conditions until such time all outstanding have been settled and all the Cards are returned to the Bank duly cut in half.
- 15.3 The Bank may terminate this agreement at any time by cancelling or refusing to renew the Card with or without giving prior notice and with or without cause. Unless and until such termination takes place the Bank may provide a new Card (renewal) to the Cardholder(s) from time to time.
- 15.4 The Bank shall not be liable to refund the annual membership fee for or any part thereof in case of the termination of the CardAccount.
- 15.5 In the event that any security is held by the Bank as collateral for the issuance of the Card, the Bank reserves the right to retain such Security even after full settlement of the outstanding for a period of at least 45 days following the Card being cancelled and returned to the Bank whether cancelled by the Cardholder or the Bank or following the Agreement being terminated.
- 15.6 Notwithstanding the termination of this agreement by either party the Cardholder shall continue to be liable for all further charges incurred by the use of the Card.

## **16. EXCLUSION OF LIABILITY**

The Bank shall be under no liability whatsoever to the Cardholder in respect of any loss or damage arising directly or indirectly out of;

- 16.1 Any loss or damage howsoever incurred or suffered by the Cardholder by reason of the Bank or a Merchant or other bank or financial institution or any ATM or other party refusing to allow a Card Transaction or refusing to extend or provide Cash Advances up to the Credit Limit or at all;
- 16.2 Refusal of any Merchant or member institution of MasterCard/ VISA to honor or accept the Card or for any defect or deficiency in the goods or services supplied to the Cardholder by any Merchant or, where applicable, for any breach or non-performance by a Merchant of a Card Transaction;
- 16.3 The malfunction of any ATM/POS or disruption of communication systems;
- 16.4 The exercise of its right to demand and procure surrender of the Card prior to the expiry date embossed on its face, whether such demand and surrender are made and/or procured by the Bank or by any other person or ATM/POS;
- 16.5 The exercise by the Bank of its right to terminate any Card or the CardAccount pursuant to Clause 15 (Termination);
- 16.6 Any injury to the credit character and reputation of the Cardholder in and about the repossession of the Card, any request for its return or the refusal of any Person to honor or accept the Card;

- 16.7 Any misstatement, misrepresentation, error or omission in any details disclosed by the Bank pursuant to Clause 18 (Bank's books, Records and Customer Information);
- 16.8 Any dispute between the Cardholder and any Merchants or bank or financial institution or any other person, the Cardholder's liability to the Bank shall not in any way be affected by such dispute or counter claim or right of set-off which the Cardholder may have against such Merchant or bank or financial institution or person.
- 16.9 Consequences arising out of the interruption of its business by acts of God, riot, civil commotion, insurrections, wars or any other causes beyond its control, or by any strikes or lockouts.

## **17. LIABILITY OF CORPORATE CARDS**

All cards issued to eligible corporate bodies in respect of any of its staff, executives, directors or any other person authorized by the corporate body will operate under joint and several liability of the corporate body as well as the Cardholder.

## **18. BANK'S BOOKS, RECORDS AND CUSTOMER INFORMATION**

- 18.1 The Bank's books records and accounts shall be conclusive and binding. Any certificate, printout or statement of account issued by the Bank shall be final and conclusive evidence against Customer of the correctness thereof in any legal proceedings or otherwise.
- 18.2 The Customer acknowledges and accepts that telephone calls by or to the Bank may be record for the protection of the interests of the Customer and the Bank.
- 18.3 The Customer hereby acknowledges and agrees that the Bank may maintain, process and store its data, information and records in electronic form, or microfilm or other methods (including in processing centers and databases on-site or off-site) and further agrees that the messages, cables, telexes, facsimiles, microfilms, tapes, computer printouts and photo copies, which may be exhibited by the Bank as an extract from its files, books, records or accounts constitute conclusive evidence of the genuineness of the contents thereof.
- 18.4 The Customer acknowledges and agrees that the Bank may utilize the services of third party contractors and that such third party may have access to the Bank's books and records including information regarding the Customer and the Account.
- 18.5 The bank shall have the right to check the credit standing of the Cardholder at any time as and when the Bank deems fit without reference to him.

## **19. AUTHORISATION & INDEMNITY FOR TELEPHONE, TELEX, CABLE, FACSIMILE AND E-MAIL INSTRUCTIONS**

- 19.1 The cardholder authorizes the Bank to reply upon and act in accordance with any notice, instruction, demand or other communication (the "Instructions") which may from time to time be or purport to be given by telephone, telex, cable, facsimile or e-mail by the cardholder(s) on his behalf, without any enquiry on the Bank's part including, without prejudice to the generality of the foregoing, as to the authority or identity of the person giving or purporting to give the instructions and regardless of the circumstances prevailing at the time of receipt of the instructions. The cardholder will accept the Bank's ruling on time & date of receipt of Instructions as final.

- 19.2 The Bank shall be entitled to treat the Instructions as fully authorized and binding upon the Cardholder and the Bank shall be entitled to take such steps in connection with or in reliance upon the instructions as the Bank may consider appropriate, whether the Instruction is to pay money or otherwise to debit or credit any account, or relate to the disposition of any money or documents, or purports to bind the Cardholder to any agreement or other arrangement with the Bank or any other person or to commit the Cardholder to any other type of transaction or arrangement whatsoever, regardless of the nature of the transaction or arrangement or the amount of money involved and notwithstanding any error, ambiguity, misunderstanding or lack of clarity in the terms of the Instructions.
- 19.3 In consideration of the Bank acting in accordance with the terms of this authorization and Indemnity the cardholder hereby irrevocably undertakes to indemnify the Bank and to keep the Bank indemnified against all losses, claims, actions, proceedings, demands, damages, costs, liability and expenses, whether legal or otherwise incurred or sustained by the Bank of whatever nature and howsoever arising out of or in connection with the Instructions or any breach thereof or the enforcement of the Bank's right as herein provided. All costs and expenses in such regard may be debited to the Card Account and shall be payable by the Cardholder.
- 19.4 The terms of this authorization and indemnity shall remain in full force and effect unless and until the Bank receives, and has a reasonable time to act upon, notice of termination from the Cardholder, save that such termination will not release the Cardholder from any liability under this authorization and indemnity in respect of any act performed in accordance with the terms of this authorization and indemnity prior to the expiry of such time.
- 19.5 The Cardholder admits and acknowledges that the giving of any Instruction by telephone, telex, cable, facsimile or e-mail as aforesaid is not a secure means of giving any instruction to the Bank, that the Cardholder is aware of the risks involved in that regard and confirms that arrangements herein, which is made for the convenience of the Cardholder, is solely at the risk of the Cardholder.

## **20. RIGHT TO SET-OFF AND FUNDS HELD AS SECURITY**

- 20.1 In addition to any general right to set-off or other rights conferred by law or under any other agreement, the Cardholder agrees that the Bank may at its absolute discretion at any time and without notice combine or consolidate all or any account(s) held either individually or jointly, of the Cardholder with the Bank of whatever description and wheresoever located and whether in Sri Lankan Rupees or in any other currency or set-off or transfer any sum standing to the credit of any such account(s) including a joint account with a Supplementary/Additional Cardholder(s) in or towards discharge of all sums due to the Bank under any account(s) of the Cardholder with the Bank of whatever description or wheresoever located and whether in Sri Lankan Rupees or any other currency and may do so notwithstanding that the balances on such account(s) and the Cardholder hereby authorization, set-off or transfer with the necessary conversion at the Bank's prevailing exchange rates which shall be determined by the Bank at its absolute discretion.
- 20.2 For the purpose of enabling the Bank to preserve intact the Liability of any party including the Cardholder once a writ



or summons has been issued or to prove the bankruptcy or insolvency of the Cardholder or for such other such reasons as the Bank thinks fit, the Bank may at any time place and keep for such time as the Bank may think prudent any monies received, recovered or realized hereunder any other Security or Guarantee to the credit of the Cardholder as the Bank shall think it without any intermediate obligation on the part of the Bank to apply the same or any part thereof in or towards the discharge of the sums due and owing to the Bank.

- 20.3 The Bank may require a Cardholder to place funds in a deposit account at any of our branches as security when providing a Credit Card. The Bank retains the right to set off the Card outstanding against these credit balances. If the Cardholder wishes to access these funds at any time he must notify the Bank in advance and the Bank will at its absolute discretion make a decision based on the Cardholders Credit Card conduct. The release of such funds held as security once approved may take up to 3 working days.

## **21.LEGALACTION**

If, for any reason, the cardholder fails to comply with the terms and conditions of this agreement. The Bank may terminate this cardholder agreement and proceed to recover all amounts outstanding thereunder. The cardholder shall be responsible for all costs, charges and expenses incurred by the Bank including legal fees on a full indemnity basis.

## **NOTICES**

- 21.1 The Cardholder must promptly notify the Bank in writing of any change in employment or business or address (office and/or residence) and respective telephone numbers.
- 21.2 If the Cardholder leaves Sri Lanka to take up residence employment elsewhere, both the Primary and Supplementary Card(s) shall be returned to the Bank 30 days prior to the Cardholder's departure and the use of the Card and Supplementary Card(s) shall be deemed to be terminated and Clause 15 (Termination) shall apply.
- 21.3 All Cards, PIN, TIN Statement of Account, demands or any other communication under these Terms and Conditions may be delivered personally or sent by courier or ordinary post to the last know billing or any other address of the Cardholder and such communication shall be deemed to be to have been served on the Cardholder on the day of delivery if delivered by hand and three business days after dispatch, if sent by courier or post.
- 21.4 All communication under these Terms and Conditions sent to the Primary Cardholder and/or the Supplementary Cardholder shall be deemed to be bound by the communication sent to both.

## **22.GENERAL**

- 22.1 The Bank shall not be liable for acting in good faith upon the Cardholder's instructions.
- 22.2 The Cardholder authorizes the Bank at its discretion to record any such instruction and to use such records as evidence in a court of law or the legal proceedings
- 22.3 The Cardholder shall indemnify the Bank against any consequences claims proceedings or losses that may arise or be incurred by the reason of the carrying telephonic instructions

from or purported to be from the Cardholder.

- 22.4 The Bank shall be entitled to appoint an agent to collect all sums due to the Bank from time to time.
- 22.5 The Bank shall be entitled at any time without the consent of the Cardholder to assign the whole or any part of its rights or obligations under this Agreement with or without notice to the Cardholder.
- 22.6 The Cardholder undertakes to sign such further document as may be requested by the Bank from time to time.
- 22.7 The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by the law.
- 22.8 The Terms and Conditions herein are binding upon the Cardholder and any rights or remedies provided by law.
- 22.9 The Terms and Conditions herein are binding upon the Cardholder and he shall not assign his obligations herein to anyone else.
- 22.10 The Bank may at any time waive, either unconditionally or otherwise, any of these Terms and Conditions or any default or breach of the Cardholder, provided that such waiver is given in writing by the Bank and save as aforesaid no conditioning or excusing of and no neglect of forbearance on the part of the Bank of any default or breach of any of these Terms and Conditions shall operate as waiver of the Bank's right and powers and no waiver shall be inferred from or implied by anything done or not done by the Bank unless expressed in writing to the Bank. Any waiver shall operate only as waiver of the particular matter to which it relates shall not operate as a waiver or release of the particular matter to which it relates and shall not operate as a waiver or release any of these Terms and Conditions.
- 22.11 In connection with the special discounts/offers made by the respective Merchants, the Bank does not hold out any warranty or make any representation of the delivery, quality, design, specifications or otherwise set out in respect of these offers. Also these products/ services are subject to availability and will be allocated on a first come, first served basis.
- 22.12 In connection with the special discounts/offered made by the respective Merchants, the Bank will not be held responsible.

## **23.VARIATION OF TERMS**

- 23.1 The Bank may from time to time change the Terms and Conditions of this Agreement. Subject to the requirements of statute, notification of any such change shall be given to the Cardholder by the Bank either in writing or by publication thereof. Such changes shall apply to all unpaid finance charges, fees, Cash Advances, costs and Card Transactions.
- 23.2 Retention or use of the Card after the effective date of any such change of Terms and Conditions of this Agreement shall be deemed to constitute acceptance of such changes without reservation by the Cardholder. If the Cardholder does not accept the proposed change, the Cardholder must terminate use of the Card by giving prior written notice to the effective date and clause 15 (Termination) shall henceforth be operative.
- 23.3 The Bank reserves the right to amend or revise these Terms and Conditions at its sole discretion without prior notice to the Cardholder.

## **24.EFFECTS OF THE AGREEMENT**

- 24.1 Notwithstanding the termination of this agreement, all provisions contained herein shall continue to have full force and effect against the Cardholder and any Supplementary/additional Cardholder(s) with respect to any Card transactions entered into and liabilities of the Cardholder and any Supplementary / Additional Cardholder(s) incurred hereunder.
- 24.2 Each of these Terms and Conditions shall be severable and distinct from one another and if at any time any one or more of such Terms and Conditions is or becomes invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

## **25.CHARGE ON CONVERSION OF FOREIGN EXCHANGE TRANSACTIONS**

- 25.1 All Card Transactions effected in currencies other than Sri Lankan Rupees will be debited to the CardAccount after conversion into Sri Lankan Rupees at a rate of exchange determined by the exchange rate adopted by MasterCard/VISAInternational on the date of conversion, plus an additional percentage levied by the bank and any transaction fee(s) charges by MasterCard/VISAInternational to the Bank.

## **26.DISCLOSURE OF CARD ACCOUNT INFORMATION**

- 26.1 The Customer consents to the bank and its officers and agents disclosing information relating to him/her and his/her account(s) and/or dealing relationship(s) with the Bank, including but not limited to details of his/ her facilities, any security taken, transactions undertaken and balances and positions with the Bank, to

The head office of the Bank, any of its subsidiaries or subsidiaries of its holding company, affiliates, representative and branch offices in any jurisdiction ( Permitted Parties)

- a. Professional advisers and service providers of the permitted parties who are under a duty of confidentiality to the permitted parties
- b. Any actual or potential participants or sub- participants in relation to any of the Bank's right's and/or obligations under any agreement between us, or assignee, novatee or transferee (or any agent or adviser of any of the foregoing)
- c. Any rating agency, insurer or insurance broker of, or direct or indirect provider of credit protection of any permitted party
- d. Any court or tribunal or regulatory, supervisory, governmental or quasi governmental authority with jurisdiction over the permitted parties
- e. To any potential assignee of the Bank, to any guarantor, third party pledgor or security provider.
- f. In response to any request from a third party for a reference.

The customer will not assert any claim and waives any right to assert any claim against the Bank for any loss, damage or injury suffered or alleged as a result or any such disclosure or reporting. This consent shall be effective even when the cardholder/s no longer holds Credit Card/s from the Bank.

## 27.GOVERNING LAW

- 27.1 The Terms and Conditions are governed by and shall be construed in accordance with the laws of Sri Lanka and the Cardholder hereby submit irrevocably to the non-exclusive jurisdiction of the courts of Sri Lanka. Such submission shall however not prejudice the right of the Bank to bring proceedings against the Cardholder in any other jurisdiction.
- 27.2 These Terms and Conditions will automatically stand amended if such amendments are necessitated by law, government regulations or instructions issued by the Central bank of Sri Lanka. Your Card Account may be used only for lawful and valid purposes. In the event you use, or allow a third party to use the Card or Account for any other purpose, you will be responsible for such use and may be required to reimburse the Bank, MasterCard International or Visa International for all amounts and /or expenses that all or either of the three parties pays as result of such use. In such a situation the Bank reserves the right to immediately suspend such payments and bring the matter to the notice of the Controller of Exchange.
- 27.3 If reasonable grounds exist for the Bank to suspect that unauthorized foreign exchange transactions are being carried out on your Card, the Bank retains the right to immediately suspend availability of foreign exchange on the card and to report the matter to the Controller of Exchange. The Bank also retains the right to obtain information on transactions carried out by a cardholder in foreign exchange on a card.
- 27.4 If the Cardholder leaves Sri Lanka either for good or for employment or permanent residence abroad, the card issued to him/her should be surrendered to the bank unless such card was issued for making settlement for foreign exchange drawings on the Card out of funds lying to the credit of NRFC, RFC, RNNFC account and an Off Shore account.
- 27.5 The extraordinary Gazette of the democratic Socialist Republic of Sri Lanka No: 1411/5, 19th September 2005 & its subsequent additions/amendments, forms an integral part of these Terms and Conditions and should be read, understood and applied when carrying out foreign exchange transactions on the Card.

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