

# Retail Credit Card Terms

## **Important notice**

### **You need to read this document.**

It sets out specific terms and conditions on which we agree to provide you with credit card products. **You must read it in conjunction with our Retail Client Terms, the product brochure and any other documents forming our banking agreement.** To the extent of any inconsistency between these terms and our Client Terms, these terms prevail. These terms do not apply to any existing credit card products you have with us to the extent that they are subject to separate terms and conditions.

Standard Chartered Bank is a licensed commercial bank under supervision of the Central Bank of Sri Lanka.

**It is important that you read and understand the terms governing the use of your Standard Chartered Credit Card.** If you do not understand any of them, please feel free to contact us and we will be happy to assist you. By signing the credit card application form and/or, activating and/ or using your Credit Card, you have agreed to be bound by these terms.

Knowledge of your rights and obligations will ensure that you are protected in the event of any unauthorized transactions on your Standard Chartered Credit Card Account(s) and enable you to gain the maximum benefit from the services we offer, apart from enabling you to fulfill your responsibilities as a Cardholder.

The issue of a Standard Chartered Credit Card is conditional upon the truthful completion of our Credit Card application by a person under the laws of Sri Lanka. We reserve the right to issue a Card or reject an application for issue of a Card without assigning any reason, notwithstanding that the applicant may prima facie satisfy the eligibility criteria, and is also subject to our satisfactory verification of the information supplied.

We strongly recommended that you keep this document readily available as it contains information which is important to you.

### **Key words**

The meaning of key words printed like this and other words used in our banking agreement is explained in our Client Terms. Some additional key words which apply to the products referred to in these terms are explained at the end of these terms.

### **How to contact us**

To find out information (such as current fees and interest rates or if you need us to explain features or terms) in connection with our products, you should contact us at one of our branches, by using the following numbers or by visiting our website [www. sc.com/lk](http://www.sc.com/lk)

24-hour hotline – 2480480

Priority Banking – 4525252

E-mail : [Feedback.RC@sc.com](mailto:Feedback.RC@sc.com)

Address : Head, Client Experience, No 37, York Street, Colombo 01.

### **Translations**

If you require any of our terms and conditions in Sinhala or Tamil, you can refer our website or call our 24-hour customer service hotline.

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## 1. Choosing the credit card that is right for you

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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 on our website. 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

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### Issue of credit cards

- 2.1 We may issue a credit card to you and, if you ask, issue each primary cardholder up to a maximum of three (3) supplementary cardholders. You and each supplementary cardholder must be at least 18 years old.
- 2.2 We may request that you satisfy either of the following conditions before we issue you a credit card:
- you open an account with us into which your wage or salary is deposited each month; or
  - you open a fixed deposit account with us with a deposit value at least equal to the credit limit of the credit card.

### Collection

- 2.3 We send the credit card (and any replacement credit card) to your address last notified to us or hand over the credit card to a third party nominated by you (and/or to an address not in our records at your risk) unless you notify us in writing or inform us through our contact centre 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*.

- 2.4 You accept and are bound by the terms of our banking agreement when you first activate the credit card. Your acceptance of this banking agreement also binds all supplementary cardholders to the terms of our banking agreement.
- 2.5 You must ensure that only the person issued with a credit card uses it.
- 2.6 The card is not transferable and will be used exclusively by the cardholder. The card may not be pledged as security for any purpose whatsoever.
- 2.7 The use of the card is as stipulated by law or regulation from time to time.

### Supplementary cards

- 2.8 We may in our absolute discretion approve and issue supplementary cards to a person nominated by you, the primary cardholder and requested jointly by you and a supplementary cardholder. A supplementary cardholder must at least be of 18 years of age and an immediate family member, (spouse, child, parent, brother or sister). Any deviation would be at our discretion and this banking agreement will bind all such persons.
- 2.9 Notwithstanding the requirement in clause 2.8 above, should you, the primary cardholder require us to issue a supplementary Card(s) to a minor(s) between the age of 16 to 18 years of age, who is/are a direct dependent(s) of the primary Cardholder, the Cardholder shall make a request, in writing, to us for the issuance of such Supplementary Card(s) only for the purpose of facilitating the education of such minor(s). We may issue such Supplementary Card(s) at our sole discretion.
- 2.10 The validity of the supplementary card is dependent on the validity of the primary card. If the primary card is terminated by us or at your request, the supplementary card will also be terminated. The termination of the supplementary card will not result in the termination of the primary card.
- 2.11 The undertakings, liabilities and obligations of the primary cardholder and the supplementary cardholder towards us 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.
- 2.12 We send any supplementary cards, and all communications relating to them to you and sometimes to the supplementary cardholder.
- 2.13 Any communication we give to you or any supplementary cardholder is taken to be given to all of you.
- 2.14 You and each supplementary cardholder agree to be bound by the instructions that any of you give us.
- 2.15 You may withdraw authority of the supplementary cardholder by sending a written communication to us.

### **Corporate cards**

- 2.16 If you have a corporate card, you are jointly and separately liable with your employer for any balance owing on your corporate card.
- 2.17 Your employer may give instructions in connection with, ask us to terminate or ask us to change, the credit limit of your corporate card.

### **Co-brand cards**

- 2.18 We may convert a co-brand card to another type of credit card.
- 2.19 We are not liable for any representations, promotions or undertaking made by a business alliance partner.

### **Card issued by special arrangement**

- 2.20 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 10.4 (What happens if the account is terminated) for more information.

### **Card validity, expiration and renewal**

- 2.21 All credit cards will usually be issued for a validity period of one year and we may at our discretion issue credit cards with a validity period which may exceed one year. The validity of the credit card will expire on the expiry date appearing on your credit card.
- 2.22 Unless you are in breach of your banking agreement, we will automatically renew the validity of your credit card and that of your supplementary cardholder (if any) and send you the renewed cards fifteen days prior to the expiration of your current credit card. In case of non-receipt of your credit card within the stipulated time, you may contact us.
- 2.23 All credit cards which do not have any pending payments for over a month or more will be renewed automatically. In case you do not want the credit card or any supplementary card to be renewed, a written intimation should be sent to us two months in advance. Any intimation sent earlier than 2 months or less than 30 days before the expiry, cannot be acted on. If we have not received instructions from you as described above, the renewal/ annual fee (as applicable at the time of renewal) will be charged and will not be refunded.
- 2.24 The cardholder must promptly notify the bank in writing of any change in employment or business or address (office/residence) and respective telephone numbers.

## **3. Credit limit**

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- 3.1 We notify you of the credit limit when your application has been approved. This will be determined at our sole discretion. 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. If you become eligible for a credit limit enhancement, we will enhance the credit limit with your consent. We may also decrease your credit limit at our discretion and keep you notified. We may also establish a separate limit for cash and non-cash transactions
- 3.2 We will assign a credit limit to the card account which must be strictly observed by you and which may be varied by us from time to time as provided herein or by notice to you. We may, at our sole discretion with notice to you, increase or decrease the credit limit from time to time or upgrade or downgrade the existing card or permit transactions to be effected in excess of the credit limit of the Card and you shall be liable for any related transaction in accordance with the terms of this Agreement.
- 3.3 The credit limit is either an overall limit that applies to all credit cards issued on an account including supplementary cards or a credit limit per credit card.
- 3.4 The available credit on your card account will be the unutilised value of the credit limit at any point of time, after taking into account the balance received by us for processing as of that date. Where separate cash and non-cash transaction limits have been established, the available credit limit will also be divided accordingly.

- 3.5 Notwithstanding that your credit limit has not been exhausted, we shall at our discretion be entitled at any time and without notice or reason, to withdraw or restrict your right to use or to refuse to authorize any card transaction.

#### **Exceeding your credit limit**

- 3.6 It is your responsibility to ensure that the credit limit is not exceeded unless prior approval is obtained from us.
- 3.7 In calculating whether the credit limit has been exceeded, we may take into account:
- All Charges, Fees and Interests as mentioned in the tariff booklet and Schedule of Charges.
  - 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**

- 3.8 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 including the exceeds the credit limit in addition to any payment we require, including the minimum amount due and stipulated over limit fee.

### **4. Cash advance**

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#### **How to obtain a cash advance**

- 4.1 You may obtain a cash advance using your credit card at one of our branches, other financial institutions displaying the logo of a card association and any VISA PLUS or MasterCard Cirrus ATM together with evidence of your identity.
- 4.2 You may use the credit card at any of our ATMs or of any other bank or institution with whom we have an agreement for the use of their ATM in which case the amount of each cash advance will be subject to the applicable daily withdrawal limit of the ATM.
- 4.3 The security code/pin should be used with the credit card when you obtain a cash advance. Our record of any transaction effected using the security code will be binding on you and any information on our systems will be conclusive evidence and binding on you in the absence of any special circumstances.
- 4.4 Your use of the credit card will be deemed as your acceptance to pay interest and fees on the amount of the cash advance unless we agree otherwise. interest will be levied on each cash advance from the date of the advance until repayment in full.
- 4.5 Any instrument purchased on the card which are readily convertible to cash such as traveller's cheques, demand drafts, telegraphic transfers etc will also be treated as cash advances and will be subject to the above charges.

#### **Maximum limit on cash advance**

- 4.6 A cash advance is only available up to the maximum amount that we may permit. A cash advance is available up to a maximum percentage of the credit limit subject to availability of adequate credit, subject to foreign exchange regulations and as maybe acceptable to us.
- 4.7 All limits set up by ATMs, banks, merchants and agents will apply.

### **5. Balance transfer**

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- 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 Points gained under our loyalty programmes will not accrue on the amount of balance transferred from the nominated bank card to our credit card.

### **6. Interest, fees and charges**

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- 6.1 Interest, fees and charges (including interest charge, cash advance fees, overlimit fees, annual fees and administrative fees) are set out in the tariff booklet which is available on our website. You agree to pay the total amount of all charges described as the current balance in the statement of

account which is due in full and payable not later than the date specified on the statement of account and you will not incur financial charges (excluding for cash advance) if the payment of the current balance is received by us on or before the payment due date and before the cut off time.

- 6.2 You agree to pay us a joining fee, an annual fee (at issuance and annually) and other charges as applicable which are set out in the tariff booklet which is available on our website. There will be no refund of the annual fee if the card is terminated.
- 6.3 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.
- 6.4 Interest is charged until the date the balance owing is paid in full.
- 6.5 You must pay all costs such as debt collection fees we incur in connection with the credit card on demand.
- 6.6 Interest will not be calculated on any unpaid interest on your card with effect from 01<sup>st</sup> May 2017.

## **7. Liability**

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### **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.
  - You agree to indemnify us against any loss, damage, liability, costs and expenses incurred by us by reason of any legal disability or incapacity of the supplementary cardholder or any breach of this banking agreement by the supplementary cardholder.
- 7.2 If one of you is a minor, each other cardholder must procure compliance of all the minor's obligations under our banking agreement.
- 7.3 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.

### **Loss of security codes**

- 7.4 You will be fully liable for all card transactions made with the telephone identification number (TIN). You will select a TIN through our interactive voice response system by calling the contact centre for use of our phone banking facility.
- 7.5 You will be liable for all card transactions made with the security codes (such as PIN, TIN). All our Client Terms dealing with the nature of your liability when using security codes will apply.
- 7.6 All our Client Terms dealing with the loss of security codes will apply, including the nature of your liability in such a scenario.

### **Liability of supplementary cardholders**

- 7.7 Each supplementary cardholder is liable individually and jointly with the primary cardholder for all transactions made using the card(s) (both primary and supplementary cards) whether the card accounts are combined or separate.

### **Disputes between you and supplementary cardholders**

- 7.8 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 and exclusion of liability**

- 7.9 We are not liable for:

- The refusal of any merchant, financial institution or other person to accept the credit card, any member institution of Visa/Mastercard to honour the Card including any other bank or financial institution or ATM refusing to allow a card transaction or refusing to extend or provide cash advances upto the credit limit or at all.
- Any defect or deficiency in goods or services supplied to you by any merchant, financial institution or other person.
- Any warranty or services purchased or availed by you from service establishments including on account of deficiency in quality, quantity, delay in delivery, non-delivery and non-receipt of goods or receipt of defective goods from mail order placed by you.
- Special discounts or offers made solely by the merchant and the delivery, quality, design, specifications or otherwise set out in respect of such offers.
- Any inconvenience, loss, damage or embarrassment of whatsoever nature due to or arising from any disruption or failure or defect in any ATM/Point of Sale machine or communication system or facilities or data processing system or transmission link or any industrial or other dispute whether beyond our control or otherwise.
- The malfunction of any ATM or Point of Sale terminal or disruption of communication systems.
- 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 honour or accept the card.
- Any misstatement, error or omissions caused without negligence in any details disclosed by us.
- Our right to exercise the right of termination of the card or the card account.
- Consequences arising out of the interruption of our business by acts of God, civil commotion, insurrections, wars or any other causes beyond its control or any strikes or lockouts.

You must resolve any complaint against any merchant, financial institution or other person and no claim against any of them may be set off against us. However you may report these incidents to us so that we can investigate.

### **Lost credit cards**

- 7.10 It is your responsibility to report to us immediately when you suspect or come to realise that your Card has been lost, stolen or your card data is tampered with. You agree to be liable for all instructions or transactions effected on your Card until such loss or theft is notified to us and is acknowledged by us.

You must delete your Card from any digital wallet before you dispose of your device or pass your device temporarily to any third party. (e.g. for it to be repaired).

If:

- The credit card is lost or stolen; and
- You have not acted fraudulently or with gross negligence; and
- You have complied with the procedures set out in the Security Procedures section in our Client Terms,

Then, even though you are liable for the use of the credit card before we receive notice that it is lost or stolen, your liability is limited to the entire amount incurred on the credit card .

- We may at our discretion issue a replacement for any lost or stolen credit card.

### **Third party services offered with credit cards**

- 7.11 Some types of credit cards give you access to services provided by third parties. For example, if you hold a Visa Signature Card, Visa Gold Card, Visa Platinum Card or Visa Infinite 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.

- 7.12 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.
- 7.13 We will levy a charge to cover administration costs in informing the merchant network and the issue of a new credit card unless this is waived by us.
- 7.14 The purchase of products such as petrol, diesel and gas from petrol stations are subject to applicable handling and service charges.

The Client Terms include additional provisions relating to your liability to us and exclusions or limits on our liability. See, for example, "7.1 & 17.3 You indemnify us" and "7.9 Exclusion of liability".

## **8. Additional services**

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- 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 our available services and the related terms and conditions in these terms or by contacting us or by visiting our website.
- 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 We reserve the right to vary, modify, suspend or cancel any loyalty programmes.

## **9. Payments**

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### **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.
- 9.3 We shall not be liable for any delay in crediting the Cardholder's Card Account for non receipt of any payments made at the counters of our third party networks whose details are published on our website at [www.sc.com/lk](http://www.sc.com/lk) are stated on the reverse of the statement. We shall levy a charge on such late payments at such rate or rates to be determined from time to time as specified in our Tariff Booklet".

### **Calculation of minimum payment**

- 9.4 We calculate the minimum payment as set out in these terms.. We may change the method we use to calculate the minimum payment at any time.

### **Foreign Exchange Regulations**

- 9.5 You and each supplementary cardholder shall not use the credit card for capital transactions and purchase/import consumer goods in commercial quantities outside Sri Lanka.
- 9.6 In the event the use of the credit card necessitates an Electronic Funds Transfer (EFT) or withdrawal from ATMs in foreign currency, the same will be subjected to Foreign Exchange Regulations issued from time to time and will be for authorised purposes only.
- 9.7 You and/or each supplementary cardholder shall surrender the credit card to us in the event any of you migrates, leaves Sri Lanka for employment overseas or is deemed 'non-resident' as per definitions under Foreign Exchange Regulations in force from time to time.
- 9.8 We will comply with the requirements of the Department of Foreign Exchange or any other regulatory authorities as stipulated from time to time and will disclose such transactions to relevant authorities under prevailing regulations.

- 9.9 We reserve the right to cancel the credit card with or without notice if we have reason to believe that there has been a violation of Foreign Exchange Regulations.
- 9.10 The card should not be used for any unlawful activity deemed as an offence under the laws of Sri Lanka. We reserve the right to immediately terminate the card facility and inform details of such transaction to the Central Bank of Sri Lanka.
- 9.11 A payment on an Electronic Fund Transfer Card (EFTC) to a person resident outside Sri Lanka may be made only for the following purposes except in the event the EFTC is issued against the Personal Foreign Currency Account (PFCA) and the Business Foreign Currency Account (BFCA) and the Off-shore Banking Account or as stipulated in regulations from time to time.
- a. Payment to be made abroad by a cardholder for services of a personal nature, including travel, accommodation, medical, living and educational expenses.
  - b. Payment for purchase of goods for personal use abroad.
  - c. Payment for import of goods into Sri Lanka for personal use subject to the terms, conditions and limitations stipulated in the regulations issued under the Import and Export (Control) Act No 01 of 1969.
  - d. Payment of registration fees, tuition fees, examination fees and annual subscription fees of a personal nature payable to a foreign professional body or an educational institution.
  - e. Payment to be made in respect of insurance premium only for travel and health insurance of a personal nature.
  - f. Payment to be made in respect of overseas travel and accommodation of a personal nature while in Sri Lanka.
- Any payment which falls outside the purview of the above will require the prior written permission from the Department of Foreign Exchange

#### **Currency of transactions**

- 9.12 If any transaction made using the credit card is not denominated in the currency of Sri Lanka, we convert the amount of the transaction to the currency of Sri Lanka in accordance with the prevailing rate of exchange on the date of debit to the card account adopted by Visa/Mastercard together with such transaction fees payable to Visa/Mastercard. You must pay us any commission applicable.
- 9.13 You will be liable for any exchange loss that may result from the cancellation, reversal or refund of a transaction including refunds or reversals due to disputed Card transactions made in foreign currency.

#### **How we apply payments**

- 9.14 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**

- 9.15 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 interest charge as set out in the tariff booklet or elsewhere in our banking agreement.
- 9.16 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**

- 9.17 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.

- 9.18 Interest is payable on the amounts referred to in clause 6 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**

- 9.19 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 Sri Lanka and in accordance with our usual practice.

#### **Statement**

- 9.20 We issue a statement for your credit card every month on a predetermined basis. Statements may be in paper, electronic form or any other form we choose and may be mailed by normal post or delivered to you through electronic or other means. Non-receipt of the statement for any reason whatsoever will not be a valid reason for non-payment of at least the minimum amount due. If you have not received the statement within 10 days from the date of your usual statement date, call us to check the amount payable. Your statement will detail all transactions received and processed on your credit card since the date of your previous statement and up to the close of business on the day of the current statement date.

- 9.21 The amount outstanding on your statement will be made up of the following:

- The price of all goods and services purchased by the use of your Card including all mail and telephone orders or any other electronic channel authorized by you or by any supplementary cardholder to be charged to your card account.
- Cash advances on your card account including those incurred through ATMs where applicable.
- All other charges as defined in this banking agreement.

- 9.22 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.

- 9.23 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;

## **10. Cancellation and termination**

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### **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.

- 10.3 The card will be terminated upon death, bankruptcy or insolvency of the cardholder or when the whereabouts of the cardholder become unknown to us due to any cause not attributable to us.

### **What happens if the account is terminated**

- 10.4 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 and including the balance

owing for the credit card). Interest is payable on such amounts as set out in these terms 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.

- You and/or your estate upon your death or mental incapacity will be liable for repaying the outstanding balances on the card account and will keep us indemnified for all costs (including legal fees and charges) and expenses incurred in recovering such outstanding balances. Pending such repayment, we will be entitled to continue to charge interest and other charges at prevailing rates.
- If the primary cardholder terminates his card, all cardholders including the supplementary cardholders shall continue to be liable individually and jointly with the primary cardholder for all charges and other liabilities on the card until such time as all outstanding balances have been settled and the cards are returned to us.
- We will not be liable to refund the annual fee or any part thereof.
- All of our Client Terms dealing with termination, suspension and enforcement will apply.
- Notwithstanding termination, certain provisions contained herein and in our Client terms will continue to be applicable to the card and to you and any supplementary cardholder with respect to any transactions entered into and liabilities of the cardholder and /or any supplementary cardholder.
- Each of these terms are severable and distinct from one another and if at any time any one or more of such terms is or becomes invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not in anyway be affected or impaired.

#### **Termination of use of supplementary card by cardholder**

- 10.5 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.
- 10.6 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. Set-off**

- 11.1 If our banking agreement is terminated for any reason mentioned in the Client Terms, including the cardholder's death or mental incapacity, the cardholder's estate will be liable to repay in full any outstanding balances on the credit card account. Pending such repayment, we are entitled to impose interest and other charges at the prevailing rates. Without prejudice to the above we retain the right of set-off at all times. You agree that we may combine, consolidate accounts held by you individually with us without notice or (ii) any joint accounts including joint accounts with a supplementary card holder maintained with us subject to the implied or express consent of any joint account holder whether in Sri Lankan rupees or any other currency, as appropriate or set off or transfer any sum standing to the credit of any such account/s towards the discharge of all sums due to us. You hereby authorise us to set off any such combination, consolidation or transfer with the necessary conversion at our prevailing rates of exchange which are determined by us.
- 11.2 For the purpose of enabling us to preserve intact the liability of any cardholder, we may at any time place and keep for such time as we may think fit and for any reason, including when a writ or summons have been issued, any monies received, recovered or realised hereunder or under any other security or guarantee to the cardholder's credit without any intermediate obligation on our part to apply the same or any part thereof in or towards the discharge of the sums due and owing to us.
- 11.3 We may require you to place funds in a deposit account at any of our branches as security when providing a credit card. We retain the right to set-off any outstanding against these credit balances. If you require access to these funds at any time, you

must notify us in advance. The release of the funds will be at our absolute discretion and we will make a decision based on your credit card conduct. If approved, the release of such funds held as security may take up to 45 business days.

## **12. Variation**

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- 12.1 We may from time to time change the terms applicable to your use of the card. Notification of any such changes will be given to you either in writing or by publication thereof. You are also advised to check our website on a regular basis.
- 12.2 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.
- 12.3 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 from the effective date of the changes, you are taken to have agreed to the changes.
- 12.4 These terms will automatically stand amended if certain amendments are necessitated by law, government regulations or directions issued by the Central Bank of Sri Lanka.

## **13. Suspicious or unauthorised transactions**

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- 13.1 We need not honour suspicious transactions (and need not notify you if this is the case).
- 13.2 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.
- 13.3 We may block the account for a credit card if we consider there is any reason for doing so.
- 13.4 If reasonable grounds exist for us to suspect that unauthorized foreign exchange transactions are being carried out on your card, we retain the right to immediately suspend availability of foreign exchange on the card and to report the matter to the Central Bank of Sri Lanka. We also retain the right to obtain information on transactions carried out by a cardholder in foreign exchange on the card.

## **14. Disclosure of information**

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- 14.1 All our terms on disclosure of your information as set out in our Client Terms will be applicable.
- 14.2 You also provide your consent to store sensitive data when payments are made through our third party networks whose details are published on our website at [www.sc.com/lk](http://www.sc.com/lk) and are stated on the reverse of the statement.

## **15. Recovery of Default Payments**

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We will contact you on the contact numbers recorded on our system to remind you of any overdue payment. In the event that you fail to make payment, we will write to you at the last known address available on our system and we will visit you at the addresses available on our system. In the event that you still fail to make payment, we reserve the right to take legal action to recover the dues. We are entitled to appoint an agent to collect all sums due to us from you.

## **16. Bank's Books, Records and Client information**

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- 16.1 All our Client Terms regarding our records and decisions will be applicable. Unless there is an obvious mistake, the bank's books, records and accounts shall be conclusive and binding.
- 16.2 You acknowledge and accept that telephone calls by or to us may be recorded for the protection of your interest and our interest.
- 16.3 You acknowledge that we may maintain, process and store our data information and records in electronic form, or microfilm or other methods (including in processing centres and databases outside Sri Lanka) and further agree that the messages, cables, telexes, facsimiles, microfilms, tapes, computer printouts and photo copies, which may be exhibited by us as an extract from its files, books, records or accounts constitute conclusive evidence of the genuineness of the contents thereof.
- 16.4 You acknowledge that we may utilise the services of third party contractors

and that such third party may have access to our books and records including information regarding you and your accounts.

- 16.5 We have the right to check your credit standing or credit standing of any applicant at any time as and when we deem it is required without reference to you or any applicant.

## **17. Authorisation and indemnity for Telephone and E-mail instructions**

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- 17.1 You authorize us to rely 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, E-mail by the Cardholder(s) on his behalf, without any enquiry on our part (except that we will conduct our steps for verification ) 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 our ruling on time and date of receipt of instructions as final.
- 17.2 We will be entitled to treat the instructions as fully authorized and binding on the cardholder and we shall be entitled to take such steps in connection with or in reliance upon the instructions as we may consider appropriate.
- 17.3 In consideration of us acting in accordance with the terms of the authorisation, you hereby irrevocably undertake to indemnify us against all losses, claims, actions, proceedings, demands, damages, costs, liability and expenses, whether legal or otherwise incurred or sustained by us of whatever nature and arising out of or in connection with the instructions or any breach thereof or the enforcement of our rights herein provided. All costs and expenses incurred in such regard will be payable by the cardholder.
- 17.4 The terms of this authorisation and indemnity shall remain unless and until we receive, and we have had reasonable time to act upon a notice of termination from you, except that such termination will not release the cardholder from any liability under this authorisation and indemnity prior to such termination.
- 17.5 You acknowledge that the giving of any instructions by telephone or e-mail is not a secure means of giving any instructions to us and that you are aware of the risks involved in that regard and confirms that any such arrangement is made for your convenience and at your risk.

## **18. Legal Action**

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If you fail to comply with the terms in this banking agreement, we may terminate the agreement and proceed to recover the outstanding amounts on the card. You will be responsible for all costs, charges and expenses incurred by us including legal fees on a full indemnity basis.

## **19. Reporting Procedure to the Credit Information Bureau**

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We are obliged to report your name and other details to the Credit Information Bureau or any other authority established for this purpose which will be available to all member banks and financial institutions. This is a regulatory requirement. This may affect your current and future banking agreements with other banks and financial institutions.

## **20. Disputes and Complaints**

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- 20.1 If you believe that there is an error in your statement, you must contact us within fourteen days of the date of the statement. To assist us with our investigation, you will need to provide your name, card number, details of the transaction in question and the amount of the suspected error.
- 20.2 If you inform us orally, you are required to send your complaint in writing within five business days.
- 20.3 Pending our investigation, we may, at our discretion, credit your account with the disputed amount until the dispute is resolved. After completion of the investigation, if we conclude that no error has occurred, we will notify you. Your account will be debited with the disputed amount with the value date and service charges and any other fees as appropriate, including for retrieval of vouchers.
- 20.4 We will make all efforts to respond to all your complaints within 7 business days except for complaints related to disputes which will take up to maximum of 45 days to provide a resolution.

## 21. Notices

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- 21.1 You must call 0112480480 prior to travelling overseas and inform your travel plan or e-mail us at Feedback.RC@sc.com prior to overseas travel.
- 21.2 If you leave Sri Lanka to take up residence or employment elsewhere, both the primary and supplementary credit cards should be returned to us prior to your departure. The use of the credit card shall be deemed to be terminated.
- 21.3 All cards, statement of account, demands or any other communication under this banking agreement delivered personally or sent by courier or ordinary or registered post to the last known billing or other address of the cardholder shall be deemed to have been served on the cardholder on the day of delivery by hand and 2 business days after dispatch if sent by courier or post.

## 22. Governing Law

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These terms and our Client Terms are governed by the laws of Sri Lanka and you submit to the non-exclusive jurisdiction of the courts of Sri Lanka.

## 23. Meaning of words

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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 financial institution.

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

**charges** means amounts payable by the cardholder arising from the use of the card or card number or the PIN under this banking agreement and includes all card transactions, fees, interest, taxes, levies on additional expenses, damages, legal costs and disbursements, which will be debited to the Card Account and form part of the current balance. Current balance means the total debit balance (inclusive of all charges which shall be debited to the Card Account) outstanding on the Card Account payable to us according to our records on the date the statement of account is issued.

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

**corporate card** means a card issued on the request of a company and to the company's individual employee in accordance with an agreement between the company and us.

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

**device** means, An electronic device such as computer, smart phone, tablet, smart watch or other such device

**digital wallet** means, An application of a Device that allows you to enrol your Card and use your Card to make purchases through such Device rather than transacting with your physical Card, whether through the internet or at a physical store.

**Electronic fund transfer card (EFTC)** shall mean a card or a device that enables the user to transfer value in credit, debit or any other form and includes credit cards, debit cards and stored value cards where transaction details could be identified by the authorized dealers (as defined in the foreign exchange laws) for the purposes of being compliant with the provisions of the Foreign Exchange Act, as maybe amended from time to time.

**primary cardholder** means a person other than a supplementary cardholder who is issued a primary card and for whom the card account is first opened and maintained by us.

**supplementary card** means, for an account for a credit card, a credit card issued to a person you nominate and authorise as a supplementary cardholder on your (the primary cardholder) account for the credit card and in respect of which each card transaction is to be recorded on the card account

**supplementary cardholder** means each person to whom we issue a supplementary card at the request of and nominated by the primary cardholder.

**You** means both the primary and supplementary cardholder unless the context requires otherwise.

## Programme Terms

360° Rewards programme and Platinum reward points

FlySmiles Frequent Flyer programme

Priority Pass

0% Interest Installment Plan

Smart Cheque

Loan on Card

Safety Net Policy Schedule

Smart Wallet

### 360° Rewards programme and platinum reward points

#### 01. Participation

- (i) The 360° rewards programme is established by us to reward cardholders for their loyalty and creditworthiness in the use of their credit cards. This programme will enable cardholders to accumulate points that may subsequently be redeemed for 360° rewards points as detailed in the 360° rewards points direct mailer.
- (ii) Entitlement to participate and redeem in the 360° rewards programme is limited to cardholders whose credit cards are valid and in good standing and are not in payment arrears or otherwise in default in any manner at a given time.
- (iii) Each cardholder holding a credit card (except corporate credit cards) are automatically qualified to participate in the 360° rewards programme and may accumulate points from the date of the first transaction.
- (iv) Where we believe that (a) a false, inaccurate or fraudulent credit card transaction has occurred or (b) the accuracy, amount or other particulars of any credit card transaction are disputed by us, a cardholder, the retailer or any other party or (c) the validity of any credit card transaction is challenged, no points shall accrue in respect of that transaction. If after investigations, we determine that the transaction is valid in all respects, the points will be accumulated for the cardholder.
- (v) Unless otherwise decided by us, any breach of our banking agreement by any cardholder will automatically disqualify that cardholder from participation in the 360° rewards programme and points that have been accumulated will be forfeited by the cardholder.
- (vi) Where a cardholder wants to cancel his credit card or any supplementary card, any redemption of points arising from the relevant card for 360° reward points for that cardholder must occur prior to cancellation. Any accumulated points that exist upon cancellation of a credit card will be forfeited.
- (vii) Any accumulated points that exist on a credit card will be forfeited on expiration of the credit card.

#### 02. 360° Rewards Programme

- (i) A cardholder will accumulate points by reference to the value of retail purchases only (minus any reversals of retail purchases) made by the cardholder during the course of the 360° rewards programme period.
- (ii) A cardholder will not accumulate any points in relation to cash advances or withdrawals, annual fee payment, interest or financial charges, credit card payments, any charges for cash advances or withdrawals, any charges for dishonored cheque or the credit card payments, charges for replacement or supplementary cards, payment of premiums for insurance policies or products, or financial penalties of any kind, corporate/business expenses, and/or in relation to a commercial purpose carried out using the card and credit card usage for any form of gambling/gaming amongst others. We may, with notice, vary the range of credit card transactions that qualify for points under the 360° Rewards programme.
- (iii) 360° reward points may not be applicable when and/or where other special spend promotions are offered by us. This will be exclusively communicated.
- (iv) Points will accumulate on a monthly basis by reference to the total value of qualifying retail purchases made during that month. The monthly credit card statement issued by us will specify the points accumulated during the statement period together with the accumulated points of the cardholder.
- (v) Each 360° rewards programme will run for a specified period and we will

determine the duration of each 360° rewards programme period at our sole discretion and reserve the right to withdraw the program, at which point the cardholder will be given a reasonable time to redeem his/her 360° rewards points, provided that the redemption must occur during the 360° rewards programme. Points that have not been redeemed at the end of such period will be forfeited and may not be carried forward.

- (vi) For the purpose of the calculation and redemption of the points for 360° rewards points, where the primary cardholder has an attaching supplementary credit card, the points that are accumulated on the primary and supplementary credit cards will be aggregated for the purposes of calculating 360° rewards points entitlements. In such circumstances, however, only the primary cardholder (and not a supplementary cardholder) may redeem the accumulated points for 360° rewards points. Where a cardholder holds two or more separate credit cards, the points that may be accumulated on each such credit card shall remain separate and distinct and may not be aggregated for any purpose.
- (vii) Points earned cannot be encashed, sold, transferred or otherwise assigned from one cardholder to any other person. No 360° rewards points redemption voucher may be returned or replaced with cash or substituted for another 360° rewards points redemption voucher by a cardholder.
- (viii) We reserve the right to change the minimum number of points required for redemption at any given time. Cardholders will be informed of any change to minimum number of points required 10 days prior to implementation of same.
- (ix) Redemption requests once made and processed will not be cancelled or changed.
- (x) All redemption vouchers are valid for the period mentioned therein and must be redeemed within this period.
- (xi) Fraud or any such attempts relating to the earning and pooling of 360° rewards points or redemption vouchers may result in forfeiture of the accrued 360° rewards points in addition the credit card being withheld or cancelled by us.
- (xii) 360° rewards points will be available and redeemed in 2500 and 5000 Rupee denominations.
- (xiii) A minimum balance of 100 points should be maintained at all times.
- (xiv) Once redeemed, the points will be deleted from the respective cardholder's points entitlement record at the time you request for the redemption.
- (xv) In the event a particular transaction is disputed or charged back or reversed for whatever reason, points accrued from such transactions would be reversed by us. Where a particular transaction has been performed and points redeemed, and subsequently either a dispute/transaction reversal needs to be made, we reserve the right to recover the Rupee equivalent of the extra points redeemed on account of such transactions, by charging the credit card account or any other account maintained with us by the respective cardholder. In the event a claim is made in such instances, the cardholder agrees to settle such sums due by the next payment date indicated in the cardholder's statement.

### **03. Arpico Privilege Programme**

- (i) The Arpico Privilege Programme is managed by Richard Peiris Distributors (Ltd) and governed by their terms. Please visit [www.arpico.com](http://www.arpico.com) for more details.
- (ii) Arpico rewards points will not be awarded for purchases made at other supermarkets and departments stores other than Arpico.

### **04. FlySmiles Frequent Flyer programme**

FlySmiles is managed by SriLankan Airlines Limited and is governed by their terms. Please visit [www.flysmiles.com](http://www.flysmiles.com) for more details.

### **05. Priority Pass**

- (i) Priority Pass is a VIP lounge access program offered by Priority Pass Limited and is governed by their terms and will be offered to our Visa Infinite cardholders only.
- (ii) Lost, stolen or damaged Priority Pass cards are to be notified immediately to us. The cardholder will be solely responsible for any loss arising due to any delays of reporting lost/stolen cards. We will issue a replacement card at a fee of Rs 2500 per card. Since both the credit card and the Priority Pass card are linked, both cards will be replaced in the case of a lost, stolen or damaged replacement request.

- (iii) A list of participating lounges are available at [www.prioritypass.com](http://www.prioritypass.com)
- (iv) In case of a card block or closure, cardholders are liable to pay the lounge visit charges applicable on previous lounge visits.

#### **06. Direct Mailer and Partners**

- (i) We will periodically publish a Direct Mailer during the course of the 360° rewards programme. A cardholder may only redeem 360° rewards points from partners that are current at the date of redemption of points by the cardholder during the course of the same 360° rewards programme.
- (ii) All 360° rewards points shall be subject to availability and the cardholder acknowledges that the partners for all 360° rewards points shall be limited. Where the partners of any 360° rewards points have been exhausted and we cannot replace it with similar product/service partners, that partner category shall cease to be available. We reserve the right to add or remove 360° rewards points partner establishments throughout the programme duration. Cardholders will be advised of these additions or removals. Where a cardholder attempts to redeem 360° rewards points from a partner that has ceased to be available, we will advise the cardholder of that fact and the sole entitlement of that cardholder will be to claim an alternative 360° rewards points redemption option for a similar number of points.
- (iii) We reserve the right to tie up with any other loyalty, rewards or mileage programs at our own discretion.
- (iv) The Cardholder shall direct all inquiries or correspondence in relation to, the 360° rewards programme, including redemption of points for 360° rewards points redemption vouchers to us. Cardholder inquiries shall be made by telephone, facsimile, email or letter.
- (v) 360° rewards points redemption vouchers will be delivered by mail or courier to the billing address of the cardholder's credit card account and not to any other address.
- (vi) We will have no liability for any loss or damage to 360° rewards points vouchers during the course of delivery. However if a cardholder receives any 360° rewards points voucher in a damaged condition and the cardholder returns the damaged 360° rewards points voucher to us within three Business days after the date of receipt of the 360° rewards points voucher by the cardholder then, subject to availability, we will endeavour to replace the damaged 360° rewards points voucher.
- (vii) Whilst we will endeavour to achieve prompt delivery, we have no liability for any delay in processing or delivering 360° rewards points vouchers to cardholders.
- (viii) 360° rewards points vouchers will be received and used by a cardholder at that cardholder's sole risk. We will have no liability whatsoever for any loss, damage or injury arising to the cardholder or any other person or property as a result of the use of any 360° rewards points redemption for any purpose whatsoever. We will not be liable for availability and/or quality for merchant goods/services provided by the 360° rewards points partner establishments.
- (ix) The description of any 360° rewards points redemption option in any 360° rewards points Direct Mailer will be based exclusively on the information provided to us by the 360° rewards points partner. Cardholders acknowledge that all issues relating to after sale service of 360° rewards points redemptions shall be exclusively between the cardholder and the 360° rewards points partner and will not form part of the 360° rewards programme.
- (x) 360° rewards points item in the form of a voucher will, unless we otherwise specify, exclude any reservation fee, accommodation, insurance or other fees. All such additional fees or charges applicable to the use of such 360° rewards points redemption option shall be borne by the cardholder and shall be paid directly to the merchant by the cardholder upon redemption or use of that 360° rewards points redemption.
- (xi) Where redemption or use of any 360° rewards points redemption option is subject to a cardholder participating in the membership program of the provider of that 360° rewards points redemption option, redemption or use of that 360° rewards points redemption option by the cardholder will be conditional on the cardholder first being a member of that provider's membership program. Such membership programs may include, without limitation, those operated by airlines, hotels or other service providers.

## **07. 0% Interest Installment Plan**

The terms on which the 0% interest instalment plan is offered are made available to you on the relevant application form. These should be read together with the terms and conditions set out herein.

## **08. Smart Cheque**

- (i) Smart Cheque means the payment of goods or services by the cardholder for which the cardholder utilises the available credit limit, requests us to draw pay order/cheque drawn in favour of an establishment of individual and repays the transaction.
- (ii) You must refer the tariff booklet for our fees and charges.
- (iii) Smart Cheque is offered to the cardholder subject to the condition that payments against his/her credit card are in good standing as per the Client Terms and these terms, and the cardholder has an available credit limit on the card account. If the cardholder meets the terms, he/she may be eligible to avail the Smart Cheque facility. Smart Cheque will be issued only in local currency. i.e. in Sri Lankan Rupees.
- (iv) The cardholder will pay the total transaction value of the Smart Cheque as per a normal credit card transaction. We will process and authorise a Smart Cheque transaction provided that the amount of the Smart Cheque transaction is written in the available credit limit and card account is in good standing. The approved Smart Cheque transaction will appear on the next statement.  
We will use reasonable endeavours to process oral instructions received before 5 p.m. from Monday to Friday on the next working day.  
We will deliver under registered cover any Smart Cheque to the address provided by the cardholder. We will not be liable for any loss or delay caused due to an insufficient or incorrect address given by the cardholder or for any reasons beyond our control.
- (v) You agree that this service is provided at the cardholder's request and that the identity of the cardholder will be established by use of the security code on phone banking. This is sufficient authority for us to identify the caller as the cardholder. Our records and settlement of transactions processed by the use of phone banking instructions will be conclusive and binding on the cardholder for all purposes.
- (vi) The cardholder agrees that we are at the liberty to issue a Smart Cheque at the risk of the cardholder. The Smart Cheque will be billed to the cardholder beginning with the next statement after the date of purchase as per a normal credit card transaction. We may revise the applicable service charge from time to time.
- (vii) 360° reward points are earned on the Smart Cheque.
- (viii) We will not be liable for any damage or loss incurred by the cardholder arising out of the purchase, installation, use or otherwise of the goods and/or services under Smart Cheque and we will not be responsible for the quality of the goods or services purchased under Smart Cheque.
- (ix) We are entitled to terminate Smart Cheque or cancel or vary its benefits and features or the terms and conditions applicable thereto. We are also entitled to determine the minimum transaction amount allowed under Smart Cheque for each cheque. We reserve the right to disqualify any cardholder from further participation, if in its judgment, the cardholder has in any way violated the Smart Cheque terms or for any reason whatsoever. We are entitled to disallow or refuse any instruction without assigning reasons.

## **09. Loan on Card**

- (i) This is a promotional offer to selected credit cardholders. The cardholders are selected solely at our discretion.
- (ii) The instalments would be billed to the cardholder monthly in equated monthly instalments. The instalment will consist of the monthly loan instalment and the applicable interest.
- (iii) The loan processing fee and the stamp duty will be billed to the cardholder's monthly credit card statement (one-off charge)
- (iv) The loan will be provided in the form of a pay order by debiting the cardholder's credit card account. The pay order will be issued in favour of the cardholder only.
- (v) The pay order will be dispatched to the cardholder's mailing address last given by the cardholder. We are not liable for any losses or damages suffered by the cardholder on account of any delay in receipt of the pay order.

- (vi) The credit limit on the card account will be reduced to the extent of the principal loan availed and will be released as and when the monthly instalments are billed and paid in the subsequent months.
- (vii) If the cardholder's credit card is closed before all instalments have been billed, the loan amount outstanding would be debited as one consolidated amount to the cardholder's credit card account.
- (viii) We reserve the right to foreclose the loan and bill the entire outstanding amount if the earlier payments are overdue.
- (ix) Payments made in excess of the credit card outstanding will not automatically be adjusted against billed instalments and will hence not result in prepayment of the Loan on Card programme.
- (x) If the cardholder wishes to settle the loan before the due date, there will be a pre-closure fee of 4% on the remaining amount on account of administrative costs.
- (xi) The 360° rewards points/FlySmiles will not accrue on the Loan on Card transaction amount.

#### 10. Safety Net Policy Schedule

(i) Type of cover : Death and permanent disablement due to an accident, natural death

(ii) Insurer : Allianz Insurance Lanka Ltd

Insured : Any holder of a Standard Chartered Bank Platinum, Gold, Classic Credit Card who is between the age of 18 years and no more than 70 years of age and who has paid the required Premium as consideration for this insurance.

Policy type : Loss occurrence basis

Event type	Natural or accidental death
	Accidental total and permanent disablement
	Total and permanent loss of sight in both eyes as a result of an accident
	Total loss by physical severance of total and permanent loss of the following parts, as a result of an accident a. Two limbs b. Both hands c. Arm above the elbow d. Leg above the knee
Primary Cardholders only	100% of the credit outstanding up to an aggregate maximum of LKR 2,000,000/- for credit cards
Premium	0.235% monthly (inclusive of taxes) on the previous month's outstanding balance

#### Special Conditions

- (i) Declaration of outstanding balance of the credit cards for respective cardholder per month to be declared to the company by the policyholder and premiums to be paid at the end of every month for the previous month's outstanding balance.
- (ii) This policy will only cover total and permanent disability due to accidental causes and will not cover against sickness or ailments.
- (iii) This is a blanket policy and all cardholders as described in the Schedule are to be covered.
- (iv) Insured's between 18 years and 70 years of age are eligible for Safety Net. The insured will be de-enrolled from Safety Net on his/her birthday of the month prior to his/her 70th Birthday.
- (v) Exit from Safety Net is permitted at any time during the validity period of the insurance policy. However, there will be not be a refund of the monthly premiums paid up to such date of exit on account of Safety Net.
- (vi) The Safety Net cover will terminate on the expiry date of the policy.

- (vii) In the event of a claim, the customer or his immediate family member should inform the bank and arrange for the supporting documentation required for processing of the claim.
- (viii) The insurance company will have the right to request satisfactory evidence of age and cause of death/injury before any benefit paid in respect of any claimant under this policy together with any supporting evidence required by the company.
- (ix) The policy and Schedule will be read together as one contract and any word or expression to which a specific meaning has been attached in any part of the policy or of the Schedule will bear such specific meaning wherever it may appear.
- (x) Notice shall be given to the company within 180 days of the accident and any accident likely to give rise to a claim. In the event of death, immediate notice shall be given to the company.
- (xi) All certificates, information and evidence in such form and in such nature and within such time as the company may reasonably require will be furnished without expense to the company.

*Policy exclusions*

- a. Attempted suicide, suicide or intentional self inflicted injury while sane or insane.
- b. Any breach of the Law by the Insured Person or any assault provoked by him.
- c. Death/Injury resulting from any act contrary to Law of Sri Lanka of Jurisdiction in which the act taken place.
- d. Being under the influence of alcohol/drugs/narcotics/psychotropic substances other than in accordance with the direction of a registered medical practitioner.
- e. Participation in or training for and hazardous sport of competition or riding diving of any form of race or competition.
- f. Mental illness/Disease.
- g. Pregnancy, childbirth or abortion or any complication arising therefrom
- h. Directly or indirectly result from or is related to
  - i. Infection by which include zero-positivity to any Human Immunodeficiency virus (HIV) or
  - ii. Acquired Immune Deficiency Syndrome (AIDS) or any similar or related condition or syndrome or an illness condition directly or indirectly arising from any such infection, condition or syndrome.
- i. Any congenital or hereditary anomalies/defects.
- j. Arising or resulting from the insured person(s) committing any breach of law with criminal intent or unlawful act.
- k. Death due to occupational disease.
- l. Nuclear contamination, the radioactive, explosive or hazardous nature of nuclear fuel materials or property contaminated by nuclear fuel materials or accident arising from such nature.
- m. The Insured Person engaging in or taking part in any hazardous pursuits including but not limited to motor cycling (as rider or passenger), or engaging in or practicing for winter sports, ice hockey, football, polo, hunting, mountaineering, parachuting, hang-gliding, underwater activities necessitating the use of breathing apparatus, diving, any kind of race other than on foot, trial of speed or reliability, or using woodworking machinery driven by mechanical power, martial arts, bungee jumping, steeple chasing etc.
- n. Arising out of the Insured's participation in any naval, military or air force operations whether in the form of military exercises or war games or actual engagement with the enemy, whether foreign or domestic.
- o. The Insured's consequential losses of any kind or the Insured's actual or alleged legal liability, the Insured Person being in, on or entering into or descending from any balloon or aircraft, other than a fully licensed passenger carrying aircraft in which the Insured Person is travelling as a passenger other than as member of the crew and not for the purpose of under taking any trade or technical operation therein or thereon.
- p. Any Death or Permanent Total Disablement arising from an accident which had occurred prior to commencement of this policy.

- q. This insurance shall not apply to any Event consequent upon; War, Invasion, Act of Foreign Enemy, Hostilities or Warlike operations (whether war be declared or not) and/or Civil War, Mutiny, Strike, Riot, Civil Commotion assuming the proportions of or amounting to a Popular Rising, Military Rising, Insurrection, Rebellion, Revolution, Conspiracy, Military or Usurped Power and/or Martial Law or State of Siege or any of the events or causes which determine the proclamation or maintenance of material law or state of siege and/or any act of any person acting on behalf of or in connection with any organization with activities directed towards the overthrow by force of any de jure or de facto government or to the influencing of it by Terrorism or violence and/or action taken by any member of the Armed or Police Forces whilst attempting to quell any such aforementioned acts, or whilst attempting to arrest or apprehend an Insured Person in connection with their direct or indirect participation or involvement in any such aforementioned acts. Whenever the Company disclaims liability under this Exception the burden of proving that the Event complained of was not occasioned or did not result from any excepted Event shall be on the person claiming benefit under the policy.
- r. Injury/Death caused due to Ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel and/or the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
- s. Death due to alcohol dependence syndrome.
- t. Death due to drug abuse.
- u. Death related to maternity (including pregnancy, childbirth, abortion, miscarriage)

#### 11. Smart Wallet

##### Table of benefits

This product is issued and underwritten by AIG Insurance

Loss Type	Cover for Debit/Credit Card
Cash Loss	Up to LKR 5000
Credit/Debit fraud	Up to LKR 500,000 or claim loss, whichever is lower
Passport	LKR 7500
Driving License	LKR 2500
National Identity Card	LKR 1000
Keys and SIMs	Up to LKR 7500
ATM Cash Cover	Local and overseas up to LKR 40,000
Accident Medical cover	Up to LKR 15,000

##### Special Conditions

- Card Fraud: You will be reimbursed for fraudulent use of the card occurring during the first 48 hours after the loss of wallet, up to the limits stated in the Table of Benefits.
- While you may have multiple cards and qualify for multiple claims on fraudulent use of cards by paying separate premiums on each, items relating to all other losses i.e. Loss of Cash, Loss of Documents, Keys / SIMs replacement and Accident Medical Cover, subject to loss of wallet, will be claimable only from one card.
- Loss of Cash at ATMs: In the event of loss of cash resulting from violent or forcible hold up, during withdrawal from an ATM using a Standard Chartered bank card, you will be reimbursed up to the limits stated in the Table of Benefits.
- Cardholder is required to give notice of a claim to us as soon as reasonably possible but in any event within first 48 hours of any loss likely to give rise to a claim.
- Claims will only be entertained, if the Cardholder has paid the premiums for the month the claim is made.
- Accidental Medical Cover: in the event of Bodily Injury caused solely by violent/ accidental external and visible means, resulting from a hold up at an ATM.

- This insurance shall continue until the expiry of the Master Policy between Standard Chartered bank and AIG Insurance. Continuation of this insurance will be at the discretion of these two entities.

#### Exclusions

- Loss of wallet within the confines of the cardholder's home
- Loss/injury directly caused by riot, strike and terrorism
- Infidelity of the cardholder

#### Calculation of the minimum payment

- 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.
- 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 you will incur no financial charge if the payment of the current balance is received by us on or before the payment due date before the cut-off time. Please refer table below.

#### Minimum Payment

- Your statement will indicate the minimum amount due. This will be calculated as follows.
- If the current balance is less than or equal to LKR 500, you will be required to pay the balance in full.
- If the current balance is more than LKR 500, the Minimum Amount Due will include the following,
  - Fees/charges – 100%
  - Interest charges -100%
  - Any amount payable over and above the credit limit of the credit card
  - Amount of the unpaid/outstanding minimum payment amount due in the previous months – 100%
  - Fixed monthly instalment (if enrolled for instalment plans) – 100% for new instalment plans booked effective 1st June 2018. 5% for instalments plans booked prior to 1st June 2018.
  - Balance transfers (if enrolled) – 1%
  - Cash Advances (if any) – 1%
  - Retail transaction balance – 1%
- Payments takes place only when we service it and credits the same to the cardholders account, and not when the cardholder dispatches it. The cardholder will be required to pay us immediately if the Card account is overdue or the credit limit is exceeded, and the same will be notified on the statement. The payment by the cardholder to us may be more than the minimum payment due, or may be made before the payment due date, or more than once during the billing period. Such payments must be made in Sri Lankan Rupees or such other foreign currency in the manner indicated on the statement.
- The cardholder may choose not to settle the current balance in full, in which case the cardholder must pay at least the minimum amount due on or before the due date. 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 due date or only partly paid, then the unpaid amount will be added to the next statement's minimum amount due.
- If the cardholder fails to pay the minimum amount due by the due date, a late payment charge as prevailing from time to time will be levied.

Payment method	Payment cut-off time
Cash drop boxes at SCB Branches	2.30 p.m.
Any Commercial Bank Branch	3.00 p.m.
Arpico Super Centers & Super Stores	3.00 p.m.
Keells Super	3.00 p.m.
Nations Trust Bank (Kandy Branch only)	3.00 p.m.

Singer and Sisil world outlets	4.00 p.m.
I – banking Phone Banking	Online
Utility Payments	Utility Payments for selected utility companies are automated and the cardholder must make payments through the bank's Interactive Voice Response (IVR) system by calling the Contact Centre. All payments received before 12 noon on any working days would be processed on the same day and all other payments on the next working day.
Credit Card Payments	Credit card payments could be made by debiting the Cardholder's account using the Automated Telephone Banking Service.
Post a cheque	Cheques deposited after 1.30 p.m. will be collected for clearing the next working day. Please allow 2 to 6 days for payments to reach your account and if payments are made through mail, Please also allow 2 further days for processing.
ATM Transfers Transfers from an SCB Bank account	Internal account Transfers - 3.00pm, Internal Priority Banking account Transfers - 3.30p.m.

### Interest Charge

9. No interest will be levied (except on cash advances) if full payment is made on or before the due date. You will enjoy up to 48 days free of interest, provided the previous months total outstanding is paid by the due date in full.
10. Interest charge will be charged even if part payment or minimum payment is made on or before the due date.
11. Interest charge will be charged if full payment is made after the due date.
12. Interest charge for part payments or minimum amount payments will be calculated on the full outstanding balance from the last statement date until payment receipt date and thereafter on the balance outstanding until the next statement date.
13. For full payments made after the due date, interest will be calculated on the outstanding balance from statement date until payment receipt date. Where no payments have been made, interest will be calculated on the outstanding balance from the last statement date until the new statement date.
14. Cash advances will accrue interest from the date of transaction until it is paid in full.

Option	How Interest Charge will be levied
1.0 If full payment of the total outstanding is made every month before the Payment Due Date	No interest will be charged (excluding Cash Advances). Interest for Cash Advances will be charged from the date of transaction.
2.0 If the minimum payment of total outstanding is made every month on the Payment Due Date	Interest will be calculated for the whole statement period based on the balance movement due to any purchases, reversals, charges or payments. Interest is accrued on a daily basis. Please refer Illustration 1 for a detailed example.
3.0 If no payment is made by the Payment Due Date	Same mechanism as item 2. However a late payment fee will be added to the card account as no payment has been made. Please refer Illustration 2 for a detailed example.

**Illustration 1***Statement date 01/08/2020 and due date 18/08/2020 - Interest Calculation*

Date	Description	Txn Amt (LKR)	Balance (LKR)	Date range	Balance (LKR)	Rate p.a.	No of days	Interest (LKR)
1/8/2020	Opening balance		100,000.00	From 01/08/20 to 10/08/20	100,000.00	18.0%	9	443.84
10/8/2020	Purchase	10,000.00	110,000.00	From 10/08/20 to 18/08/20	110,000.00	18.0%	8	433.97
18/8/2020	Payment	(5,000.00)	105,000.00	From 18/08/20 to 01/09/20	105,000.00	18.0%	14	724.93
1/9/2020	Interest for the period	1,602.74						
1/9/2020	Closing balance		<b>106,602.74</b>	Total				1,602.74

**Illustration 2***Statement date 01/08/2020 and due date 18/08/2020 - Interest Calculation*

Date	Description	Txn Amt (LKR)	Balance (LKR)	Date range	Balance (LKR)	Rate p.a.	No of days	Interest (LKR)
1/8/2020	Opening balance		100,000.00	From 01/08/20 to 10/08/20	100,000.00	18.0%	9	443.84
10/8/2020	Purchase	10,000.00	110,000.00	From 10/08/20 to 01/09/20	110,000.00	18.0%	22	1,193.42
1/9/2020	Interest for the period	1,637.26						
1/9/2020	Late payment fees	990.00		Total				1,637.26
1/9/2020	Closing balance		<b>112,627.26</b>					

Please note that the interest amount shown on the above illustration is a provisional interest amount and calculated based on following assumptions:

- Closing Balance as per the current statement will remain unchanged

- All payments received by us from the cardholder may be applied in the following order of payment or any other order of priority as we may think appropriate :
  - All unpaid interest charges, service charges, fees, equated monthly instalments, cash advances and retail transactions shown on any previous statement.
  - All unpaid interest charges, service charges, fees, equated monthly instalments, cash advances and retail transactions shown on the current statement.
  - All unpaid card transactions and purchase transactions as shown on any previous statement.
  - All unpaid card transactions and purchase transactions as shown on any current statement.
  - All interest charges, service charges, fees, equated monthly instalments, cash advances and retail transactions not yet shown on the current statement.
- We are entitled to vary the rate or method of calculation of the annual fees, handling charges, additional charges, interest charges, the specified minimum amount due and or late payment charges or any other charges.
- A replacement fee is payable by the cardholder upon a request made to us for a replacement card. Additional charges are payable by the cardholder immediately upon the request to us for the provision of copies of sales voucher/cash advance slip and any further services we may provide from time to time.
- Without prejudice to our right to take legal action, we may charge fees for any returned unpaid cheques drawn by the cardholder in full or partial payment of the outstanding amount.
- The cardholder agrees that if any sums shall be due from the cardholder to us under the card or if the cardholder is liable to us on any banking account (current or otherwise) in any manner or if default is made by the cardholder in such accounts or any facility provided by us, then and in such event, the whole outstanding balance on the cardholder's accounts shall become immediately payable and the provisions of the Termination clause will become applicable.

20. Any cash deposits may only be regarded as having been received by us upon crediting the same to the card account. Cash deposits at our ATM's to credit card account will be credited by the following working day.
21. Fund transfer through our ATMs after 5 p.m. on working days, during weekends and on bank holidays will be credited to your card account on the following working day.
22. A cheque deposit shall be acceptable for collection and the proceeds shall not be available until the cheque has been cleared and the proceeds paid to us by the other bank. Cheque deposits at our ATM's and cheque deposit boxes will be collected on the following working day.
23. Payments made by cheques drawn at a location/payment acceptance point where we do not have a branch will be subject to a processing and handling fee as determined by us from time to time. The payment acceptance points will include but will not be limited to Commercial Bank of Ceylon Ltd, Nations Trust Bank (Kandy Branch), Lanka Bell (Pvt) Ltd, Keells Super outlets, Arpico Super Centers and Super Stores. We will not be liable for any delay in crediting the Cardholder's account for non receipt of payments made at any of the payment acceptance points.
24. Cardholders may issue a direct debit standing instruction to the cardholder's current or savings account with us to make payments of a percentage of the cardholder's outstanding credit card bill amount to the card account on the payment due date.
25. Payments made by the cardholder to us in respect of the card account will be applied by us in or towards payment of the cardholder's liabilities to us in such order as we may think appropriate.
26. For payments made via a cheque, cheques deposited after 1.30 p.m. will be collected for clearing the next working day. We require 2 working days for processing. Payments will be treated as made from the date on which the payments are posted to the Statement.
27. 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 will pay us all exchange, commission and other charges or losses charged or incurred by us in converting such payment to the billing currency. Such conversion shall be effected at such rate of exchange as may be conclusively determined by us 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 us posting of the funds into the Card Account 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 us and posted to the Card Account.
28. Non-receipt of the statement shall not be construed by the cardholder to be sufficient reason for non-payment of dues on time. We cannot be held liable for non-receipt of statement due to unforeseen circumstances and circumstances outside our control.
29. 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 minimum amount due is paid to us on or before the due date. Without prejudice to the other provisions of this agreement, if the cardholder should be absent from Sri Lanka for more than one month, the cardholder shall leave clear and specific instructions to settle the Card account and shall advise such instructions to our Card center, prior to his/her departure.
30. We will credit the cardholder's Card Account with the amount of any refund only upon receipt of a properly issued credit voucher/instruction received from the member establishment of the acquiring bank.
31. The payment by the cardholder of any sum in respect of any statement shall constitute binding and conclusive evidence of the acceptance by the cardholder of the entries shown on that statement.
32. The entire outstanding due in the Card account shall become payable in full by the cardholder, his successors or assignees, in the event of death, insolvency or winding up of business of the cardholder. In the event that a cardholder has been enrolled for the Safety net insurance policy and due premium has been paid at the time of death or permanent total disability, the outstanding will be recovered through insurance. (Safety net is an insurance scheme which covers the total outstanding balance in the event of total/ permanent disability or natural or accidental death. The policy is governed by the terms & conditions of the respective insurance provider).

33. We will not be liable for any delay in crediting the cardholders account for non-receipt of any payment made at any of the payment settlement points. We will levy a charge on such a payments at such rate or rates to be determined from time to time at our discretion.
34. Cheques are accepted for credit to the card account subject to realization. We reserve the right to debit your card account with the amount of uncleared cheques (and interest /charges if any) that may have been credited to your card account if such cheques are returned unpaid. Cheque deposits are accepted by us on the understanding that the depositor assumes full responsibility for the genuineness and correctness of all signatures and endorsements appearing thereon. The reverse of the cheque should indicate the cardholder name and card account number. For account transfers, the payment slip must be signed by the authorized signatory to the account. Account transfer to the card account will be carried out subject to availability of funds in your account. This receipt is not valid unless it is authenticated by our authorized officials.

## Services

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The term "Services" means the pay-by-phone, bill payment service provided by us to you to make payments to a utility provider by way of a charge to your card account/ ATM/IVR/Phone banking/i-banking and/or other channels under these terms.

1. The Service is available through our ATM/ IVR/ Phone Banking networks, iBanking, or any other channel established by us.
2. Usage of the TIN for accessing the 24 hour Automated Phone Banking System will be construed as acceptance of these terms and conditions. ("The 24 hours Automated Phone Banking System" means any device capable of providing voice response to a cardholder's request for services, by the use of a TIN or otherwise).
3. If the Cardholder uses the '24 hour Automated Phone Banking System', any instructions conveyed by the Cardholder shall be deemed valid and we may act upon the same provided that the Cardholder identifies himself through the Telephone Identification Number allotted to him. The Cardholder will not allow anyone to use this facility on his behalf.
4. 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 us) which will be sufficient authority for us to identify the caller as the Cardholder and we may: Debit the Cardholder's Card Account as detailed by the caller to pay a Utility. Such instructions shall constitute binding and conclusive evidence of the confirmation of the Cardholder to be bound by these terms.
5. The Card may be used for payment of Utility bills including but not limited to, telephone, electricity and water bills in accordance with the details given by the cardholder using the Interactive Voice Response (IVR) System by calling the Contact Centre.
6. We will act as intermediary only in transferring funds from the Card Account in settlement of the said bills. We 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, we reserve the right to change the benefits available to Cardholders at its discretion.
7. We shall not be liable for, and the Cardholder hereby irrevocably releases us from any liability for, excess, insufficient, late or incorrect payment of the said bills or any consequence thereof (including but not limited to) termination or disconnection of service or any other loss, damage, claims or proceedings that may arise as a result of the payment of such bills through the service. In particular, we shall have no liability arising from misuse of the Card/ TIN/ PIN malfunctioning of the ATM whether similar to the foregoing or not.
8. The Cardholder agrees to inform us in writing or by telephone any changes to its utility consumer numbers.
9. The Cardholder acknowledges that the Service is available only with respect to Utilities with whom we have a current arrangement to make payment on behalf of its Cardholder.
10. The Cardholder agrees that our record 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.

11. The bank shall not be liable for acting in good faith upon the cardholder instructions. 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.
12. 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 us and agrees that we shall not be liable for any disconnection/ discontinuation of service affected in the interim by the utility.
13. 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.
14. The Cardholder acknowledges that we 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.
15. Any instructions conveyed by the Cardholder through the ATM/ IVR/ Phone Banking or any other channel accepted by us shall be deemed valid and we may act upon and use its records of such instructions as evidence in a court of law or other legal proceedings.
16. The Cardholder agrees and accepts that we shall not be held liable in any way whatsoever for non-provision of the service or failure to carry out instructions in full or in part. The Cardholder agrees that we shall not be responsible for any delay in the execution or non-execution of instructions that are in our opinion, unclear or invalid or that we deem non-exclusory.
17. The Cardholder agrees that we are under no obligation to provide the Cardholder with a receipt representing the payment to the Utility.
18. The Cardholder agrees to take all necessary precautions to prevent unauthorised 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. The Cardholder undertakes to notify us immediately upon any unauthorised use of the Service and disclosure or any of its details to others and undertakes to confirm the same in writing or over the telephone.
19. The Cardholder authorises us to instruct the Utility to debit/ credit its account(s) with such Utility where we, at our sole discretion, believes that the payment has been credited or debited to the Cardholder's account with the Utility in error through the Service.
20. The Cardholder hereby accepts and agrees that we 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 us to make using the Service. The Cardholder also accepts and agrees that we shall not be held liable for any non-availability or malfunction of the ATM/ IVR/ Phone Banking/ other channels to authorise a payment to a utility.
21. Should we 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 connection.
22. The Cardholder shall make one consolidated payment for each bill due for each respective Utility. We will not be responsible for any disconnection/ discontinuation due to part or delayed payment of a Utility bill.
23. All fees and charges pursuant to or in connection with the Service and these terms are non-refundable.
24. We accept no responsibility and will not be liable for any loss or damage for any Service failures or disruptions (including, but not limited to Loss of data) attributable to system or equipment failure or due reliance by the Bank or on third party products or interdependencies, including, but not limited to electricity and telecommunications. We accept no liability or responsibility for consequences arising out of the interruption of its business by Acts of God, riots, civil commotion, insurrection, wars, or any other causes beyond its control or by any strikes or lockouts.
25. We may at its discretion vary or cancel the Service.
26. In the event that your Card is damaged, please contact us and we will replace same. All replacements are subject to a replacement card fee which will be part of the credit Card Tariff.

## Meaning of words under Programme Terms and Services

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**“Card Transaction”** means the purchase of goods and/ or services, benefits or reservations (including without limitations to any reservation made by the Cardholder for air, ship, rail, motor or other transportation or hotel or other lodging or accommodation or other transportation, rental or hire, whether or not utilised by the Cardholder) and/or receiving Cash Advances by the use of the Card or the Card numbers or the PIN or in any other manner including without limitation to mail, telephone or facsimile orders or reservations authorized or made by the Cardholder, regardless of whether sales slip or Cash Advance or other voucher or form is signed by the Cardholder.

**“Current Balance”** means the total debit balance (inclusive of all charges which shall be debited to the Card Account) outstanding on the Card Account payable to us according to our records on the date the statement of Account is issued.

**“Interactive Voice Response (IVR)”** system means equipment which provides electronic access to the Cardholder to carry out certain transactions on the Card including, but not limited to, enquiries on the Card Account and use of the Service.

**“Overdue Amounts”** is the amount (if any) outstanding from your previous statements. Any Overdue amounts shown on the statement is included in the Minimum Amount Due but is payable immediately.

**“Over-limit Amount”** is the Current Balance in excess of the credit limit.

**“Over-limit Charge/Fee”** is a charge levied once per Statement of Account, if the Cardholder exceeds his Credit Limit.

**“Payment Due Date”** means the date specified in the statement of Account by which date, payment of the Current Balance or any part thereof or the Minimum Amount Due is to be made. If the payment due date falls on a Bank holiday or a weekend, your Due Date is the first working day preceding the Due Date.

**“Rs.”** (Also known as “LKR”) means in the local currency i.e. Sri Lankan Rupee.

**“Statement of Account”** means our monthly or other periodic statement sent to the Cardholder showing particulars of the Current Balance payable.

**“Statement Date”** is the date of the last day of the billing cycle to which the statement refers and includes all entries processed by us up to the closure of business on that date.



