

CREDIT CARDHOLDER AGREEMENT TERMS AND CONDITIONS

IMPORTANT: BEFORE YOU USE YOUR CREDIT CARD, PLEASE READ AND UNDERSTAND THESE TERMS AND CONDITIONS.

INTRODUCTION

It is important that you read and understand the following Terms and Conditions 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 and Conditions.**

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

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

Refer to our Standard Chartered Website www.standardchartered.com/lk to view the Code of Conduct.

To the extent of any inconsistency between the agreement and other Terms and Conditions, The Credit Cardholder Agreement Terms and Conditions shall prevail.

1. DEFINITIONS

- 1.1 **'ATM'** means an Automated Teller Machine or any Card operated machine or device whether belonging to the Bank or any other participating bank(s) or financial institution(s) nominated from time to time by the bank, which accepts Cards.
- 1.2 **"Bank"** means STANDARD CHARTERED BANK, its successors and its assigns.
- 1.3 **"Card"** means, as appropriate, a Visa Classic or MasterCard Classic or Visa Gold or MasterCard Gold, a Visa Platinum, Standard Chartered FlySmiLes co-branded Credit Card or any other credit card issued by the Bank to the Cardholder including Primary, Supplementary/ Additional and Replacement Card(s).
- 1.4 **"Card Account"** means the Credit Card Account opened by the Bank for the purpose of entering all credits and debits received or incurred by the primary cardholder and the Supplementary/ Additional Cardholder(s) if any, under these Terms and Conditions.
- 1.5 **"Cardholder"** means an individual whose name a Card Account is in and to whom the Bank has issued a Credit Card and who is responsible for all Transactions and liabilities on the Card Account. It includes Primary and any Supplementary Cardholders.
- 1.6 **"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.

- 1.7 **“Cash Advance”** means any amount obtained by use of the Card, the Card number or the PIN or in any manner authorised by the Cardholder from the bank or any other bank or financial institutions for debit to the Card Account.
- 1.8 **“Charges”** means amounts payable by the cardholder arising from the use of the Card or the Card number or the PIN or under these Terms and Conditions and includes without limiting all Card Transactions, fees, finance charges, interest, taxes, levies additional expenses, damages, legal costs and disbursements, which will be debited to the Card Account and form part of the Current Balance.
- 1.9 **“Corporate Card”** means the Card(s) issued to the staff, executives, directors or any other such persons authorized by an eligible corporate body.
- 1.10 **“Credit Limit”** means the minimum debit balance permitted by the Bank for the Card Account for the Primary and the Supplementary/Additional Card(s), if any, and notified to the Primary Cardholder from time to time.
- 1.11 **“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 the Bank according to the Bank’s records on the date statement of Account is issued.
- 1.12 **“Deposit”** means the amount in cash placed with the Bank as specified by the Bank as security for the performance of the Cardholder’s obligation and/ or for the purpose of issuing of a Card(s).
- 1.13 **“Electronic Banking Terminal”** means any authorised terminal or device in which Card and/ or PIN can be used. This includes ATM’s Point Of Sales terminal through which Card Transactions can be performed or any other authorised terminal or device connected to **Standard Chartered** electronic banking system from time to time.
- 1.14 **“Guarantee”** means a guarantee, if any, from a Bank, corporate body, firm, individual or any other financial institution acceptable to the Bank in favour of the Bank and in the form and substance acceptable to the Bank for an amount specified by the Bank, as security for the performance of the Cardholder’s obligations and/ or for the purpose of issuing of a Card(s).
- 1.15 **“Imprinter”** means in relation to an imprinter device through which Card Transactions are processed manually.
- 1.16 **“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.
- 1.17 **“Merchant”** means any corporate entity, firm, person or other establishment, supplying goods and/ or services, which a Card scheme (Visa or MasterCard) member Bank has approved and made arrangements to accept the Card or the Card numbers as a mode of payment or reservation by the cardholder.
- 1.18 **“Minimum Amount Due”** is a % of the Current Balance subject to a minimum amount and the Over-limit Amount (if any), which if paid by the Payment Due Date to avoid any late payment charges. Any Overdue Amounts will be included in the Minimum Amount Due.
- 1.19 **“Month”** means calendar month.
- 1.20 **“Overdue Amount”** 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.
- 1.21 **“Over-limit Amount”** is the Current Balance in excess of the Credit Limit.
- 1.22 **“Over-limit Charge”** is a charge levied once per Statement of Account, if the Cardholder exceeds his Credit Limit.

- 1.23 **“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 to the Bank. 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,
- 1.24 **“PIN”** means the Personal Identification Number issued to the Cardholder(s) to enable the Card(s) to be used electronically at an ATM.
- 1.25 **“POS”** means in relation to a Point of Sale terminal through which Card transactions are processed electronically.
- 1.26 **“Point of transaction Terminal”** a terminal (ATM/ POS) or similar device (Manual Imprinter) used to obtain authorisation and process the Transaction receipt data.
- 1.27 **“Primary Cardholder”** means a person other than a Supplementary/ Additional Cardholder who is issued a Primary Card and for whom the Card Account is first opened and maintained by the Bank.
- 1.28 **“Rs.”** (Also known as “LKR”) means in the local currency i.e. Sri Lankan Rupee.
- 1.29 **“Security”** means a Fixed and/or Call Deposit or the Guarantee held for the performance of the Cardholders obligation and/ or for the purpose of issuing of a Card(s).
- 1.30 **“Service”** means the pay-by-phone, bill payment service provided by the Bank to the Cardholder to make payment(s) to a Utility on behalf of the Cardholder, by way of a charge to the Cardholder’s Card Account, through ATM/ IVR/ Phone Banking/ i-Banking/SMS Banking and/or other channels pursuant to these Terms and Conditions, as amended, revised or supplemented from time to time.
- 1.31 **“Statement of Account”** means the Bank’s monthly or other periodic statement sent to the Cardholder showing particulars of the Current Balance payable to the Bank.
- 1.32 **“Statement Date”** is the date of the last day of the billing cycle to which the statement refers and includes all entries processed by the Bank up to the closure of business on that date.
- 1.33 **“Supplementary/ Additional Card”** means a Card issued by the Bank to a third party nominated by, and at the request of, the individual Primary Cardholder entering into this Agreement with the Bank and in respect of which each Card Transaction is to be recorded on the Card Account.
- 1.34 **“Supplementary/ Additional Cardholder”** means the person who has been issued a Supplementary/ Additional Card at the request of and nominated by the Primary Cardholder.
- 1.35 **“Terminal”** means any Automated Teller Machine (ATM) or Point of Sale (POS) terminal through which Card Transactions can be electronically performed.
- 1.36 **“TIN”** means the Telephone Identification Number issued to the Cardholder in order to enable him to carry out transactions over the phone and is different from the PIN defined above.
- 1.37 **“Transaction”** refers to a Credit Card Transaction.
- 1.38 **“Transaction Date”** means the date on which a Transaction between a Cardholder and a merchant takes place.
- 1.39 **“Transaction Processing (Endorsement) Date”** means the date on which a Transaction is processed into the Cardholder’s account.
- 1.40 **“Utility”** means any company, authority or entity which provides utilities, goods and services including but not limited to water electricity and communication services.

1.41 **“24 hour 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.

1.42 **“Total Outstanding”** means the total debit balance (inclusive of all charges which shall be debited to the Card account) outstanding on the Card account payable to the bank according to the Bank’s records on the date the statement is issued.

Unless the context requires otherwise:

- a) Words denoting one gender shall include all other genders;
- b) Words denoting the singular shall include the plural and vice versa;
- c) Words denoting person shall include an individual, sole, proprietor, partnership firm, company, corporation or other natural or legal person whatsoever.

2. THE CARD

2.1 The Card is and will be, at all times, the property of the Bank and must be surrendered to the Bank immediately upon request by the Bank or its duly authorized agent.

2.2 The Card may be collected by the Cardholder or sent by post or courier or to the address notified to the Bank by the Cardholder or collected/ handed over to a nominated third party (and/ or to an address not in the bank records) at the risk of the Cardholder.

2.3 Upon receipt of the Card, the Cardholder shall sign the Card immediately and such Signature and/or Activation and/ or use of the Card will constitute binding and conclusive evidence of the confirmation of the Cardholder to be bound by these Terms and Conditions for which purpose the Primary Cardholder hereby binds all Supplementary Cardholder(s) as his agent for this purpose notwithstanding that the Bank is not notified of the Cardholder’s receipt of the Card. Only the party whose name is embossed on the face of the Card and has duly signed the reverse of the card can use the Card.

2.4 In the event, the Cardholder does not wish to be bound by these Terms and Conditions, the Cardholder shall cut the Card in half and return both halves to the Bank and Clause 16 (Termination) hereof shall henceforth be operative.

2.5 The Card is not transferable and will be used exclusively by the Cardholder. The Cardholder under no circumstances whatsoever will allow the Card and/ or PIN to be used by any other individual. The Cardholder as Security may not pledge the Card for any purpose whatsoever.

2.6 The Cardholder shall at all times ensure that the Card is kept in a safe place.

3. USE OF THE CARD

3.1 The use of this Card outside Sri Lanka is as stipulated from time to time by the Central Bank of Sri Lanka, Department of Exchange Control or any other regulatory body. The Cardholder will also be liable to clear all the outstanding without prejudice to any right, remedy or action against him, by the Central Bank of Sri Lanka, the Bank, court or any regulatory agency.

3.1.1 The Card may be used for Card transactions:

- a) Within the Credit limit notified by the Bank to the Cardholder, and
- b) Until the expiry date embossed on the Card. On the condition that the status of the Card Account remains current until such expiry.

3.2 The Cardholder undertakes to act in good faith at all times in relation to all dealings with the Card and the Bank.

3.3 The Cardholder shall and undertakes to stay within the prescribed Credit Limit assigned by the Bank unless prior approval in writing to exceed this limit is obtained by the Cardholder from the Bank and further undertakes to affect no purchases or transactions which may cause the aggregate outstanding balance under all such purchases and transactions to exceed such Credit Limit. If in Contravention of this provision, the Cardholder exceeds the Credit Limit, then the Cardholder must pay the amount exceeding the Credit Limit in full and the Minimum Amount Due and also in addition an Over-limit Charge prescribed by the Bank.

4. CREDIT LIMIT

- 4.1 Your Credit limit is the maximum amount that can be outstanding and owing to the Bank, on your Card Account at any point of time. The limit will be determined at the sole discretion of the Bank and will be advised to you in writing. In the event you are eligible for a credit limit enhancement, the Bank will carry out the limit enhancement with your consent. The Bank reserves the right to decrease the credit limit at its own discretion and will notify same to you. The Bank may also establish a separate limit for cash and non-cash transactions (within the overall Credit Limit of your Card Account)
- 4.2 The available Credit on your Card Account will be the un-utilised value of the Credit Limit at any point in time, after taking into account the balance outstanding and any Transaction already accepted by the Bank but not received for processing as of that date. Where separate Cash and Non-Cash Transaction limits have been established, the available credit will also be split accordingly. You undertake to ensure that you will incur transactions on your Card Account in a manner that you are always within the Available Credit (Cash and Non-Cash where applicable) on your account.
- 4.3 Notwithstanding that the Cardholder's Credit Limit has not been exhausted the Bank shall at its absolute discretion be entitled to at anytime and without notice and without giving any reason and without liability towards the Cardholder, withdraw and restrict the Cardholder's right to use or to refuse to authorize any card transaction.
- 4.4 Exceeding the Credit Limit on the Card Account by the cardholder(s) will be considered a breach of the terms and conditions of this agreement and the Bank will at its absolute discretion cancel the account without prior notice.

5. CASH ADVANCE

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

- 5.1 Presenting the Card at any of the branches of the Bank or at any member institution of Visa/ MasterCard together with evidence of his identity and signing the necessary Transaction record.
- 5.2 Use of the Card at any ATM of the Bank or of any other bank or institution with whom the Bank has an Agreement for the use of the ATM of the said bank or institution in which case the amount of each advance will be further subject to the applicable daily withdrawal limit of the ATM.
- 5.3 In addition to ATM, bank, merchant, agent, local or country limits and restrictions, Exchange Control Regulations and/or other regulatory authority restrictions issued from time to time will also apply.
- 5.4 The Bank will provide a PIN to be used in conjunction with the Card when effecting a transaction at an ATM. The Cardholder may under no circumstances whatsoever disclose the PIN to any other person.
- 5.5 The Bank's record of any Transaction effected in conjunction with a PIN shall be binding on the Cardholder as to its consequence and the information on the Bank's system will be conclusive evidence and binding on the Cardholder.
- 5.6 The use of the Card by the Cardholder to obtain a Cash Advance shall be deemed to constitute the Agreement of the Cardholder to pay a finance charge/interest and fees on the amount of Cash Advance as prescribed by the Bank from time to time. A finance charge shall be levied on each Cash Advance from the date of the advance until repayment in full. The Bank may from time to time, vary the amount of finance charge payable by the Cardholder.
- 5.7 Any instrument purchased on the Card which are readily convertible to cash such as travellers cheques, demand drafts, telegraphic transfers etc. will also be treated as Cash Advances and will be subject to the above charges.
- 5.8 The Bank reserves the right to change or withdraw this facility at its discretion

6. SUPPLEMENTARY / ADDITIONAL CARD(S)

- 6.1 The Bank may in its absolute discretion approve and issue Supplementary/ Additional Card(s) to a person(s) nominated by the Cardholder and requested jointly by the Cardholder and Supplementary/ Additional Cardholder(s). The Supplementary Cardholder(s) must be of 18 years of age or over and an immediate family member(s) (spouse, child, parent, brother or sister). Any deviation would be at the discretion of the Bank. Terms and Conditions will bind all such person(s).
- 6.2 The Credit Limit assigned to the Primary Cardholder is inclusive of the Credit Limit of the Supplementary Cardholder and the Primary Cardholder, and the Supplementary Cardholder shall not permit the total of the Charges incurred through their respective Cards to exceed the said Credit Limit.
- 6.3 The validity of the Supplementary Card is dependent on the validity of the Primary Card. Should the Primary Card be terminated by the bank or closed at the request of the cardholder, the supplementary card will also be terminated/closed. The termination/closure of the Supplementary card however, will not result in the termination of the Primary Card.
- 6.4 The undertakings, liabilities and obligations of the Primary Cardholder and the Supplementary/ Additional Cardholder to the Bank's and the Bank's rights herein shall not be affected in any way by any dispute or counter claim which the Primary Cardholder and the Supplementary Cardholder may have against each other.
- 6.5 Both the Cardholder and the Supplementary/ Additional Cardholder(s) will be jointly and severally liable for all Transactions processed by the use of the Card(s) whether their Card Accounts are combined or separate.
- 6.6 The Primary Cardholder may withdraw the authority of the Supplementary Cardholder(s) by sending a written intimation to the Bank accompanied by the Supplementary Card cut in half.
- 6.7 All Transactions authorized by the Supplementary Cardholder will be valid and treated as binding upon the Primary Cardholder and are the liability of the Primary Cardholder.
- 6.8 The primary Cardholder shall indemnify the Bank against any loss, damage, liability, costs and expenses whether legal or otherwise incurred by the Bank by reason of any legal disability or incapacity of the Supplementary Cardholder or any breach of these Terms and Conditions by the Supplementary Cardholder.

7. ACCEPTANCE OF CARD

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

8. STATEMENT OF ACCOUNTS

- 8.1 The Bank will mail to you under e-statement or normal post a statement of transactions in your Card Account every month on a predetermined date. If there is no balance outstanding and there are no Transactions received by the Bank since your last statement, no statement will be issued. The Bank will mail to you a statement of transactions in your Card Account either through normal post or e-statement every month.
- 8.2 Non receipt of statement for any reason whatsoever is not a valid reason for non-payment of at least the Minimum Amount Due. Should you not receive the statement within 10 days from the date of your usual Statement Date please call the Bank (Card Services) to check the amount payable.
- 8.3 Your statement will detail all Transactions received and processed on your Card Account since the date of your previous statement and up to the close of business on the day of the current Statement Date.
- 8.4 The amount outstanding on your statement will be made up of the following;
- a) The price of all goods and services purchased by the use of your Card including all mail and telephone orders or any other electronic channel authorized by you or by any Supplementary/ Additional Cardholder(s) to be charged to your Card Account.
 - b) Cash Advances on your Card Account including those incurred through Automated Teller Machines (ATM's) where applicable.
 - c) The charges set out under the **Clause 9 (Payment and Charges)** of these Credit Card Terms and Conditions of use (e.g. Fees, Service Charges, etc.) together with the prevailing Government Taxes and all other Bank charges with interest incurred by the use of a Credit Card.

9. PAYMENT AND CHARGES

Details of all current fees and charges referred to in this section are stated in the Service and Price guide published by the Bank, copies of which are available on request. These Charges may be amended from time to time with 10 days prior notice to the Cardholder. Notice would be given through statement messages, website and/or notices published at our branches.

- 9.1 The Cardholder agrees to pay to the Bank upon the request of the Bank a joining fee as prescribed by the Bank for the Card when issued and a joining fee prescribed by the Bank for each Supplementary Card when issued.
- 9.2 The Cardholder agrees to pay to the Bank upon request of the Bank an annual fee as prescribed by the Bank for the Card when issued or renewed and an annual fee prescribed by the Bank for each Supplementary Card when issued or renewed. No refund of annual fee will be made if the Card is terminated or not accepted.
- 9.3 The Cardholder agrees to pay the total amount of all charges described as the Current Balance specified in the specified Statement of Account which is due in full and payable not later than the date specified on the Statement of Account and the Cardholder shall incur no financial charge (excluding for Cash Advance) if the payment of the Current Balance is received by the Bank on or before the Payment Due Date (before the Bank cut off time). Please refer table 9.3 for details.
- 9.4 **MINIMUM AMOUNT DUE**
The statement will show the minimum payment due. The amount will be determined by the bank from time to time. This will be calculated as a percentage of the outstanding balance on the statement or a flat charge rate (which ever is higher). The minimum payment due is due and payable by the Cardholder to the bank on or before the payment due date. Payments takes place only when the bank services it and credits the same to the Cardholders account, and not when the Cardholder dispatches it. The Cardholder will be required to pay the bank immediately if the Card account is over due or the credit limit is exceeded, and the same will be notified on the statement. The payment by the Cardholder to the bank 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 to the bank must be made in Sri Lankan Rupees in the manner indicated on the statement.

- 9.5 The Cardholder may choose not to settle the Current Balance in full, in which case the Cardholder must pay at least 5% of the current balance or Rs. 500/-, whichever is higher, on or before the Payment Due date (hereinafter referred to as Minimum Amount Due). If the current balance is less than Rs.500/- then the Current Balance becomes fully due. However, if the Minimum Amount Due is not paid by the Payment Due Date or only partly paid, then the unpaid amount will be added to the next statement's Minimum Amount Due.
- 9.6 If the Cardholder fails to pay the Minimum Amount Due by the Payment Due Date, a late payment charge as prevailing from time to time will be levied.
- 9.7 Interest/Finance Charges
- 9.7.1 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
- 9.7.2 Interest/Finance charges will be charged even if part payment or minimum payment is made on or before the due date
- 9.7.3 Interest/Finance charges will be charged if full payment is made after the due date
- 9.7.4 Interest/Finance charges for part/minimum 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
- 9.7.5 For full payments made after the due date, interest will be calculated on the outstanding balance from statement date until payment receipt date. Where there had been no payments made, interest will be calculated on the outstanding balance from the last statement date until the new statement date
- 9.7.6 Cash advances will accrue interest from the date of transaction until it is paid in full.

Option	How Interest/Finance Charges 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 partial payment of total outstanding is made every month on or before 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 01/08/2010 and due date 25/08/2010 - Interest Calculation

Date	Description	Txn Amt	Balance	Dare range	Balance	Rate	No of days	Interest
8/1/2010	Opening balance		100,000.00	From 01/08/10 to 10/08/10	100,000.00	24.0%	9	591.78
8/10/2010	Purchase	10,000.00	110,000.00	From 11/08/10 to 24/08/10	110,000.00	24.0%	14	1,012.60
8/24/2010	Payment	(5,000.00)	105,000.00	From 24/08/10 to 01/09/10	105,000.00	24.0%	8	552.33
9/1/2010	Interest for the period	2,156.71						
9/1/2010	Closing balance		107,156.71	Total				2,156.71

Illustration 2 Statement date 01/08/2010 and due date 25/08/2010 - Interest Calculation

Date	Description	Txn Amt	Balance	Dare range	Balance	Rate	No of days	Interest
8/1/2010	Opening balance		100,000.00	From 01/08/10 to 10/08/10	100,000.00	24.0%	9	591.78
8/10/2010	Purchase	10,000.00	110,000.00	From 11/08/10 to 27/08/10	110,000.00	24.0%	22	1,591.23
9/1/2010	Interest for the period	2,183.01	112,183.01					
9/1/2010	Late payment fees	800.00		Total				2,183.01
9/1/2010	Closing balance		112,983.01					

- 9.8 All payments received by the Bank from the Cardholder may be applied in the following order of payment or other order of priority as the Bank may think fit;
- a) All unpaid finance charges, service charges, fees, Cash Advances and other cost shown on any previous Statement of Account.
 - b) All unpaid finance charges, service charges, fees, Cash Advances and other costs shown on the Current Statement of Account.
 - c) All unpaid Card Transaction/s and Purchase Transactions as shown on any previous Statement of Account.
 - d) All unpaid Card Transactions and Purchase Transactions shown on the Current Statement of Accounts.
 - e) All finance charges, service charges, fees, Cash Advances, other costs and Card Transactions not yet shown on the Current Statements of Account.
- 9.9 The Bank shall be entitled at its sole discretion to vary the rate or method of calculation of the annual fees, handling charges, additional charges, finance charges, the specified Minimum Amount Due and/ or late payment charges or any other charges.
- 9.10 A replacement charge as prescribed by the Bank is payable by the Cardholder to the Bank immediately upon a request to the Bank to issue a Replacement Card. Additional charges as prescribed by the Bank are payable by the Cardholder to the bank immediately upon the request to the Bank for the provision of copies of sales voucher/ cash Advance Slip and any further services the Bank may provide from time to time.
- 9.11 Without prejudice to the Bank's rights at any time to take the appropriate legal action, the Bank may charge fees for any returned unpaid cheques drawn by the Cardholder in full or partial payment of the outstanding amount.
- 9.12 The Cardholder hereby expressly agrees that if any sums shall be due from the Cardholder to the Bank at time under the Card Account, or if the Cardholder is liable to the bank on any banking account, or any other account, current or otherwise, in any manner or if default is made by the Cardholder in the provisions of such accounts or in any other banking facilities granted by the Bank to the Cardholder, then and in such event, the whole outstanding balance on the Cardholder's account shall become immediately due and payable and the provisions of **Clause 16 (Termination)** hereof shall be applicable.
- 9.13 A certificate signed by an officer of the Bank, stating the balance of your Card Account, will be prima facie evidence of the amount of your liability to the Bank at the date of the certificate.
- 9.14 Any Cash deposits may only be regarded as having been received by the Bank upon crediting the same to the Card Account. Cash deposits at SCB ATM's to the Credit Card Account will be credited by the following working day.
- 9.15 Fund transfer through SCB ATM's 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.
- 9.16 A cheque deposit shall be acceptable for collection and the proceeds shall not be available until cheque has been cleared and the proceeds paid to the Bank by the other bank. Cheque deposit at our ATM's and cheque deposit boxes will be collected on the following working day.
- 9.17 Payments made by cheques drawn at a location/payment acceptance point where the Bank does not have a branch will be subject to a processing and handling fee as determined by the Bank from time to time. The payment acceptance points will include but will not be limited to Commercial Bank of Ceylon Ltd, Nations Bank (Kandy Branch), Lanka Bell (Pvt) Ltd, Keells Super outlets, Arpico Super Centers and Super Stores. The Bank 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.
- 9.18 The Cardholders may issue a direct debit standing instruction to the Cardholder's current or savings account with the bank to make payments of a percentage of the Cardholder's outstanding Credit Card bill amount to the Card Account on the payment Due Date.

The Cardholder agrees that any amendments and cancellation to any such standing instruction should reach the bank at least two weeks before the next Payment Due Date.

- 9.19 Payments made by the Cardholder to the Bank in respect of the Card Account will be applied by the Bank in or towards payment of the cardholder's liabilities to the Bank under these Terms and Conditions in such order as the Bank thinks fit from time to time.
- 9.20 For payments made via a cheque, cheques deposited after 1.30 p.m. will be collected for clearing the next working day. Please also allow 2 working days for processing. Payments will be treated as made from the date on which the payments are posted to the Statement. Please refer table 9.30 for details on payment cut-off times.
- 9.21 All payments made by the Cardholder shall be in the billing currency of the Card Account. If payment is made in any other currency, the Cardholder shall pay the bank all exchange, commission and other charges or losses charged or incurred by the Bank in converting such payment to the billing currency. Such conversion shall be effected at such rate of exchange as may be conclusively determined by the bank at the date of entry into the Card Account. Any payment made by the Cardholder in the billing currency of the Card Account will be credited to the Card Account only on the date of the Bank's posting of the funds into the 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 the Bank and posted to the Card Account.
- 9.22 Non-receipt of Statement of Account shall not be construed by the Cardholder to be sufficient reason for non-payment of dues on time. The Bank cannot be held liable for non-receipt of statement due to unforeseen circumstances and circumstances outside the Bank's control.
- 9.23 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 the Bank on or before the Payment 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 the Bank's Card center, Prior to his/her departure.
- 9.24 The Bank 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.
- 9.25 The payment by the Cardholder of any sum of the Bank in respect of any Statement of Account shall constitute binding and conclusive evidence of the acceptance by the Cardholder of the entries shown on that Statement of Account.
- 9.26 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).
- 9.27 The bank 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. The Bank will levy a charge on such a payments at such rate or rates to be determined from time to time at the discretion of the Bank.

9.28 The Cardholder shall examine each statement issued in respect of the Card account and shall notify the Bank in writing of any alleged error/dispute therein within thirty (30) days of the statement Date. After such period, the statement and entries therein (except for any alleged error so notified) shall be conclusively considered as correct between the bank and the Cardholder. All statements will be sent by normal post to the latest address provided to the bank by the Cardholder in writing and shall be deemed to have been received within seventy two (72) Hours of posting. To assist the bank with its investigations, you will need to provide the following information; your name and card number, details of the Transaction in question and the amount of the suspected error (please refer clause 15 for details of disputes and resolutions).

9.29 Credit card payment methods & cut off times (working days)

Payment method	Payment cutoff time
Cash drop boxes at SCB Branches	3.00 p.m.
Lanka Bell outlets (Cash Payments Only)	3.00 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.
I – banking	Online
Phone Banking	Utility Payment – 12.00 noon Transfers – 3.00pm
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	Online
Transfers from an SCB Bank account	Internal account Transfers – 3.00pm, Internal Priority Banking account transfers – 3.30p.m.

10. STATUTORY REGULATIONS

- 10.1 The Cardholder(s) agrees to comply with all regulations issued from time to time by the Department of Exchange Control or similar Regulatory Authority, which may be affected by use of the Card(s) and to indemnify of any loss, claim or expenses incurred by the Bank as a result of non compliance or breach of any such regulations in force.
- 10.2 The Cardholder(s) shall not use the Card(s) for capital transactions and purchase/ import consumer goods in commercial quantities outside Sri Lanka.
- 10.3 In the event the use of this Card necessitates Electronic Funds Transfer (EFT) or withdrawal from ATM's in foreign currency, the same will be subjected to regulations issued by the Department of Exchange Control from time to time and will be for authorised purposes only.
- 10.4 The Cardholder(s) shall surrender the Card(s) to the Bank in the event the Cardholder(s) migrates, leaves Sri Lanka for employment overseas or is deemed 'non-resident' as per definitions of Exchange Control Regulations in force from time to time.

- 10.5 The Bank will comply with the requirements of the Controller of Exchange or any other regulatory authorities as stipulated from time to time and will disclose such transactions to relevant authorities under prevailing Rules and Regulations of the Democratic Socialist Republic of Sri Lanka.
- 10.6 The Bank may on its own accord cancel the Card(s) without notice to the Cardholder(s) in the event the Bank has any reason whatsoever to believe that there has been a violation of the Exchange Control Regulations or any other statutory regulations in force at the time of such cancellation.
- 10.7 The Card/s is not to be used for any unlawful activity deemed as an offence under Sri Lankan Law. If any Cardholder is found to have used the Credit Card for such unlawful activity, the Bank reserves the right to immediately terminate the card facility and inform details of such transaction to the CBSL.

11. LOSS OF CARD PIN AND TIN

- 11.1 The Bank may issue a PIN for the Cardholder for use at any ATM, which will accept the Card and the Cardholder, agrees that the PIN may be sent by Registered post or courier to the Cardholder at his risk.
- 11.2 The Bank may issue a TIN for the Cardholder for use of the Bank's IVR. The Cardholder agrees that the TIN may be sent by Registered post or by courier to the Cardholder at his risk.
- 11.3 The Cardholder shall be fully liable for all Card Transactions made with the PIN and TIN whether with or without the knowledge of the Cardholder.
- 11.4 The Cardholder shall use all reasonable precautions to prevent the loss or theft of the Card and shall not disclose the PIN and TIN to any other party.
- 11.5 In the event that the Card is lost or stolen or the PIN/ TIN is disclosed to any other party, the Cardholder should immediately notify the said loss, theft or disclosure together with the particulars thereof to the Bank and the Police of the country where such loss or theft or disclosure occurred.
- 11.6 The Cardholder should report the loss or theft of the Card immediately upon discovery of loss/ theft by telephone or fax to the Bank and in writing to the Police (or, if overseas to any member of Visa or MasterCard) but in any such case the telephone or fax message shall be confirmed in writing forthwith under the hand of the Cardholder or his attorney.
- 11.7 The Cardholder shall be liable for all amounts debited to the account as a result of the unauthorized use of the Card until confirmation of its loss or theft has been notified and later confirmed in writing to the Bank.
- 11.8 The Cardholder will give the Bank all the information in the Cardholder's possession as to the circumstances of the loss, theft or misuse of the Card and take all steps deemed necessary by the Bank to assist in the recovery of a lost/ stolen Card.
- 11.9 The Cardholder shall be and remain fully liable to make payment to the Bank for any debit to the Card Account arising from any Card Transactions, goods or services supplied by merchants, Cash Advances or ATM and Phone Banking, i-banking or SMS Banking transactions effected through the use of the Card by any person whether with or without knowledge of the Cardholder and irrespective of whether they were authorised by the Cardholder or not.
- 11.10 The Bank may at its absolute discretion issue a replacement for any lost or stolen Card or new PIN/TIN on these Terms and Conditions that the Bank may deem fit.
- 11.11 In the event that the Cardholder recovers the lost or stolen Card, he shall immediately return the same, cut in half to the Bank without using it. The Cardholder shall not use the PIN and TIN after reporting to the Bank of the disclosure of the same to any other party.
- 11.12 With regard to lost Cards, the Bank will levy a charge to cover the administration cost in informing the merchant network and the issue of a new Card.

12. SERVICE

- 12.1 The Service is available through Standard Chartered Bank's ATM/ IVR Phone Banking networks, iBanking, SMS Banking or any other channel established by the Bank.
- 12.2 The Bank may issue a PIN/ TIN to the Cardholder for use through ATM/ IVR/ Phone Banking or any other channel.
- 12.3 Usage of the TIN for accessing the 24 hour Automated Phone Banking System will be construed as acceptance of these terms and conditions.
- 12.4 If the Cardholder uses the '24 hour Automated Phone Banking System', any instructions conveyed by the Cardholder shall be deemed valid and the Bank may act upon the same provided 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.
- 12.5 The Cardholder agrees that the Service is provided at the request and risk of the Cardholder and upon confirmation of the Cardholder's identity on the telephone either by the TIN or otherwise (by provision of the personal details required by the Bank) which will be sufficient authority for the Bank to identify the caller as the Cardholder and the Bank may:
- a) Communicate the new PIN/ TIN or a replacement PIN/ TIN over the telephone;
 - b) Debit the Cardholder's Card Account as detailed by the caller to pay a Utility. Such instructions shall constitute binding and conclusive evidence of the confirmation of the Cardholder to be bound by these Terms and Conditions.
- 12.6 The Credit Card may be used for payment of Utility bills including but not limited to, telephone, electricity and water bills in accordance with the details shown on the Bill Payment Facilities form which the Cardholder instructs the Bank on the telephone.
- 12.7 The Bank will act as intermediary only in transferring funds from the Card Account in settlement of the said bills. The Bank shall not respond to and shall not be a party to, any dispute regarding the correctness of the bills, or regarding the utility or its services or if any of the Merchants withdraws, cancels, alters, or amends these products/ services. In addition, the Bank reserves the right to change the benefits available to Cardholders at its discretion.
- 12.8 The Bank shall not be liable for, and the Cardholder hereby irrevocably releases the Bank from any liability for, excess, insufficient, late or incorrect payment of the said bills or any 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, the Bank shall have no liability arising from misuse of the Card/ TIN/ PIN malfunctioning of the ATM whether similar to the foregoing or not.
- 12.9 The Cardholder agrees to intimate the Bank in writing or by telephone any changes to its utility consumer numbers.
- 12.10 The Cardholder acknowledges that the Service is available only with respect to Utilities with whom the Bank has a current arrangement to make payment on behalf of its Cardholder.
- 12.11 The Cardholder agrees that the Bank's 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.

- 12.12 The Cardholder hereby consents to the recording of telephone calls by the Bank and accepts that such recordings may be used by the Bank as evidence in a court of law or any legal proceedings.
- 12.13 The Cardholder accepts that payments of its account with the Utility through the Service may take up to three working days from receipt of instructions by the Bank and agrees that the Bank shall not be liable for any disconnection/ discontinuation of service affected in the interim by the utility.
- 12.14 The Cardholder acknowledges that he has been advised in his own interest, to pay his bills at least three working days prior to the due date to avoid disconnection/ discontinuation in any way.
- 12.15 The Cardholder acknowledges that the Bank will not be liable for any expenses or costs (including, but not limited to) any reconnection fees that may be incurred by the Cardholder as a consequence of a disconnection of service by a utility.
- 12.16 Any instructions conveyed by the Cardholder through the ATM/ IVR/ Phone Banking or any other channel accepted by bank shall be deemed valid and the Bank may act upon and use its records of such instructions as evidence in a court of law or other legal proceedings.
- 12.17 The Cardholder agrees and accepts that the Bank 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 the Bank shall not be responsible for any delay in the execution or non-execution of instructions that are in the Bank's opinion, unclear or invalid or that the Banks deems non-exclusory.
- 12.18 The Cardholder agrees that the Bank is under no obligation to provide the Cardholder with a receipt representing the payment to the Utility.
- 12.19 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 and Conditions. The Cardholder undertakes to notify the Bank 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.
- 12.20 The Cardholder authorises the Bank to instruct the Utility to debit/ credit its account(s) with such Utility where the Bank, at its sole discretion, believes that the payment has been credited or debited to the Cardholder's account with the Utility in error through the Service.
- 12.21 The Cardholder hereby accepts and agrees that the Bank shall not be held liable for any failure, delay or error on the part of the Utility to record and effect any payment that the Cardholder instructs the Bank to make using the Service. The Cardholder also accepts and agrees that the bank shall not be held liable for any non-availability or malfunction of the ATM/ IVR/ Phone Banking/ other channels to authorise a payment to a utility.
- 12.22 Should the bank be found liable to the Cardholder or any party claiming thereunder by any court of law or legal proceedings for any failure to render, or any error or delay in rendering the Service or for any other reason whatsoever, the Cardholder hereby agrees that the maximum liability of the Bank shall be limited to the minimum sum required to reconnect its connection.
- 12.23 The Cardholder shall make one consolidated payment for each bill due for each respective Utility. The bank will not be responsible for any disconnection/ discontinuation due to part or delayed payment of a Utility bill.

- 12.24 All fees and charges pursuant to or in connection with the Service and these Terms and Conditions are non-refundable.
- 12.25 The Bank accepts 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. The Bank accepts no liability or responsibility for consequences arising out of the interruption of its business by Acts of God, riots, civil commotion, insurrection, wars, or any other causes beyond its control or by any strikes or lockouts.
- 12.26 The Bank may at its discretion vary or cancel the Service.
- 12.27 In the event that your Credit Card is damaged, please contact the Bank and we will replace same. All replacements are subject to a replacement card fee which will be part of the credit Card Tariff.

13. CARD VALIDITY, EXPIRATION AND RENEWAL

- 13.1 All Cards will usually be issued for a validity period of one year. The Bank may at its discretion issue Cards with validity for a period exceeding one year. The validity of the Card will expire on the expiration date appearing on your card.
- 13.2 Unless in breach of the Terms and Conditions, the Bank will automatically renew the validity of your Card (and that of your Supplementary/ Additional Cardholder's) and send you new Cards usually 15 days before the expiration of your current card(s). In case of non-receipt of your renewed Card(s) before the stipulated time, please contact our Call Centre on 2480480.
- 13.3 All Cards, which do not have any payments pending for over a month or more, will be renewed automatically. In case the Cardholder does not want his card to be renewed or any Supplementary Card to be renewed, a written intimation should be sent to Card Services two months in advance. Intimations sent earlier than two months or less than 30 days before the expiry cannot be accepted. In the absence of this, the renewal fee (as applicable at the time of renewal) will be charged and will not be refunded.
- 13.4 The Cardholder must not attempt to use his Card outside its validity period. The Bank will not be liable in any manner whatsoever, for any consequences arising due to the attempt to use the Card outside its validity period.

14. CARDHOLDER DISPUTES WITH MERCHANTS

- 14.1 Any dispute or complaint against any Merchant Establishment/ Financial Institution must be directly resolved by the cardholder with the Merchant/ Financial Institution. The Bank is not in any manner responsible for the quality or value of any goods or services received by you or the Supplementary/ Additional Cardholder(s) from any Merchant/ Financial institution. The Bank shall not in anyway be responsible for merchandise, warranty or services purchased or availed by the Cardholder from service establishments including on account of delay in delivery, non-delivery, and non-receipt of goods or receipt of defective goods from mail order placed by the Cardholder. It must be distinctly understood that the Card facility is purely a facility to the cardholder to purchase goods or avail of services and the Bank holds no warranty or makes no representation about quality, quantity, delivery or otherwise howsoever regarding the goods or services, and the Cardholder with the service establishment must resolve any dispute. The existence of a dispute shall not relieve the Cardholder and he/she agrees to pay promptly such charges, notwithstanding any pending dispute or claim whatsoever.

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

15. DISPUTES AND RESOLUTIONS

- 15.1 If you believe that an error has occurred, you should contact the Bank promptly (latest within 30 days of the date of statement). To assist the Bank with its investigations, you will need to provide the following information; your name and card number, details of the Transaction in question and the amount of the suspected error.
- 15.2 If you inform the Bank orally, you are required to send your complaint in writing within 5 business days. Wherever necessary the Bank will contact you should it need any further information.
- 15.3 Pending the Bank's investigation and correction (if any), the Bank may, at its sole discretion, credit your account with the disputed amount till the dispute is resolved. Where, after completion of investigations, the Bank concludes that no errors has occurred, the Bank will promptly advise you accordingly. Your account will be debited for the disputed amount with the value date and service charges will accrue accordingly and if in the process of investigating your query, the Bank has had to retrieve voucher copies etc. either from its archives or through another bank, your account will be debited for retrieval fees as appropriate.

16. TERMINATION

- 16.1 Notwithstanding the payment provisions outlined under **Clause 9 (Payment and charges)** above, all amounts outstanding on a Card Account (including that of all Supplementary Cards) together with the amount incurred by the use of the Card but not yet charged to the Cardholder's Account shall become due and payable immediately in full upon the termination of this Agreement. Termination of this agreement will be either by the Cardholder providing written notice to the Bank along with the Card(s) cut in half or by the Bank or upon the death, bankruptcy or insolvency of the Cardholder or when the whereabouts of the Cardholder become unknown to the Bank due to any cause not attributable to the Bank. The Cardholder and/ or his estate will be responsible for repaying in full any outstanding balances on the Card Account and shall keep the Bank indemnified for all costs (including Legal fees and Charges) and the expenses incurred in recovering such outstanding balances. Pending such repayment, the Bank will be entitled to continue to charge finance and other Charges at its prevailing rates.
- 16.2 In the event the Primary Cardholder terminates his Card, all Cardholders including the Supplementary Cardholders shall continue to be jointly and severally liable to the Bank for all Charges and other liabilities in accordance with these Terms and Conditions until such time as all outstanding have been settled and all the Cards are returned to the Bank dully cut in half.
- 16.3 The Bank may terminate this agreement at any time by cancelling or refusing or renew the card with or without cause without giving prior notice. Unless and until such termination takes place the Bank may provide a new Card (renewal) to the Cardholder(s) from time to time.
- 16.4 The Bank shall not be liable to refund the annual membership fee for or any part thereof in any case of the termination of the Card Account.

- 16.5 In the event that any security is held by the Bank as collateral for the issuance of the Card, the Bank reserves the right to retain such Security even after full settlement of outstanding for a period of at least 45 days following the Card being cancelled and returned to the Bank whether cancelled by the Cardholder or the Bank or following the Agreement being terminated.
- 16.6 Notwithstanding the termination of this agreement by either party the Cardholder shall continue to be liable for all further charges incurred by the use of the Card.

17. EXCLUSION OF LIABILITY

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

- 17.1 Any loss or damage howsoever incurred or suffered by the Cardholder by reason of the Bank or a Merchant or other bank or financial institution or any ATM or other party refusing to allow a Card Transaction or refusing to extend or provide Cash Advances up to the Credit limit or at all;
- 17.2 Refusal of any Merchant or member institution of Visa/ MasterCard to honour or accept the Card or for any defect or deficiency in the goods or services supplied to the Cardholder by any Merchant or, where applicable, for any breach or non-performance by a Merchant of a Card Transaction;
- 17.3 The malfunction of any ATM/ POS or disruption of communication systems;
- 17.4 The exercise of its right to demand and procure surrender of the Card prior to the expiry date embossed on its face, whether such demand and surrender are made and/ or procured by the Bank or by any other person or ATM/ POS;
- 17.5 The exercise by the Bank of its right to terminate any Card or the Card Account pursuant to Clause 16 (**Termination**);
- 17.6 Any injury to the credit character and reputation of the Cardholder in and about the repossession of the Card, any request for its return or the refusal of any Person to honour or accept the Card;
- 17.7 Any misstatement, misrepresentation, error or omission in any details disclosed by the Bank pursuant to Clause 19 (**Bank's books, Records and Customer information**);
- 17.8 Any dispute between the Cardholder and any Merchant or bank or financial institution or any other person, the Cardholder's liability to the Bank shall not in any way be affected by such dispute or counter claim or right of set-off which the Cardholder may have against such Merchant or bank or financial institution or person.
- 17.9 Consequences rising out of the interruption of its business by acts of God, civil commotion, insurrections, wars or any other causes beyond its control, or by any strikes or lockouts.

18. LIABILITY OF CORPORATE CARDS

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

19. BANK'S BOOKS, RECORDS AND CUSTOMER INFORMATION

- 19.1 The Bank's books, records and accounts shall be conclusive and binding. Any certificate, printout or statement of account issued by the Bank shall be final

and conclusive evidence against Customer of the correctness thereof in any legal proceedings or otherwise.

- 19.2 The Customer acknowledges and accepts that telephone calls by or to the Bank may be recorded for the protection of the interests of the Customer and the Bank.
- 19.3 The Customer hereby acknowledges and agrees that the Bank may maintain, process and store its data, information and records in electronic form, or microfilm or other methods (including in processing centres and databases outside Sri Lanka) and further agrees that the messages, cables, telexes, facsimiles, microfilms, tapes, computer printouts and photo copies, which may be exhibited by the Bank as an extract from its files, books, records or accounts constitute conclusive evidence of the genuineness of the contents thereof.
- 19.4 The Customer acknowledges and agrees the Bank may utilise the services of third party contractors and that such third party may have access to the Bank's books and records including information regarding the Customer and the Account.
- 19.5 The Bank shall have the right to check the credit standing of the applicant for the Card and/or check credit standing of the Cardholder at any time as and when the Bank deems fit without reference to him.

20. AUTHORISATION & INDEMNITY FOR TELEPHONE, TELEX, CABLE AND FACSIMILE INSTRUCTIONS

- 20.1 The Cardholder authorises the Bank 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, telex, cable or facsimile by the Cardholder(s) on his behalf, without any enquiry on the Bank's part including, without prejudice to the generality of the foregoing, as to the authority or identity of the person giving or purporting to give the instructions and regardless of the circumstances prevailing at the time of receipt of the instructions. The cardholder will accept the Bank's ruling on time & date of receipt of instructions as final.
- 20.2 The Bank shall be entitled to treat the instructions as fully authorised and binding upon the Cardholder and the Bank shall be entitled to take such steps in connection with or in reliance upon the instructions as the Bank may consider appropriate, whether the instruction is to pay money or otherwise to debit or credit any account, or relate to the disposition of any money or documents, or purports to bind the Cardholder to any agreement or other arrangement with the Bank or any other person or to commit the Cardholder to any other type of transaction or arrangement whatsoever, regardless of the nature of the transaction or arrangement or the amount of money involved and notwithstanding any error, ambiguity, misunderstanding or lack of clarity in the terms of the instructions.
- 20.3 In consideration of the Bank acting in accordance with the terms of this authorisation and indemnity the cardholder hereby irrevocably undertakes to indemnify the Bank and to keep the Bank indemnified against all losses, claims, actions, proceedings, demands, damages, costs, liability and expenses, whether legal or otherwise incurred or sustained by the Bank of whatever nature and howsoever arising out of or in connection with the instructions or any breach thereof or the enforcement of the Bank's rights and herein provided. All costs and expenses in such regard may be debited to the Card Account and shall be payable by the Cardholder.

- 20.4 The terms of this authorisation and indemnity shall remain in full force and effect unless and until the Bank receives, and has a reasonable time to act upon, notice of termination from the Cardholder, save that such termination will not release the Cardholder from any liability under this authorisation and indemnity in respect of any act performed in accordance with the terms of this authorisation and indemnity prior to the expiry of such time.
- 20.5 The Cardholder admits and acknowledges that the giving of any instruction by telephone, telex, cable, or facsimile as aforesaid is not a secure means of giving any instruction to the Bank, that the Cardholder is aware of the risks involved in that regard and confirms that arrangements herein, which is made for the convenience of the Cardholder, is solely at the risk of the Cardholder.

21. RIGHTS TO SET-OFF AND FUNDS HELD AS SECURITY

- 21.1 In addition to any general right to set-off or other rights conferred by law or under any other agreement, the Cardholder agrees that the Bank may at its absolute discretion at any time and without notice combine or consolidate all or any account(s) held either individually or jointly, of the Cardholder with the Bank of whatever description and wheresoever located and whether in Sri Lankan Rupees or in any other currency or set-off or transfer any sum standing to the credit or any such account(s) including a joint account with a Supplementary/ Additional Cardholder(s) in or towards discharge of all sums due to the Bank under any account(s) of the Cardholder with the Bank of whatever description or wheresoever located and whether in Sri Lankan Rupees or any other currency and may do so notwithstanding that the balances on such account(s) and the Cardholder hereby authorises the Bank to offset any such combination, consolidation, set-off or transfer with the necessary conversion at the Bank's prevailing exchange rates which shall be determined by the Bank at its absolute discretion.
- 21.2 For the purpose of enabling the Bank to preserve intact the Liability of any party including the Cardholder once a writ or summons has been issued or to prove the bankruptcy or insolvency of the Cardholder or for such other reasons as the Bank thinks fit, the Bank may at any time place and keep for such time as the Bank may think prudent any monies received, recovered or realised hereunder or under any other Security or Guarantee to the credit of the Cardholder as the Bank shall think fit without any intermediate obligation on the part of the Bank to apply the same or any part thereof in or towards the discharge of the sums due and owing to the Bank.
- 21.3 The Bank may require a Cardholder to place funds in a deposit account at any of our Branches as security when providing a Credit Card. The Bank retains right to set off the Card outstanding against these credit balances. If the Cardholder wishes to access these funds at any time he must notify the Bank in advance and the Bank will at its absolute discretion make a decision based on the Cardholders Credit Card conduct. The release of such funds held as security once approved may take up to 45 working days.

22. LEGAL ACTION

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

23. NOTICES

- 23.1 The Cardholder must call 2480480 prior to travelling overseas and inform of his/her travel plan or even e-mail us at Cards.CB@sc.com prior to overseas travel.

- 23.2 If the Cardholder leaves Sri Lanka to take up residence employment elsewhere, both the Primary and Supplementary Card(s) shall be returned to the Bank 30 days prior to the Cardholder's departure and the use of the Card and Supplementary Card(s) shall be deemed to be terminated and **Clause 16** (Termination) shall apply.
- 23.3 All Cards, PIN, TIN, Statement of Account, demands or any other communication under these Terms and Conditions delivered personally or sent by courier or ordinary / registered post to the last known billing or any other address of the Cardholder and such communication shall be deemed to be to have been served on the Cardholder on the day of delivery if delivered by hand and three business days after dispatch, if sent by courier or post.
- 23.4 All communications under these Terms and Conditions sent to the Primary Cardholder and/ or the Supplementary Cardholder shall be deemed to be communication sent to both.

24. GENERAL

- 24.1 The Bank shall not be liable for acting in good faith upon the Cardholder's instructions.
- 24.2 The Cardholder authorises 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.
- 24.3 The Cardholder shall indemnify the Bank against any consequences, claims proceeding or losses that may arise or be incurred by the reason of the carrying telephonic instructions from or purported to be from the Cardholder.
- 24.4 The Bank shall be entitled to appoint an agent to collect all sums due to the Bank from the Cardholder under this Agreement.
- 24.5 The Bank shall be entitled at any time without the consent of the Cardholder to assign the whole or any part of its rights or obligations under this Agreement with or without notice to the Cardholder.
- 24.6 The Cardholder undertakes to sign such further document as may be requested by the Bank from time to time.
- 24.7 The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by the law.
- 24.8 The Terms and Conditions herein are binding upon the Cardholder and any rights or remedies provided by the law.
- 24.9 The Terms and Conditions herein are binding upon the Cardholder and he shall not assign his obligations herein to anyone else.
- 24.10 The Bank may at any time waive, either unconditionally or otherwise, any of these Terms and Conditions or any default or breach of the Cardholder, provided that such waiver is given in writing by the Bank and save as aforesaid no conditioning or excusing of and no neglect of forbearance on the part of the Bank of any default or breach of any of these Terms and Conditions shall operate as a waiver of the Banks rights and powers and no waiver shall be inferred from or implied by anything done or not done by the Bank unless expressed in writing to the Bank. Any waiver shall operate only as waiver of the particular matter to which it relates and shall not operate as a waiver or release of the particular matter to which it relates and shall not operate as a waiver or release of any of these Terms and Conditions.

- 24.11 In connection with the special discounts/ offers made by the respective Merchants, the Bank does not hold out any warranty or make any representation of the delivery, quality, design, specifications or otherwise set out in respect of these offers. Also, these products/ services are subject to availability and will be allocated on a first come, first served basis.

25. VARIATIONS OF TERMS

- 25.1 The Bank may from time to time change the Terms and Conditions of this Agreement. Subject to the requirements of statute, notification of any such change shall be given to the Cardholder by the Bank either in writing or by publication thereof. Such changes shall apply to all unpaid finance charges, fees, Cash Advances, costs and Card Transactions.
- 25.2 Retention or use of the Card after the effective date of any such change of Terms and Conditions of this Agreement shall be deemed to constitute acceptance of such changes without reservation by the Cardholder. If the Cardholder does not accept the proposed change, the Cardholder must terminate use of the Card by giving prior written notice to the effective date and **Clause 16** (termination) shall henceforth be operative.
- 25.3 The Bank reserves the right to amend or revise these Terms and Conditions at its sole discretion by giving a 10 day period of notice to the Cardholder.

26. EFFECTS OF THE AGREEMENT

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

27. CHARGE ON CONVERSION OF FOREIGN EXCHANGE TRANSACTIONS

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

28. GOVERNING LAW

- 28.1 The Terms and Conditions are governed by and shall be construed in accordance with the laws of Sri Lanka and the Cardholder hereby submits irrevocably to the non-exclusive jurisdiction of the courts of Sri Lanka. Such submission shall however not prejudice the right of the Bank to bring proceedings against the Cardholder in any other jurisdiction.
- 28.2 These Terms and Conditions will automatically stand amended if such amendments are necessitated by law, government regulations or instructions issued by the Central Bank of Sri Lanka. Your Card Account may be used only for lawful and valid purposes. In the event you use, or allow a third party to use the Card or Account for any other purpose, you will be responsible for such use and may be required to reimburse the Bank, MasterCard International or Visa International for all amounts and/ or

expenses that all or either of the three parties pays as result of such use. In such a situation the Bank reserves the right to immediately suspend such payments and bring the matter to the notice of the Controller of Exchange.

- 28.3 If reasonable grounds exist for the Bank to suspect that unauthorized foreign exchange transactions are being carried out on your card, the Bank retains the right to immediately suspend availability of foreign exchange on the card and to report the matter to the Controller of Exchange. The Bank also retains the right to obtain information on transactions carried out by a Cardholder in foreign exchange on card.
- 28.4 If the Cardholder leaves Sri Lanka either for good or for employment or permanent residence abroad, the card issued to him/ her should be surrendered to the Bank unless such card was issued for making settlement for foreign exchange drawings on the Card out of funds lying to the credit of a NRFC, RFC, RNNFC account and an Off Shore account.
- 28.5 The extraordinary Gazette of the Democratic Socialist Republic of Sri Lanka No: 1411/5, Monday, September 19,2005 which is here to attached, forms and integral part of these Terms and Conditions and should be read, understood and applied in carrying out foreign exchange transactions on the Card.

29. DISCLOSURE OF CARD ACCOUNT INFORMATION

- 29.1 The Customer consents to the Bank and its officers and agents disclosing information relating to him/ her and his/ her account(s) and/ or dealing relationship(s) with the Bank, including but not limited to details of his/ her facilities, any security taken, transactions undertaken and balances and positions with the Bank, to
- i) The head office of the Bank, any of its subsidiaries or subsidiaries of its holding company, affiliates, representative and branch offices in any jurisdiction (Permitted Parties)
 - ii) professional advisers and service providers of the permitted parties who are under a duty of confidentiality to the permitted parties.
 - iii) any actual or potential participants or sub-participants in relation to any of the Bank's right's and/ or obligations under any agreement between us, or assignee, novatee or transferee. (or any agent or adviser of any of the foregoing)
 - iv) any rating agency, insurer or insurance broker of, or direct or indirect provider of credit protection to any permitted party.
 - v) any court or tribunal or regulatory, supervisory, governmental or quasi-governmental authority with jurisdiction over the permitted parties.
 - vi) to any potential assignee of the Bank, to any guarantor, third party pledgor or security provider
 - vii) in response to any request from a third party for a reference.

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

30. RECOVERY OF DEFAULT PAYMENTS

The Bank 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 In the event that you fail to make payment after the reminders and the letters we will visit you at the addresses available on our system. In the event that you fail to make payment, we will file legal action to recover the dues. The Bank shall be entitled to appoint an agent to collect all sums due to the Bank from the you under this Agreement The Bank will respond to letters pertaining to recovery/collection matters in a period less than 10 days from the date of receipt of the letter.

31. REPORTING PROCEDURE TO CREDIT INFORMATION BUREAU

The Bank is obliged to report your name and other details to the Credit Information Bureau which will be available to all member banks and financial organizations. This is a regulatory requirement. Due to continued non-payment, the credit card account will be cancelled and all transactions will be declined if the current minimum due is not settled immediately. Supplementary card(s) will be cancelled as well. The Cardholder is also required to destroy the card immediately once it is cancelled.

The cancellation of the credit card will result in the following:

- a. Card will not be re-issued
- b. Any other facility that is currently enjoyed with Standard Chartered Bank will be suspended/cancelled immediately
- c. Payment of minimum due will not be applicable and the total outstanding balance will be demanded immediately
- d. The Bank is obliged to report your name and other details to the Credit Information Bureau which will be available to all member banks and financial organizations. This is a regulatory requirement
- e. The above may affect your current/future relationship with other banks and financial organizations
- f. The Bank would be compelled to resort to litigation to protect its interests

32. FEEDBACK AND SUGGESTIONS

Please feel free to provide feedback on our services. Your suggestions will help us to improve our services to you. For any suggestions, complements or complaints you may contact us on the following:

24-hour hotline : 2480480

E-mail : Cards.CB@sc.com

Website : www.standardchartered.com/lk

We will address your complaints within a time period less than 10 days from the date on which the complaint was made/received by the Bank.

TERMS & CONDITIONS OF THE PROGRAMS OFFERED TO STANDARD CHARTERED CREDIT CARDHOLDERS

1.0 LOYALTY PROGRAMMES - 360° REWARDS POINTS PROGRAM AND PLATINUM REWARD POINTS

DEFINITIONS AND INTERPRETATION

- 1.1 In these Terms and Conditions, unless the context otherwise requires:
- “Bank”** means Standard Chartered Bank, its successors and its assigns.
- “Business Day”** means a day that Standard Chartered Bank is open for business.
- “Cardholder”** means a customer of the Bank owning a Credit Card, in whose name a Card Account is in and who is responsible for all Transactions and liabilities on the Card Account. It includes Primary and Supplementary Cardholders.
- “Conditions”** means the terms and conditions of the 360° Rewards Points program, as amended by the Bank time to time.
- “Credit Card”** means as appropriate, a Visa and/ or a MasterCard Classic and/ or Gold that is validity issued by Standard Chartered Bank to a Cardholder excluding holders of corporate credit cards, in good standing in all respects and is not in payment arrears or otherwise in default in anyway, and includes a Supplementary Card issued at the request of such Cardholder.
- “360° Rewards Points”** means voucher available to a Cardholder under 360° Rewards Points Program, as published in the 360° Rewards Points Direct Mailer that is current at the date of redemption of Points by a Cardholder during the course of the same 360° Rewards Points Program.
- “360° Rewards Points Program”** means the benefit program for Cardholder operated by Standard Chartered Bank from time to time pursuant to the Conditions.

“**Rs.**” means Rupees, the lawful currency of the Democratic Republic of Sri Lanka.

“**Point**” means a point accumulated by a Cardholder towards participation in the 360° Rewards Points program through Credit Card use by the Cardholder.

“**Retail purchases**” means purchases of goods/ services made for personal/ individual consumption.

“**The Bank**” = Standard Chartered Bank or SCB

“**Direct Mailer**” DM

1.2 In these Conditions unless the contest otherwise requires:

- a) the singular includes the plural and vice versa;
- b) a reference to a person includes an incorporated or other entity;
- c) references to clauses are to clauses of these conditions;
- d) References to the Conditions, the Direct Mailer or any other document published by Standard Chartered bank in relation to the 360° Rewards Points program mean the Conditions, Direct Mailer or other document as amended, supplemented or replaced by Standard Chartered Bank from time to time; and
- e) References to Standard Chartered Bank or a Cardholder in these Conditions, the Direct Mailer or any other document published by Standard Chartered Bank in relation to the 360° Rewards Points program include that party's executors, administrators, substitutes, successors and permitted assigns.

1.3 In this Conditions, heading are used for convenience of reference only and do not affect interpretation.

1.4 The Conditions are supplemental to and in no way to the exclusion of the general Terms and Conditions of issues of Credit cards. To the extent, if any, of any inconsistency between the Conditions and the general terms and conditions of issue of Credit Cards, the general Terms and Conditions shall apply to the exclusion of these Conditions.

2. PARTICIPATION

2.1 The 360° Rewards Points program is established by Standard Chartered Bank (SCB or the Bank) to reward Cardholders for their loyalty creditworthiness in the use of Credit Cards. The 360° Rewards Point program will enable Cardholders to accumulate points that may subsequently be redeemed for 360° Rewards Points as detailed in the 360° Rewards Point Direct Mailer (DM) subject to the Conditions.

2.2 Entitlement to participate in the 360° Rewards Point program is limited to Cardholders whose Credit Cards are valid in and in good standing in all respects with the Bank and are not in payment arrears or otherwise in default in any way at any given time.

2.3 All holders of Standard Chartered Credit Cards issued in Sri Lanka by Standard Chartered Bank excluding holders of corporate Credit Card are eligible to participate in the 360° Rewards Point program.

2.4 Each Cardholder holding a Credit Card shall automatically qualify to participate in the 360° Rewards Point program and may accumulate points from the date of the first transaction. Cardholders acquiring Credit Cards after, the subsequently will participate in the 360° Rewards Point program from the date their Credit Cards are activated and become effective.

2.5 Where Standard Chartered Bank believes that:

- a) a false, inaccurate or fraudulent Credit Card transaction has occurred;
- b) the accuracy, amount or other particulars of any Credit Card transaction are disputed by SCB, a Cardholder, the retailer or any other party; or
- c) the validity of any Credit Card transaction for payment purpose challenged for any reason whatsoever, no points shall accrue in respect of that transaction.

Where, following investigation, SCB determines that the transaction is valid and accurate in all respects; the points attributable to that transaction will be accumulated for the Cardholder.

- 2.6 Unless otherwise determined by SCB, any breach of the Conditions of issue of Credit Cards by any Cardholder shall automatically disqualify that Cardholder from participation in the 360° Rewards Point program and any points that have been accumulated by that Cardholder shall be immediately forfeited.
- 2.7 Where a Cardholder wishes to cancel his Credit Card or any supplementary card, any redemption of points arising from the relevant card for 360° Rewards Point by that Cardholder must occur prior to cancellation. Any accumulated points that exist upon cancellation of a Credit card shall be immediately forfeited.
- 2.8 The accumulated points relating to s Credit Card shall immediately be forfeited upon expiration of that Credit Card.

3. 360° REWARDS SCHEME

- 3.1 A Cardholder will accumulate points by reference to the value of retail purchases ONLY less any reversals of retail purchases, made by the Cardholder using his/her Credit Card during the course of the 360° Rewards Point program period.
- 3.2 A cardholder shall 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, charge for replacement or supplementary cards, payment of premiums for insurance policies or products, or financial penalties of any kind, Corporate/Business expenses, and/or Commercial purpose carried out using the card, card usage for any from of gambling/gaming amongst others. SCB may by notice at any time vary the range of Credit Cards transactions that qualify for points under the 360° Rewards Point program.
- 3.3 360° Rewards Point may not be applicable when and/or where other special spend promotions are offered by the Bank. This will be exclusively communicated.
- 3.4 If required, the Bank reserves the right to request the Cardholder to provide additional documentation or proof of any transaction, if such transaction in the opinion of the Bank falls Outside retail Purchases.
- 3.5 Unless otherwise determined by SCB at any time in accordance with clause 5.5 a Cardholder will accumulate one point for every Rs.100 in qualifying retail purchases charged to his/her Credit Card during a 360° Rewards Point program period. 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 SCB will specify the points accumulated during the statement period together with the accumulated points of the Cardholder. The bank reserves the right to change the ratio of points awarded for given spend value at anytime without prior notice to the Cardholder.
- 3.6 Unless otherwise determined by SCB, each 360° Rewards Point program will run for a specified period and SCB shall determine the duration of each 360° Rewards Point program period in its 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 subject to 3.7 below.
- 3.7 Cardholder may accumulate points and redeem those points from the 360° Rewards Point partner outlets during the same 360° Rewards Point program period. Points that have not been redeemed for 360° Rewards Point at the end of a 360° Rewards Point program period shall be forfeited and may not be carried forward to a subsequent 360° Rewards Point program period at sole discretion of the Bank.

- 3.8 For the purpose of the calculation and redemption of the points for 360° Rewards Point, where a Cardholder owns a primary Credit Card that 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 Point entitlements. In such circumstances, however, only the Primary Cardholder (and not a Supplementary Cardholder) may redeem the accumulated points for 360° Rewards Point. 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 aggregate for any purpose.
- 3.9 Points earned cannot be encashed, sold, transferred or otherwise assigned from one cardholder to any other person(s). No 360° Rewards Point redemption voucher/coupon may be returned or replaced with cash or substituted for another 360° Rewards Point redemption voucher/coupon by a Cardholder.
- 3.10 All 360° Rewards Point program data and records kept by SCB, including information relating to cardholder, the accumulated points of Cardholder, 360° Rewards Point entitlements and 360° Rewards Point partner information shall be final and binding on all Cardholders. No Cardholder shall be entitled to challenge the validity or accuracy of SCB's 360° Rewards Point program data or records for any purpose whatsoever.
- 3.11 On calling the Bank, the Cardholder will be required to provide sufficient information to be identified as the genuine Cardholder and, on verification of identity will be provided with the options of redemption. The Bank reserves the right to add or remove redemption options without notice to Cardholder/Customers.
- 3.12 To start redeeming your Standard Chartered 360° Rewards Points. You need to have accumulated a minimum of 2600 points. For Standard Chartered Visa Platinum Credit Cards you need to accumulate a minimum of 5100 Platinum Reward Points. The bank reserves the right to change the minimum number of points required at any given time. Cardholders will be informed of any change to minimum number of points required 10 days prior to implementation of same.
- 3.13 The 360° Rewards Point program is valid only for a period of 1 year and may be determined by the Bank, any extensions thereafter.
- 3.14 Redemption requests once made and processed will not be cancelled or changed.
- 3.15 All redemption vouchers/coupons acquired from SCB are valid for a period of 30 days from date of issue, and will be redeemable only within this time frame. All redemption vouchers/coupons not redeemed within the validity period will be void and will not be replaced.
- 3.16 Fraud or any such attempts relating to the earning and pooling of 360° Rewards Point or redemption vouchers/coupons may result in forfeiture of the accrued 360° Rewards Points in addition to the card being withheld/cancelled by the Bank.
- 3.17 360° Rewards Points vouchers/coupons will be available and redeemed in 2500 and 5000 Rupee denomination.
- 3.18 A minimum account balance of 100points should be maintained at all times.
- 3.19 Points once redeemed will be deleted/removed from the respective Cardholder's point entitlement record at the time customer requests for the redemption.
- 3.20 In the event a particular transaction is disputed or charged back or reversed for whatever reason, points accrued from such transactions would be reserved by the Bank. Where a particular transaction has been performed and

points redeemed, and subsequently either a dispute/transaction reversal needs to be made, the Bank reserves 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 SCB 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.

- 3.21 In the event a 360° Rewards Point partner rejects a redemption voucher/coupon, the Cardholder shall immediately contact the Bank on 2480480 and report the details of the incident.

4. 360° REWARDS POINT DIRECT MAILER AND PARTNERS

- 4.1 SCB will periodically publish a Direct Mailer during the course of the 360° Rewards Point program. A Cardholder may only redeem 360° Rewards Point from partners that are current at the date of redemption of points by the Cardholder during the course of the same 360° Rewards Point program.
- 4.2 All 360° Rewards Point shall be subject to availability and Cardholder acknowledges that the partners for all 360° Rewards Point shall be limited. Where the partners of any 360° Rewards Point have been exhausted and SCB cannot replace it with similar product/service partner, that partner category shall cease to be available. The Bank reserves the right to add or remove 360° Rewards Point partner establishments throughout the program duration. Cardholders will be advised of these additions or deletions. SCB shall have no obligation or liability to any Cardholder where a 360° Rewards Point partner ceases to be available. Where a Cardholder attempts to redeem 360° Rewards Point from a partner that has ceased to be available, SCB will advise the Cardholder of that fact and the sole entitlement of that Cardholder shall be claim an alternative 360° Rewards Point redemption option for a similar number of points.
- 4.3 The Bank reserves the right to tie up with any other loyalty, rewards or mileage programs at its own discretion.
- 4.4 Cardholder shall direct all inquiries or correspondence in relation to, the 360° Rewards Point program, including redemption of points for 360° Rewards Points redemption vouchers/coupons, to SCB, Cardholder inquiries shall be made by telephone, facsimile, email or letter from time to time.
- 4.5 360° Rewards Point redemption vouchers/coupons will be delivered by mail or courier to the billing address of the Cardholder's Credit Card account and to no other address.
- 4.6 SCB shall have no liability for any loss or damage to 360° Rewards Point vouchers/coupons during the course of delivery. However if a Cardholder receives any 360° Rewards Point voucher/coupon in a damaged condition and the Cardholder returns the damaged 360° Rewards Point voucher/coupon to Card Services, SCB, Colombo within three Business days after the date of receipt of the 360° Rewards Point voucher by the Cardholder then, subject to availability. SCB will endeavor to replace the damaged 360° Rewards Point voucher/coupon.
- 4.7 It is anticipated that the Card Services, SCB Colombo shall require approximately 7 Business Days to process and arrange delivery vouchers/coupons to cardholders. Whilst SCB will endeavor to achieve prompt delivery; SCB have no liability for any delay in processing or delivering 360° Rewards Point vouchers/coupons to cardholders.
- 4.8 360° Rewards Point vouchers/coupons shall be received and used by a Cardholder at that Cardholder's sole risk. SCB shall 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. SCB will not be liable for availability and/or quality for merchant goods/services provided by the 360° Rewards Point partners.

- 4.9 The description of any 360° Rewards Point redemption option in any 360° Rewards Point DM shall be based exclusively on the information provided to SCB by the 360° Rewards Point partner. Cardholders acknowledge that all issues relating to after sale service of 360° Rewards Point redemptions shall be exclusively between the Cardholder and the 360° Rewards Point partner and shall not form a part of the 360° Rewards Point program.
- 4.10 360° Rewards Point item in the form, a ticket or voucher shall, unless SCB otherwise specifies, exclude any reservation fee, accommodation, insurance or other fees. All such additional fees or charges applicable to the use of such a 360° Rewards Point 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 Point redemption.
- 4.11 Where redemption or use of any 360° Rewards Point redemption option is subject to a Cardholder participating in the membership program of the provider of that 360° Rewards Point redemption option. Redemption or use of that 360° Rewards Point 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.

5. MISCELLANEOUS

- 5.1 All taxes or duties or other Government or public utility fees or charges attributable to the redemption or use of any 360° Rewards Point redemption option shall be the exclusive responsibility of the cardholder and SCB shall have no liability of any kind in relation thereto.
- 5.2 SCB shall have no liability whatsoever in relation to any inaccuracy, mistake or mis description contained in any BP DM.
- 5.3 The laws of The Democratic Republic of Sri Lanka govern these conditions.
- 5.4 Notwithstanding any contained elsewhere in these Conditions, SCB may in its sole discretion of any reason whatsoever, at any time vary, modify, suspend or cancel;
- a) The 360° Rewards Point program or any of the Conditions; or
- b) The participation of any individual Cardholder in the 360° Rewards Point program, by notice in writing.
- Any such variation, modification, suspension or cancellation shall take effect from the date specified in such notice and SCB shall have no liability or obligation of any kind to Cardholders or any other persons or any loss or damage suffered as a result thereof.
- 5.5 In performing of the 360° Rewards Point program, SCB shall not be responsible for any delay or non-performance arising as a result of any matter beyond the responsible control of SCB. Matters beyond the reasonable control of SCB shall include, without limitation, any breach, failure or nonperformance by the manufacturer or merchant of any 360° Rewards Point redemption option; industrial disputes (including strikes, lockouts and the like); acts of God (including fire, flood, earthquake, or pestilence); riots, demonstrations or civil disturbances or any kind; damage or destruction to machinery, equipment or records of SCB or any 360° Rewards Point partner; acts of war or sabotage of any kind; any change in the laws, regulations or policies of the Sri Lanka Government / Central Bank or in the interpretation there of; or any other matter impacting on performance of the 360° Rewards Point program by SCB. In such an event, all obligations of SCB pursuant to the Conditions shall be suspended and the Cardholders shall have no entitlement to file any claim or suit against SCB or otherwise hold SCB liable for the consequences thereof. If such an event continues for a continuous period of three months, or more, SCB may immediately terminate the 360° Rewards Point program by notice in writing. Upon termination, SCB shall be released from all obligations under the 360° Rewards Point program and shall have no liability of any kind to Cardholders or other person. The program will be initially valid for 2 years and extension will be at the sole discretion of SCB.

2.0 0% INTEREST INSTALMENT PLAN

The applicable Terms and Conditions are printed on the reverse of the 0% interest installment plan application forms available at all our merchant partner outlets. The terms and conditions of 0% interest installment plan should be read and construed together with the Terms and Conditions herein setout and contained.

3.0 CREDIT EASE

- The Credit Ease offer made by Standard Chartered Bank (The Bank) to selected Credit Cardholders and can be withdrawn or amended at any time at the sole discretion of the Bank.
- The Bank has the sole discretion to accept or reject any Credit Ease application.
- The minimum transaction value for Credit Ease is LKR 10,000.
- The Credit Ease transaction(s) will be debited to the Standard Chartered Credit Card and remitted to the nominated bank by way of a bank draft, subject to Central Bank provisions, by the Bank.
- The Bank will take a maximum 7 working days in order to settle the other banks outstanding from the day of approval.
- Upon approval of the application, the interest charges applicable to the transferred balance will be at 2% per month only on the transferred amount and the balance amount will be charged at the prevailing interest rate.
- 2% would be charged either for a period of 6 months or 12 months from the date of transaction, after which time the normal bank interest charges will apply.
- A handling of Rs. 500 will be charged to your Credit Card account for each Credit Ease transaction. The Bank will not be able for payment of any overdue charges, late payment fees, Finance charges, or any other charges / liabilities of other credit cards mentioned above, due to any payment delays.
- 360° Rewards Points / FlySmiLes will not accrue on the amount of balance transferred from the nominated bank card to the Standard Chartered Credit card.

4.0 SMART CHEQUE

DEFINITION

“SMART CHEQUE” means the payment of goods or services by the Credit Cardholder for which Cardholder utilises the available Credit Limit, requests the bank to draw a pay order/cheque favoring the establishment or individual (for the purpose of paying your house rent only) and repays the transaction.

Total Transaction value of the SMART CHEQUE includes the value to which the cheque is drawn plus Service Charge which is 2% of the value of the cheque.

Terms and Conditions means the Terms and Conditions applicable on Credit Card issued by Standard Chartered Bank (Sri Lanka). SMART CHEQUE Terms and Conditions are in addition to the referred conditions.

4.1. GENERAL

The purpose of SMART CHEQUE is to enable the Cardholder to pay for goods and services by means of a pay order/cheque, using the Credit Limit available on the Card accordance with the Terms and Conditions of Standard Chartered Credit Cards.

4.2. ELIGIBILITY

SMART CHEQUE is offered to the Cardholder subject to the condition that payments against his/her Card are in good standing as per the Terms and Conditions, and the Cardholder has an available Credit Limit on the Card Account. If the Cardholder fulfills the Terms and Conditions he/she may be eligible for availing the SMART CHEQUE facility. SMART CHEQUE will be issued only in local currency. i.e. in Sri Lankan Rupees.

4.3. CONDUCTING SMART CHEQUE TRANSACTIONS

The Cardholder shall pay the total transaction value of the SMART CHEQUE as per a normal Credit Card transaction.

The Bank shall process and authorize 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 as per the rules and regulations adopted by the Bank and the Terms and Conditions. The approved SMART CHEQUE Transaction will appear on the next Statement of Account.

The bank will use reasonable endeavors to process oral instructions received by the bank before 5.00 p.m. from Monday to Friday on the next working day.

The Bank may send under registered post any SMART CHEQUE to the address provided by the Cardholder for the delivery of such SMART CHEQUE. The bank will not be responsible for any loss, or delay caused due to insufficient or incorrect address given by the Cardholder or for reasons outside the bank's control.

4.4. BILLING AND PAYMENTS OF SMART CHEQUE INSTALLMENTS

The Cardholder agrees that the service is provided at the request and risk of the Cardholder's identity on the telephone (by provision of the personal details required by the bank) which will be sufficient authority of the Bank to identify the caller as the Cardholder. The Cardholder accepts the Bank's records and settlement of all transactions processed by the use of telephone instructions as conclusive and binding for all purposes. The cardholder agrees that the Bank's records of the transactions processed through the service shall be final and binding and that the Cardholder shall not dispute the validity of the transactions made using the service. The Cardholder hereby consents to the recording of telephone calls by the Bank and accepts that such recordings may be used by the Bank as evidence in a court of laws of any legal proceedings.

The cardholder agrees that the Bank is at the liberty to issue SMART CHEQUE requested by him/her at the risk of the Cardholder. Based on the Bank's acceptance of the SMART CHEQUE instructions, the SMART CHEQUE shall be billed to the Cardholder starting from the next Statement of Account after the date of purchase as per a normal credit card transaction. The Bank may, from time to time, as it deems fit in its absolute discretion, revise the service charge applicable to SMART CHEQUE. 360° Rewards Points are earned on the SMART CHEQUE Transaction amount.

4.5. PRODUCT LIABILITY

The Bank shall not be liable for any damage or loss incurred by the Cardholder arising out of the purchase, installation, use or otherwise of the good(s) and/or service(s) under SMART CHEQUE on the part of the Bank nor shall the Bank be responsible in any way for the quality of the good(s) and/or service(s) purchased under SMART CHEQUE or otherwise. Any complaint as to the quality of purchased or services rendered through SMART CHEQUE shall be referred directly by the Cardholder to the supplier or merchant and shall not affect Cardholder's obligation to continue paying the transaction value of the SMART CHEQUE to the Bank.

4.6. MODIFICATIONS, AMENDMENTS AND CANCELLATION

The Bank is entitled at any time and without any prior notice or liability to the Cardholder in any manner whatsoever to terminate SMART CHEQUE or cancel or vary its benefits or features, or vary, or add or delete any of the SMART CHEQUE Terms and Conditions. The Bank is also entitled to determine the minimum transaction amount allowed under SMART CHEQUE for each Cheque. The Bank reserves the right to disqualify any Cardholder from further participation, if in its judgment, the Cardholder has in any way

violated the SMART CHEQUE Terms and Conditions and/or the terms and Conditions and/or any reason that the Bank deems fit without assigning any reason whatsoever. The Bank shall be entitled to disallow / refuse any application / instructions submitted by the Cardholder under SMART CHEQUE without assigning any reason whatsoever.

4.7. INDEMNITY

The Bank shall not be liable if it is unable to perform its obligations under SMART CHEQUE Terms and Conditions, due directly or indirectly to the failure of any machinery or communication system, industrial dispute, war or act of God, or anything outside the control of the Bank.

These SMART CHEQUE Terms and Conditions herein shall be without prejudice to the Terms and Conditions governing the issue of and use of the Card and shall be applicable to SMART CHEQUE Transaction. If at any time, dispute arises in connection with the SMART CHEQUE or SMART CHEQUE Terms and Conditions, the Bank's decision in connection with the same shall be final and binding.

5.0 INTERNET BANKING

In consideration of the Bank pursuant to the request to make available its Internet Banking Facilities the cardholder is bound by the following terms & conditions

- 1) To restrict the use of Internet Banking facility exclusively to the credit cardholder.
- 2) At no time and under no circumstances to disclose to any person the user to/Password/Personal Identity No. (PIN) required for use of Internet Banking facility and to treat such as strictly confidential.
- 3) To report to the Bank immediately upon becoming aware that the user ID/Password /PIN has fallen into hands of any unauthorized party.
- 4) To accept full responsibility for all transactions processed from the use of the Internet Banking facility.
- 5) To accept Bank's record of transactions as conclusive and binding for all purposes.
- 6) That the Bank has the authority to revoke the Cardholders right to give instructions to the Bank at its sole discretion, without prior notice.
- 7) That the Bank is not bound to carryout the instructions given by the Cardholder, if the Bank at its sole discretion believes that such instructions do not emanate from the Cardholder.
- 8) Not to hold the Bank liable, responsible or accountable in anyway whatsoever for any loss or damage whatsoever arising by any malfunctions or failure of the Internet Banking facility or on the failure or delay of the bank to act on instructions given via this medium.
- 9) Notwithstanding to and without prejudice to the generally of provision of (8) above the use of Internet Banking facility shall be at my/our sole risk and also accept any and all risk, incidental to or arising out of the use of Internet Banking Facility.
- 10) That the Bank shall be at its liberty terminate the facility at any time without notice to the Cardholder by canceling the facility.

6.0 SMS BANKING

1.0 Definitions

When used in these Terms and Conditions, the following terms shall have the following meanings:

"Bank" means Standard Chartered Bank a banking corporation incorporated in England by Royal Charter and having its registered office at No.1, Aldermanbury Square, London EC2V 7SB, London, England and carrying on business at its Branch Office at 37, York Street, Colombo 1 Sri Lanka or any of its branches in Sri Lanka with which the Customer's Account is maintained;
"SMS" means short messaging service / text

“Account(s)” mean/s any type of account/s including joint account/s maintained with the Bank

“Customer” means any person who holds an Account with the Bank;

“Facility” means the SMS Banking facility granted by the Bank to the holder(s) of Standard Chartered Bank VISA/MasterCard and/or Account(s) and/or any other person /customer who utilises products and/or services as may be made available and included on mobile phone by the Bank from time to time.

“MSP” means any mobile service provider through whom the Customer or the Bank receives the mobile services as notified by the Bank.

“Service Provider (s)” definition includes but is not limited to MSPs, organizations or individuals whose services the Bank uses in relation to

- 1.1 The Customer must keep their SMS banking Personal Identification Number (PIN) secret at all times. The Customer shall be solely responsible for the consequences in case the customer fails to adhere to the above and / or in case of any unauthorized use of his/her SMS banking PIN.
- 1.2 The Customer must keep the SIM card and his/her Mobile phone in secure / safe custody at all times. The Customer shall be solely responsible for the consequences in case the customer fails to adhere to the above and / or in case of any unauthorised use of his/her mobile phone or SIM card.
- 1.3 By agreeing to the Terms and Conditions mentioned herein, the Customer accepts the option to use the enhanced, as and when they are made available by the Bank, which may include but not be limited to; transferring of funds, making bill payments, transferring from one currency to another. Upon the Bank offering the enhanced options, the Customer shall be advised of the fees charged if any for the various enhanced options made available. Such Alerts shall be charged on a per transaction basis or otherwise as determined by the Bank.

‘SAFETY NET’ Credit Shield for credit card customers

ISSUED AND UNDERWRITTEN BY:

Allianz Insurance Lanka Ltd, No. 42, Glennie Street, Colombo 02 - Sri Lanka

Table of Benefits:	
Type of incident	<ul style="list-style-type: none"> • 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: <ol style="list-style-type: none"> a) Two limbs b) Both hands c) Arm above the elbow d) Leg above the knee
Cover	100% of the credit outstanding up to an aggregate maximum of LKR 2,000,000 per credit cardholder

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 there from
- h. Directly or indirectly result from or is related to
 - 1. Infection by which include zero-positivity to any Human Immunodeficiency virus (HIV) or acquired.
 - 2. 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 traveling 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 this 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)

‘SMART WALLET’

Table of benefits

Note: This product is issued and underwritten by ‘CHARTIS Insurance’.

LOSS TYPE	COVER FOR DEBIT / CREDIT CARD
Cash Loss	Up to LKR 5,000
Credit / Debit Card Fraud	Up to LKR 500,000 or claim loss, whichever is lower
Passport	LKR 7,500
Driving License	LKR 2,500
National Identity Card	LKR 1,000
Keys and SIMs	Up to LKR 7,500
ATM Cash Cover	Local and overseas up to LKR 40,000
Accident Medical Cover *	Up to LKR 15,000

* Resulting from injury sustained at an ATM during hold up.

Terms and Conditions

1. 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.
2. 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.
3. 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.
4. Cardholder is required to give notice of a claim to the Bank as soon as reasonably possible but in any event within first 48 hours of any loss likely to give rise to a claim.
5. Claims will only be entertained, if the Card Holder has paid the premiums for the month the claim is made.
6. This insurance shall continue until the expiry of the Master Policy between Standard Chartered bank and CHARTIS Insurance. Continuation of this insurance will be at discretion of these two entities.

Exclusions

1. Loss of wallet within the confines of Card Holder's home
2. This policy shall not cover loss / injury directly caused by Riot, Strike and Terrorism.
3. Infidelity of the Card Holder.

2.0 Addition and Withdrawal or Termination of Facility

- 2.1 The Bank reserves the right to introduce additional services with or without any notice to the customer. The Bank reserves the right to send messages to the registered Mobile phones.

The Gazette of the Democratic Socialist Republic of Sri Lanka

EXTRAORDINARY

NO.1411/5-Monday, September 19, 2005

PART 1: SECTION (1) – GENERAL

Central Bank of Sri Lanka Notices

NOTICE UNDER EXCHANGE CONTROL ACT (CHAPTER 423 OF THE CLE)

Permission in terms of Section 7 and Section 8 of the
Exchange Control Act
(Chapter 423 of the CLE)

1. Permission is hereby granted for the purpose of Section 7 and 8 of the Exchange Control Act (Chapter 423 of the CLE) for a person in or resident in Sri Lanka to make payments in foreign exchange to a person resident outside Sri Lanka on his Electronic Fund Transfer Card (EFTC) subject to the following Terms and Conditions.
2. (a) A payment on an EFTC to a person or an entity resident outside Sri Lanka may be made only for the following purposes
- (i) Payment to be made abroad by a Cardholder for services of a personal nature including travel, accommodation, medical, living and educational expenses.
 - (ii) Payment for the purchase of goods abroad for personal use.
 - (iii) Payment for import of goods into Sri Lanka for personal use subject to a limit of US\$ 3,000 (c. i. f) or its equivalent in any other foreign currency per consignment.
 - (iv) Payment of registration fees, examination fees and annual subscription fees of a personal nature payable to a foreign professional body or academic institution.
 - (v) Payment to be made in respect of insurance premium only for travel and health insurance of personal nature.
- (b) Any payment in foreign currency on an EFTC for any transaction which falls outside the purview of paragraph 2(a) shall require the prior written permission of the Controller of Exchange, unless such payment is in respect of a permitted transaction made out of the funds lying to the credit of a Non Resident Foreign Currency Account (NRFC), a Resident Foreign Currency Account (RFC), a Resident Non National Foreign Currency Account (RNNFC) or an Off Shore account in an Off Shore Banking Unit of licensed commercial bank.
3. For the purpose of this Gazette notification, unless the context otherwise requires; 'Electronic Funds Transfer Cards (EFTC)' means a card or 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.
- And
'Personal Use' means for the use of the holder of the Card his spouse and children and parents and does not include use for any commercial purpose.
Controller of Exchange

		Gold	Platinum Privilege	Platinum
Interest rate(Retail and Cash Advances)		2% p.m. (24% p.a)	2% p.m. (24% p.a)	2% p.m. (24% p.a)
Interest free period		48 days	48 days	48 days
Minimum amount due		5% or 500/-	5% or 500/-	5% or 500/-
Payment due date from statement date		18 days	18 days	18 days
Cash advance % on credit limit (maximum)		50%	50%	50%
Annual fee	Primary Card	2500/-	3500/-	6500/-
	Supplementary Card	1000/-	2000/-	3500/- 2500/-(subsequent yr)
	Visa Mini Card	1000/-	1500/-	-
Joining fee	Primary Card	500/-	1500/-	2500/-
	Supplementary Card	500/-	500/-	500/-
Cash advance fee		850/-	850/-	850/-
Late payment fee		850/-	850/-	850/-
Over limit fee		850/-	850/-	850/-
Limit enhancement fee	Temporary	500/-	500/-	Free of charge
	Permanent	500/-	500/-	Free of charge
Credit Card Payment Settlement at Commercial Bank, Arpico Super Centres & Super Stores, Keells Super, & Lanka Bell outlets		0.75% of transaction value or min.10/-		
Returned Cheque fee	Technical	100/-	100/-	250/-
	Lack of Funds	500/-	500/-	750/-
Annual fee for upgrades (E.g. Gold card to Platinum card) & product changes (Visa Gold card to Master Gold card)		Pro-rated annual fee will be charged for the remaining period, for the new card		
Card replacement fee		500/-	500/-	500/-
Charge on foreign exchange conversions		1% -Visa or MasterCard (of the transaction value)		
Copy of Sales Voucher fee	Local (upto max.3months)	300/-	300/-	300/-
	International	500/-	500/-	500/-
Stamp Duty fee		10/- for every 1000/- spent (Government levy)		
Fees applicable for services which require enrollment :				
Safety Net		0.25%	0.25%	0.25%
Smart Wallet		99/-	99/-	99/-
Processing Fees:				
Credit Ease		500/-	500/-	500/-
Loan on Card		Processing fee of 2% on transaction value and interest rate of 1%-1.5% per month		

		FlySmiLes Gold
Annual Fee	Primary Card	5000/-
	Supplementary Card	3000/-
Joining Fee	Primary Card	2000/-
	Supplementary Card	1000/-

Information on Finance Charging Mechanism

Finance charges (interest) will apply if full payment is not received on the due date

Finance charges (interest) will also apply even if part / minimum payment is made on / before or after the due date.

Finance charges (interest) will apply if full payment is made after the due date.

Finance charges (interest) for part / minimum 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.

For full payments made after the due date, finance charges (interest) will be calculated on the outstanding balance from the statement date until payment receipt date. Where there have been no payments, finance charges (interest) will be calculated on the outstanding balance from the last statement date until the new statement date.

Cash advances will accrue finance charges (interest) from the transaction date until paid in full.

No finance charges (interest) will be levied (except on cash advances) if full payment is made on or before the due date.

Please note:

- The Bank reserves the right to change any or all of the above fees, at its sole discretion by giving a 10 day period notice to the Cardholder
- No refund of annual fees will be made if the card is terminated or not accepted.
- Additional expenses, such as legal fees, credit transfers, cheque issuance and overseas charges (eg. courier, fax, postage etc.) will be levied where incurred.
- Government charges will be applicable as per prevailing regulations.
- Charges for services not indicated in this guide are available on request.
- Other terms & conditions apply. please refer Cardholder agreement.

For any enquiries please call our Customer Care hot line 2480 480, any time.

E-mail: Card.CB@sc.com