Credit Card Terms

March 2020
Choosing the credit card that is right for you

We offer a variety of credit cards designed to suit your personal banking needs. The particular types of credit cards we offer are set out in the product brochures and credit card application pack. If you need us to explain any of the features of, or the terms applying to, any credit cards, please contact us (see contact details under “How to contact us” at the front of these terms).

2 The credit cards

Issue of credit cards

2.1 We may issue a credit card to you and, if you ask, to each supplementary cardholder. You and each supplementary cardholder must be at least 18 years old.

Collection

2.2 We send the credit card (and any replacement credit card) to your address last notified to us unless you notify us in writing that you want to collect the credit card from us.

Using the credit card

The terms of our banking agreement apply to each use of a credit card. If a cardholder does not agree with those terms, they should not sign the credit card or carry out any transaction.

2.3 You accept the terms of our banking agreement when you first use the credit card.

2.4 You must ensure that only the person issued with a credit card uses it.

Supplementary cards

2.5 We send any supplementary cards, their PIN/password and all communications relating to them to you.

2.6 Any communication we give to you or any supplementary cardholder is taken to be given to all of you.

2.7 You and each supplementary cardholder agree to be bound by the instructions that any of you give us.

Co-brand cards

2.8 We may convert a co-brand card to another type of credit card.

2.9 We are not liable for any representations, promotions or undertaking made by a business alliance partner.

Card issued by special arrangement

2.10 If the credit card is issued as part of a special arrangement with an association, we may:

• disclose information in connection with our banking agreement to
the association and
• if you end our banking agreement your relationship with the
association also ends. See clause 10.3 (What happens if the account
is terminated) for more information.

3 Credit limit
3.1 We notify you of the credit limit when your application has been
approved. We may vary the credit limit at any time. We may consider
the latest income information you have given us in connection with
any product when varying the credit limit.
3.2 The credit limit is either an overall limit that applies to all credit cards
issued on an account or a credit limit per credit card.

Exceeding your credit limit
3.3 It is your responsibility to ensure that the credit limit is not exceeded.
3.4 In calculating whether the credit limit has been exceeded, we may take
into account:
• any transaction made using a credit card but which has not been
debited from the account for the credit card; and
• any authorisation we have given to a third party in connection with a
proposed transaction using the credit card.

Credit limit exceeded
3.5 If you exceed the credit limit or any temporary credit limit extension
has expired, you must immediately pay us that part of the balance
owing for the credit card which exceeds the credit limit in addition to
any payment we require.

4 Cash advance
How to obtain a cash advance
4.1 You may obtain a cash advance by using your credit card at one of
our branches, any ATM of the Bank or of any financial institution
displaying the logo of a card association and any VISA PLUS or
MasterCard Cirrus ATM.

Maximum limit on cash advance
4.2 A cash advance is only available up to the maximum amount we
permit. For details of the maximum amount we permit contact us.

5 Balance transfer
5.1 If you ask, we may permit a balance transfer subject to any conditions
we specify.
5.2 You must continue to make any required payments to the account
from which you transfer a balance until we confirm that the account
has been credited. We are not liable for any overdue payment or
interest incurred relating to the account from which you transfer a
balance.
5.3 Any payment made on your account for the credit card is first applied
to reduce the balance transfer before reducing the balance owing for
the credit card.

6 Interest, fees and charges
6.1 Interest, fees and charges (including finance charges, cash advance
fees, overlimit fees, annual fees and administrative fees) are set out
in the product brochure, website and the tariff booklet.
6.2 Unless otherwise specified, interest is calculated on the basis of a
365 day year (a 366 day year in the case of a leap year) and
compounded on a monthly basis or such other basis we choose.
6.3 Interest is charged until the date the balance owing is paid in full.
6.4 You must pay all costs such as debt collection fees we incur in
connection with the credit card on demand.

7 Liability
General
7.1 You are liable for:
• any failure by you or any supplementary cardholder to comply with
the terms of our banking agreement;
all transactions made using a credit card (including any supplementary card) except for disputed transactions where you prove otherwise in accordance with clause 18 of the Client Terms;

- the balance owing for a credit card (including all amounts debited and credited to the account for the credit card by any supplementary cardholder); and

- any transactions where we could otherwise have exercised chargeback rights if you do not notify us of the transactions and provide any further documents or information we require within the time periods required.

7.2 You are not liable for losses incurred due to:

- any use of the credit card before you receive the credit card (including any supplementary card);

- any unauthorised transactions which take place after you give us the required notice of a lost or stolen credit card;

- any use of a counterfeit card; or

- a fault in a terminal which is not obvious.

Our liability for those losses shall not exceed the amount of charges and interest incurred on the credit card in the circumstances mentioned above.

Disputes between you and supplementary cardholders

7.3 Our rights and obligations relating to you and each supplementary cardholder are not affected by any dispute or claim you or the supplementary cardholder may have against each other.

Purchase of goods or services

7.4 We are not liable for:

- the refusal of any merchant, bank, financial institution or other person to accept the credit card; and

- any defect or deficiency in goods or services supplied to you by any merchant, bank, financial institution or other person.

You must resolve any complaint against any merchant, bank, financial institution or other person and no claim against any of them may be set off against us.

Third party services offered with credit cards

7.5 Some types of credit cards give you access to services provided by third parties. For example, if you hold a Visa Gold Card, Visa Platinum Card or Visa Signature Card you may have access to the International Emergency Assistance Service. You are liable for the cost of any medical, legal or other services provided under these third party services. You acknowledge that the third party service providers do their best to provide the services to cardholders and that the services may not always be available (for example, because of time, distance or location). Neither we nor the third party service provider, or in the case of the above example, Visa International Service Association, is liable to you for any loss in connection with any service or its unavailability.

7.6 We are also not liable to holders of a credit card with access to Emergency Cash Withdrawal for any loss they suffer if we are unable to give immediate effect to an Emergency Cash Withdrawal, replacement card or any other facilities we offer in connection with the credit card.

The Client Terms include additional provisions relating to your liability to us and exclusions or limits on our liability. See, for example, “You indemnify us” and “Exclusion of liability”.

8 Additional services

8.1 We may offer additional services in connection with your credit card. These may include reward programmes, rebate or mileage programmes, redemption schemes, balance transfer schemes, funds transfer programmes, payment arrangements, card protection and any other services we advise you or which are otherwise available from time to time. You can find out more about available services by contacting us.

8.2 If you sign up for additional services, you are bound by the terms of the additional services. To the extent of any inconsistency between
the terms of the additional services and our banking agreement, our banking agreement prevails unless the terms of the additional services specify otherwise.

8.3 For details of any reward or other loyalty program applying to the credit card, please refer to our banking agreement or contact us.

9 Payments

Payment by due date

9.1 On or before the due date set out in the statement we issue for your credit card, you must pay at least the minimum payment due as set out in the statement. If we ask, you must authorise us to deduct any payment from a nominated account.

9.2 Your liability to us remains even if, for any reason, you do not receive your periodic statement.

Calculation of minimum payment

9.3 We calculate the minimum payment in accordance with our usual practice. We may change the method we use to calculate the minimum payment at any time. Please refer to your statement or contact us for further information.

Currency of transactions

9.4 If any transaction made using the credit card is not denominated in the currency of Bangladesh, we convert the amount of the transaction to the currency of Bangladesh in accordance with our usual practice and our banking agreement.

How we apply payments

9.5 We may (but need not) apply payments we receive to pay:

• fees, charges and interest shown on any statement; then

• any balance subject to a promotional interest rate with payment first being applied to the balance with the lowest promotional interest rate; then

• any other balance shown on the statement; then

• other transactions on the account not shown on the statement.

What happens if you do not pay

9.6 If we do not receive the balance owing for a credit card on or before the due date we may charge and debit from the account for the credit card finance charges as set out in the tariff booklet or elsewhere in our banking agreement.

9.7 If we do not receive the minimum payment on or before the due date:

• you must pay a late payment charge as set out in the tariff booklet or elsewhere in our banking agreement;

• you must not use the credit card until the minimum payment has been paid;

• we may suspend your use of the credit card.

Payment in full if we ask

9.8 Despite any other term of our banking agreement, at any time we may demand immediate payment of any amounts owing to us, whether or not already reflected in a statement and whether or not due and payable as at the date of the demand.

9.9 Interest is payable on the amounts referred to in clause 9.8 and is calculated in the same way interest is calculated on cash advances on your account and on the basis that it accrues daily, starting from the date of our demand and ending on the date of payment in full.

Refunds to the credit card account

9.10 We only credit a refund to the account for a credit card in connection with:

• a transaction made with the credit card; or

• a payment to the account for the credit card; or

• any other credit owing to you,

when we receive the amount to be credited in Bangladesh and in accordance with our usual practice.

Statement

9.11 If you think there is an error on your statement you must notify us in writing
with details of the error within 14 days after the date of the statement. If you do not do so, we treat the statement as correct.

9.12 We need not issue a statement for your credit card if:

• no transaction has been recorded on the account for your credit card since the previous statement; or
• the account for your credit card has a credit or debit balance of less than BDT. 50(fifty) or 10(ten) respectively or US Dollar 10(ten) or 1 (one) respectively on the date of the current statement.

10 Cancellation and termination

How to terminate

10.1 At any time we may choose to:

• cancel or suspend your right to use a credit card or end the account for the credit card;
• refuse to authorise any transaction for which you want to use a credit card; and
• refuse to re-issue, renew or replace a credit card, without giving you any notice or reason.

10.2 At any time, you may end the account for a credit card by notifying us in writing.

What happens if the account is terminated

10.3 If you or we end the account for a credit card:

• you and any supplementary cardholder must not use and are not entitled to use the credit card (including any supplementary card) or any benefits in connection with the credit card (including any supplementary card);
• you and any supplementary cardholder must cut the credit card (including each supplementary card) in half; and
• you must immediately pay all amounts owing to us in connection with the credit card (including any supplementary card) (including the balance owing for the credit card). Interest is payable on such amounts and is calculated in the same way interest is calculated on cash advances on your account and on the basis that it accrues daily, starting from the date you or we end the account for the credit card and ending on the date of payment in full.

Termination of use of supplementary card by cardholder

10.4 Either you or a supplementary cardholder may end the use of a supplementary card by:

• notifying us in writing; and
• cutting the supplementary card in half and returning the supplementary card to us.

10.5 If the supplementary card is not returned to us, we may take prompt action in accordance with our procedures for lost cards to prevent further use of the supplementary card. You may be liable for any transactions made using the supplementary card until it has been returned or until we are able to implement the procedures for lost cards. We may impose any charges incurred from implementing the procedures.

11 Variation

11.1 If you are not comfortable with any changes we make to our banking agreement, you may terminate the account for the credit card in accordance with the procedure in clause 10.

11.2 If we notify you of any changes to our banking agreement in accordance with any applicable law and you keep or use the credit card, the account for the credit card or the PIN/password, you are taken to have agreed to the changes.

12 Suspicious transactions

12.1 We need not honour suspicious transactions (and need not notify you if this is the case).

12.2 We may publish any information in connection with the credit card in the warning bulletin notifying the merchants to seize the credit card. We need not give any reason for doing so.
12.3 We may block the account for a credit card if we consider there is any reason for doing so.

13 Meaning of words
You also need to refer to our Client Terms which also define key words used in these terms. If a word defined in these terms is also defined in our Client Terms, the definition in these terms applies for the purposes of each account for a credit card.

balance transfer means a transaction where we debit an amount you specify from your credit card and pay the amount to another credit card with us or another bank or financial institution.

cash advance means cash issued in any currency obtained by using the credit card.

co-brand card means a card issued by us in conjunction with a business alliance partner.

credit limit means, for an account for a credit card, the maximum amount you are entitled to have outstanding on the account for the credit card.

supplementary card means, for an account for a credit card, a credit card issued to a person you authorise as a supplementary cardholder on your account for the credit card.

supplementary cardholder means each person to whom we issue a supplementary card.

15 Withholding Payment
Where required by domestic or overseas regulators or tax authorities, the Cardholder consent and agree that the Bank may withhold, and pay out, from the Cardholder’s account(s) such amounts as may be required according to applicable laws, regulations, agreements with regulators or authorities and directives.

16 NOTICES
(i) The Cardholder undertakes and confirms that:
The Cardholder must give the Bank in writing their address, telephone, fax number, email address and mobile phone number for receipt of notices and other communications in connection with any Card. If these details change the Cardholder must give the Bank not less than 14 days advance notice in writing before the change has taken place. If the Cardholder intends to live outside Bangladesh they must immediately notify the Bank.

(ii) The Cardholder shall notify the Bank within 30 days if there is a change in any other information which they have provided to the Bank.

(iii) The Cardholder must promptly notify the Bank in writing of any change in employment or business or address (office and/or residence) or if Cardholder intends to be away from Bangladesh for more than 30 days.

(iv) Should the Cardholder be away from Bangladesh for more than a month, the Card Account should be settled 7 days prior to departure.

(v) If the Cardholder leaves Bangladesh to take up residence elsewhere, both the Primary and Supplementary Card(s) shall be returned to the Bank 14 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 8 shall apply.

(vi) 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/her Card to be renewed or any Supplementary Card to be renewed, a written intimation should be sent to Card Services two months in advance. Intimations sent earlier than two months or less than 30 days before the expiry cannot be accepted.

(vii) All Card, PIN, 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 known 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 on the next business day after dispatch, if set by courier or by post.

(viii) All communications under these Terms and Conditions sent to the Primary Cardholder or the Supplementary Cardholder shall be deemed to be communication sent to both.
Standard Chartered – Grameenphone Co-brand Credit Card (the ‘Card’) Terms and Conditions

The following terms and conditions shall govern the usage of the Card:

• The Card is a product of Standard Chartered Bank.
• The responsibility of Grameenphone Ltd. is limited to telecom products, services, STAR program, value added offers as and when offered, modified, reformed, or eliminated by Grameenphone Ltd. only.
• A Grameenphone post-paid mobile connection having auto bills pay instruction from the co-brand credit card are prerequisites to be eligible to apply for this co-brand credit card.
• In order to maintain the GP Star status, you have to meet and continue to meet the requirements set by Grameenphone Ltd. which may be changed from time to time at the sole discretion of Grameenphone Ltd.
• Your GP Star status will be determined solely by Grameenphone Ltd. Standard Chartered Bank will not be liable for any change of your GP Star status.
• Termination of Star status shall terminate the co-brand credit card, however, this Credit Card Agreement shall continue and Standard Chartered Bank shall issue regular credit card as applicable for which these Co-brand Credit Card Terms and Conditions shall not be applicable.
• Any dispute in connection with Star Program shall be referred to and resolved by Grameenphone Ltd. and Standard Chartered Bank shall not be a party to any such dispute at any time.
• This Standard Chartered – Grameenphone Co-brand Credit Card Terms and Conditions shall be an integral part of the Credit Card Agreement and read in conjunction with the “Credit Card Terms” and in case of any conflict between these two, the later shall prevail.

Standard Chartered Titanium Credit Card-Terms and Conditions on Cash Back Reward

The following terms and conditions shall govern the usage of Standard Chartered Titanium credit card. The information on applicable cash back categories, rates, and monthly cap are available on our website www.sc.com/bd are subject to change at the discretion of Standard Chartered Bank (the ‘bank’) at any time. For more information, please contact any of our branches or call our 24-hour Client Care Centre at 02 8332272 or 16233 (from mobile).

1. Cash Back Reward is applicable only to the Titanium credit card (the ‘card’).
2. "Cash Back Reward" means a credit entry executed by the bank on the card account based on eligible transactions.
3. "Cash Back Percentage" means the percentage of the eligible transaction amount that would be given as "Cash back" which is subject to change at the discretion of the bank. However, the bank will notify the cardholder through SMS and email to cardholder's mobile number and email address registered with the bank before making any such changes. Please contact immediately at any of our branches or call our 24-hour Client Care Centre at 02 8332272 or 16233 (from mobile) in case you do not agree with any such notification.
4. "Eligible Transaction" means any retail transaction (not being cash withdrawal, card advance, card cheque transaction, Instant loan, or any other category of transactions as may be decided from time to time by the bank at its sole discretion) belonging to the "Promoted Categories" which has successfully been posted on the card account and not charged back or reversed.
5. "Promoted Category" means a category of transactions promoted from time to time by the bank at its own discretion. The "promoted categories" will be decided on the basis of merchant category and merchant establishment code for the establishment where the purchase is made. The bank reserves the right to define whether a purchase meets the Cash Back Reward eligibility criteria or not.
6. Eligible transactions conducted by the supplementary cardholder shall also acquire Cash Back Rewards on the primary card account.
7. Returned purchases, disputed or unauthorized/fraudulent transactions, finance charges, card account fees and charged back transactions shall not be eligible for Cash Back Reward. The bank reserves the right to reverse any Cash Back Reward credited on such transactions.
8. Eligible transactions conducted overseas will also be eligible for the Cash Back Reward.
9. This Standard Chartered Titanium credit card - Terms and Conditions on Cash Back Reward shall be read in conjunction with the “Credit Card Terms” and in case of any conflict between the Credit Card Terms and this Standard Chartered Titanium credit card-Terms and Conditions on Cash Back Reward the later shall prevail.