

Welcome to Your Home of Credit Cards!

Never has so much been packed into one credit card. You will discover that your credit card from HNB comes loaded with privileges, power and convenience that you never knew even existed.....

Come let us ease your worries.

- ❖ Free overseas medical, accident & travel insurance.
- ❖ Surgical & Hospitalization Insurance cover at discounted premium.
- ❖ FREE personal accident insurance cover (Starting from Rs. 50,000/=)
- ❖ FREE SMS alert.
- ❖ FREE supplementary cards
- ❖ PICTURE Cards and PHOTO cards
- ❖ 24 hour customer services (Hotline :- 4523523)
- ❖ Multiple billing cycles ( Choice 09<sup>th</sup>, 19<sup>th</sup>, 24<sup>th</sup>, and month end)
- ❖ Payment options varying from 5% to 100% including free monthly standing instructions from your HNB Accounts (Subject to the Minimum Payment).
- ❖ Payments by cash or cheque at any of our Customer Service Centres.
- ❖ Credit Card Repayment Guarantee at discounted premium
- ❖ Minimum interest free period of 25 days and maximum of 55 days.
- ❖ Instant cash – upto 50% of your credit limit
- ❖ Replacement card within 1 working day.
- ❖ Zero % interest.
- ❖ Best ever discount at various hotels, restaurants and merchant outlets islandwide.
- ❖ Loyalty programmes.

### Our Charges and Fees

	Joining Fee (Rs.)	Annual Fee (Rs.)
International Classic/Regular Limits below Rs. 50,000- Limits of Rs. 50,000- and above	500- -	1,000- 1,000-
International Gold	-	1,500-
International Platinum	-	3,000-
Local Gold (MasterCard only)	-	1,000-
International Affinity Cards (Minimum)	-	1,000-

Cash Advance Fee 3%  
 Fuel Surcharge 2%  
 Late Payment Fee Minimum Rs. 750-  
 Over Limit Fee Minimum Rs. 500-

**THIS APPLICATION FORM AND THE CREDIT CARD AGREEMENT AND CONDITIONS OF USE ARE AVAILABLE IN SINHALA AND TAMIL ON REQUEST**

I would like to request a Visa  Master Card

For Affinity/Co-Branded, please state product ..... Membership No. ....  
(For Affinity only)

Please complete this application form in **BLOCK CAPITALS**. Insufficient information may cause delays in processing. All information is subject to verification before a card is issued.

Your preferred payment due date  4<sup>th</sup>  13<sup>th</sup>  19<sup>th</sup>  25<sup>th</sup>

(Payment due date would be 25 days from your statement date and the date may vary subject to holidays).

**Tell Us About Yourself**

MR./ MRS. / MISS. / REV./ DR./ OTHER.....

Sex :  M  F Marital Statue :  Single  Married  Widowed  Divorced

Last Name :.....

First Name :.....

Middle Name :.....

Name to appear on card (Max. 18 characters including title and spaces)

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Mother's Maiden Name :.....  
(For security reasons)

Nationality:..... Date of Birth     
DD MM Y Y Y Y

Resident  Non Resident

NIC (MANDATORY):.....  
(Please attach photocopy)

Bills / Correspondence to be sent to :  To my office  To my home  
 To my office  To my home

Home Address .....  
.....  
.....

Residence :  Your Own  Rented  Parents  Mortgaged

Monthly Rental / Loan Instalment ..... Period at above Address (yrs):.....

Home Tel:..... Mobile Tel:.....

E-mail:..... No. of dependents:.....

Your professional qualifications:.....

Special Achievements (in sports etc. / public office etc.)

Name of a relative not living with you:.....

His or Her Address :.....

Relationship:..... Contact Tel. No. Office:.....

Res:..... Mobile:.....

### Employment Status

Govt. / Public Sector  Private Sector

Self – employed  Retired

Name and Address of Business or Employer

.....  
.....  
.....  
.....

Business Tel.....(Ext.....) Fax..... E-mail .....

Nature of Business of the Company:.....

Your Position / Designation: .....

How long have you been in the above company?

Years  Months

Name/s of previous employer/s	Duration	Tel No
1. ....	.....	.....
2. ....	.....	.....
3. ....	.....	.....

**Your Income:**

Your annual salary or annual income from self employment Rs.....  
 (Please attach recent Salary Slips or other Proof of Your Income)

Other income (Annual)

Source :..... Rs.....

Annual income of your Spouse (if married)

Source:..... Rs.....

**Your Assets**

Land/ Bldg	Value (Rs.)	Vehicle Type & No.	Value (Rs.)	Deposits/ Shares	Value (Rs.)

Others (Specify):.....

Your HNB Share line Number (if applicable): .....

**Financial Relationship**

Bank/ Branch	Type	Account Number
.....	.....	.....
.....	.....	.....
.....	.....	.....
.....	.....	.....

**Your Financial Liabilities**

Bank/Finance Co.	Monthly Payment	Balance Payable
1.....	.....	.....
2.....	.....	.....
3.....	.....	.....
4.....	.....	.....

Other Credit Cards

Credit Limit

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**Very Important**

To expedite processing, kindly attach the following documents to substantiate the information given regarding your income.

- 1. The original or certified copies of the latest pay slips issued by your employer (last 03 months)
- 2. If self employed.
  - Copy of Business Registration Certificate & Bank Statements for the past six months.
  - Duly audited and certified Financial Statements of the Company for the past two years.
  - Copies of Income Tax Returns or other evidence of income.

I am fully aware that falsifying above information will cause my application to be rejected and if such is discovered after the Credit Card has been issued, my Card will be liable for cancellation according to the terms of the Credit Card Agreement given overleaf, which I have read, understood and I am bound by.

**Supplementary Applicant**

Additional Cards (Supplementary Cards) are issued to immediate family members of the Applicant indicated at the beginning of this Form (i.e. the Principal Applicant). The Supplementary Cardholder is also bound by the Credit Card Agreement which the Principal Applicant enters into as detailed overleaf.

MR/MRS/MISS/REV/DR/OTHER.....

Sex :  M  F  Marital Status :  Single  Married  Widowed  Divorced

Suppl. Applicant's Name in Full :  
.....

Name to appear on card (Max. 18 characters including title and spaces)

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Relationship to Principal Applicant:.....

Home Address:.....

Nationality:..... Date of Birth 

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DD MM YYYY

NIC(Mandatory):..... (Attach Photocopy)

Home Tel. ....

Mobile .....

E- mail .....

Office Tel .....

Name and Address of Business or Employer

.....  
.....

Designation .....

Duration of employment                        Years      Months

Annual Salary of Supplementary Applicant.

Attach original of latest pay slip issued by the employer. If self –employed furnish documents specified for principal applicant.

**Optional Insurance**

❖ Credit Card Repayment Guarantee at discounted premium

    Please send me more information and a proposal form                     

❖ Surgical & Hospitalization Insurance cover at discounted premium.

    Please send me more information and a proposal form                     

**SMS Alert -Provided free of charge (Strongly Recommend)**

SMS Alert : A cardholder receives a free SMS every time a transaction is carried out, indicating the place, amount, date and time of transaction together with the amount available after the transaction. Applicant is strongly recommended to avail this facility in order to be alerted in respect of fraudulent activities and misuse of the Card in the event of theft or misplacement of the Card. By not availing this facility, the Cardholder bears the risk in the event of the Card is stolen or misplaced. However, if the Cardholder fails to receive the SMS Alert due to any reason beyond the control of the Bank, the Bank shall not be liable for loss or damage suffered by the Cardholder due to non receipt of the alert.

Yes, I require the service   

No, I do not require the service   

Mobile No. for SMS Alerts   

I have no objection to promotional SMS is being sent to me.

**SMS Banking & e Banking**

Do you already have HNB e Banking facility?  Yes  No

If so, please state your Web Account No

(Do not disclose Username & Password, here)

If not, do you wish to have SMS Banking or e- Banking for your Credit Card?  Yes  No

**Standing Order Instructions**

I would like to settle my Card Balance from my HNB Account.  Yes  No

If yes, settle .....% per month (minimum 5% to 100%) -subject to the Minimum Payment

Account Number ..... Branch.....

**For Bank use only** - Standing order instructions verified, please comply

.....  
Branch Confirmation

**Your PIN**

For security reasons, the Personal Identification Number/s (PIN/s) will be dispatched via mail to the billing address only

**CREDIT CARD AGREEMENT BETWEEN  
CREDIT CARDHOLDER AND HATTON NATIONAL BANK PLC (PQ 82)**

**1. DEFINITIONS**

In these conditions where the contract so requires or admits **'this Agreement'** means the Agreement between the Bank and the Cardholder, the terms of which are these conditions as varied from time to time. **'Card'** means all Credit Cards issued by Hatton National Bank PLC. issued to Principal Cardholder and Supplementary Cardholders. **'Principal Cardholder'** means the Cardholder in whose name a Card Account is maintained and his/her heirs, Assigns Executors or Administrators. **'Supplementary Cardholder'** means a Cardholder who is a nominee of the Principal Cardholder who is permitted to effect card transactions in view of such nomination and includes his/her heirs, Assigns Executors or Administrators. **'The Bank'** means Hatton National Bank PLC., its assignee and successors. **'Card Account'** means an account maintained by the Bank in relation to card transactions and maintained at the Card Centre. **'Card Centre'** means the Main office of the Credit card Department of Hatton National Bank PLC. and maintained at its Head Office, 479, T.B.Jayah Mawatha, Colombo 10 or any other place as notified and published in the Website.

**‘Cardholder’** means any person for whose use a card is issued by the Bank in terms of this Agreement and includes the Principal Cardholder and Supplementary Cardholders and includes his/her heirs, Assigns Executors or Administrators. **‘Card Transactions’** means any payment to any merchant for the supply of goods or services or cash advances obtained by the use of the card number or in any manner authorized by the Cardholder for debit to the Card Account. **‘Immediate Family Member’** means the spouse of the Cardholder, dependent children who are over 18 years or a parent of the Cardholder. **‘Merchant’** means a person or organization who is acknowledged by the Bank to sell goods or services on the acceptance of the Card. **‘Card Limit’** means the maximum aggregate debit amount permitted on the Card Account as determined and notified to the Principal Cardholder by the Bank from time to time. **‘PIN’** means the Personal Identification Number which is a secret number, confidentially issued to the Cardholder. **‘Payment Due Date’** means the date by which the Cardholder must make payment to the Bank for all or minimum amounts due from him for using the Card and shall be a specified date of each month selected by the Bank at its discretion and notified to the Principal Cardholder and published in the Website. **‘HNB ATM’** means HNB Automated Teller Machine. **‘Website’** means www.hnb.net (or such other website maintained by the bank from time to time and notified to the Cardholder) which shall be the official website wherein all general notifications pertaining to the Card shall be published.

## 2. USE OF THE CARD

- 2.1 The Card must be signed by the Cardholder immediately on receipt and may only be used,
- i. By the Cardholder for lawful purposes.
  - ii. Subject to the terms of this Agreement current at the time of use.
  - iii. Within the Card Limit (any excess over the Card Limit being immediately repayable to the Bank and in calculating whether the credit limit has been exceeded. The Bank shall take into account the amount of any Card Transaction not yet debited to the Card Account and to any authorization given by the Bank to a third party in respect of a prospective Card Transaction).
  - iv. During the validity period embossed on the Card.
  - v. In the event if use of the Card necessities Electronic Fund Transfer (EFT) in foreign currency, the same will be subject to the Regulations of the Exchange Control Department and will be for the purposes authorized by the exchange control Department, only.
  - vi. The cardholder shall not use the Credit Card to purchase of any land or any property, pay monthly instalments to purchase any land or any property or any capital account transaction specified in the Exchange Control Regulations Act, Directions or Guidance.

### **3. THE CARD ACCOUNT**

- 3.1 The Bank may debit the Card Account with the amounts of all Card Transactions, any other liabilities of the Cardholder inclusive of any legal fee and all other administrative costs incurred by the Bank and any loss incurred by the Bank, arising from the use of the Card.
- 3.2 The Cardholder will be liable to pay to the Bank all amounts so debited whether or not a sale or cash advance voucher is signed by the Cardholder.
- 3.3 The Bank will send a monthly Statement of Accounts to the Principal Cardholder, to the address given in the Application or to any other address duly notified in writing to the Card Centre at least fourteen (14) days before the payment due date.
- 3.4 The Cardholder shall pay at least the Minimum Payment on or before the Payment Due Date. The Minimum Payment would be 5% of the total outstanding amount shown in the Cardholder's monthly statement or the stipulated minimum amount as per the statement. Where, the total outstanding as at the Statement date exceeds the Credit Limit, the minimum payment would be the sum of the excess amount over the Credit Limit plus 5% of the outstanding balance.
- 3.5 All amounts due under this Agreement will be immediately payable in full on the commission of an act of bankruptcy by or upon the death of, the Principal Cardholder or, at the Bank's discretion if there is any breach of this Agreement by the Cardholder.
- 3.6 Any payment made to the Bank will only take effect when received and credited to the Card Account.

### **4. FEES AND CHARGES**

- 4.1 The Cardholder agrees to pay the Bank's Joining and Annual Fee for the Card(s). Such Fees will be debited to the Card Account when due and will not be refunded, unless the Cardholder has given one month prior notice before the expiry date given in the Credit Card.
- 4.2 Interest will be charged on Card Transactions for the period commencing from the date of posting the transaction on the Card Account, until the date of payment in full calculated on the average daily balance over the said period at an annualized rate to be determined by the Bank at its discretion from time to time and which annualized rate is notified to the Principal Cardholder by publication in the Website. The said method of calculation of interest and the rate of interest shall be applicable to both purchases made and cash advances obtained by using the Card. The interest so charged shall be debited to the Card Account on the Statement date. For the convenience of the Cardholder, the Website shall contain illustrations of the method of charging interest on outstanding sums set out herein.

- 4.3 If the Cardholder fails to pay the Bank the total outstanding by the Payment Due Date, the outstanding balance on the Statement Date will be charged an interest calculated on the average daily balance over the billing period at an annualized rate to be determined by the Bank at its discretion from time to time and which annualized rate is notified to the Principal Cardholder and published in the Website. The said method of calculation of interest and the rate of interest shall be applicable to both purchases made and cash advances obtained by using the Card. The interest so charged shall be debited to the Card Account on the Statement date. For the convenience of the Cardholder, the Website shall contain illustrations of the method of charging interest on outstanding sums set out herein.
- 4.4 Without prejudice to the payment of the interest charge referred to, if the Cardholder fails to pay the Minimum Amount due by the payment due date, a Late Payment Fee will be charged on the total outstanding balance on the Statement date at a rate to be determined by the Bank from time to time and notified to the Principal Cardholder and published in the Website.
- 4.5 The Bank shall charge the Cardholder and debit the Card Account a handling fee at a rate to be determined by the Bank and notified to the Principal Cardholder and published in the Website if any cheque or other payment order issued or presented by the Cardholder or any other party to the Bank is not honoured for payment for any reason whatsoever. This charge will be in addition to any postage charges that may be charged by the Bank.
- 4.6 A Cash Advance Fee will be charged on all cash advances debited to the Card Account at a rate to be determined by the Bank and notified to the Principal Cardholder and published in the Website. All payments made by the Card for Traveller's Cheques, Drafts and Telegraphic Transfers shall also be treated as Cash Advances and are subject to the above charge.
- 4.7 An Over Limit Fee shall be charged if the assigned Card Limit is exceeded at any point in the billing period. The Over Limit Fee shall be determined by the Bank from time to time at its discretion and shall be notified to the Principal Cardholder and published in the Website. For this purpose the amount of any bank charges will also be considered when applying the over limit fee.
- 4.8 All purchases of Petrol, Diesel, Gas and other supplies available from Filling Stations in Sri Lanka, are subject to a handling fee at a rate to be determined by the Bank and notified to the Principal Cardholder and published in the Website.
- 4.9 All Card Transactions which are executed without physically presenting the Card for payment are subject to a handling fee at a rate to be determined by the Bank and notified to the Principal Cardholder and published in the Website.
- 4.10 A fee for the retrieval of photocopy of a sales draft will be debited to the Card Account at a rate, to be determined by the Bank and notified to the Principal Cardholder and published in the Website.

- 4.11 Stamp Duty as currently applicable or any other Statutory Charge or Levy will be charged to the Card Account for each and every transaction under with the Card including Cards issued to Supplementary Cardholders or any other method as stipulated by such Statute or Regulations or Rules.
- 4.12 A replacement Credit Card fee will be debited to the Card Account at a rate to be determined by the Bank and notified to the Principal Cardholder and published in the Website, in the event of such replacement becoming necessary for any reason whatsoever.

## 5. **SUPPLEMENTARY CARD**

- 5.1 The Bank may at the request of the Principal Cardholder issue a Supplementary Card to the Principal Cardholder's immediate family members provided that the Supplementary Cardholder and the use of the Supplementary Card shall be bound and governed by the same terms and conditions contained in this Agreement where applicable. Card Transactions and Cash withdrawal made by the Supplementary Cardholder are debited to the Card Account and shown in the Monthly Statement of Accounts sent to the Principal Cardholder and no separate Statement of Accounts will be given to the Supplementary Cardholder.
- 5.2 The Principal Cardholder and the Supplementary Cardholder shall be jointly and/or severally liable to the Bank for any charges incurred by the use of the Supplementary Card. The Principal Cardholder shall be liable for the full outstanding sum shown in the Card Account as the Principal Debtor, even though full sum or part of which may have been incurred by the Supplementary Cardholder and the liability of the Principal Cardholder shall continue as long as the sum payable to the Bank remains outstanding notwithstanding cessation of relationship between the Principal Cardholder and the Supplementary cardholder.
- 5.3. Once the Supplementary Card is issued, it will be in force until same is cancelled by written notice to the Card Centre by the Principal Cardholder or the Supplementary cardholder.
- 5.4 Upon termination of this Agreement and use of the Principal Card, the use of all Supplementary Card/s shall also be terminated and the Supplementary Card/s shall be returned immediately to the Bank.

## 6. **BILLING AND PAYMENT**

- 6.1 The Bank will send a Statement of Accounts monthly at the end of the billing period to the Principal Cardholder (on a specified date of each month selected by the Bank at its discretion) for the purpose of calculating interest and establishing the date on which payment is due. The Monthly Statement of Accounts shall contain details of Card transactions made by the Principal and/or the Supplementary Cardholder during the billing period, brought forward outstanding amount from the previous Statement, any payment received by the Card Centre during the billing period, the total amount outstanding on the Card Account (the Total Outstanding) at the end of the billing period, the minimum payment due from the Cardholder out of total outstanding and the Payment Due Date.

- 6.2 In the event, the Principal Cardholder fails to receive the Monthly Statement, it shall be the duty of the Principal Cardholder to inform the Card Centre of the Bank within 10 days of the end of the Billing period that he has not received the Monthly Statement of Account.
- 6.3 Cardholder who is a customer of the Bank shall activate his/her e-banking/virtual banking facility to enable him to check the Card Transactions, Account Status and to make Bill Settlement/Payments.
- 6.4 Non receipt of Monthly Statement of Accounts does not absolve the Cardholder from his/her liability to make payment due to the Bank on the Due Date.
- 6.5 Payment made by the Cardholder to the Bank in respect of the Card Account will be applied by the Bank when it is received by the Card Centre in or towards payment of the Cardholder's liabilities to the Bank, under these terms and conditions in such order as the Bank may decide.
- 6.6 Cardholder who maintains a current or saving account with any branch of the Bank, may issue a direct debit standing instruction on such Account, to settle the amount specified by such transaction on or before the Payment Due Date. Any amendments and cancelling to any such standing instruction should reach the Card Centre at least two weeks before the next Payment Due Date.
- 6.7 The Cardholder shall examine each Statement of Account issued in respect of the Card Account and shall notify the Bank's Card Centre of any alleged error therein within 14 days from the Statement Date. In the event the Cardholder fails or neglects to notify the Bank of such alleged error within the said period of 14 days, the Statement of Account and all entries therein shall be binding on the Cardholder and shall be deemed conclusive proof of the contents thereof and the Cardholder shall not dispute the contents of the said Statement of Account, thereafter. All statements of account will be sent by ordinary post to the latest address provided to the Bank by the Principal Cardholder in writing and shall be deemed to have been received within 48 hours of posting. Any complaint pertaining to the Card Account may be communicated to the Card Centre by the Cardholder by telephone on 011 4523523 or on any other number designated by the Bank from time to time and published in the Website.
- 6.8 The Cardholder shall accept as final and conclusive as between him/her and the Bank, the respective rates of exchange or re-exchange determined or applied in any case of conversion of foreign currencies into Sri Lankan Rupees or re-conversion of Sri Lanka Rupees to foreign currencies or vice versa as the case may be depending on the currency of payment and the currency of account, and on the basis that the ultimate liability of the Cardholder to the Bank will be in Sri Lanka Rupees.
- 6.9 All the conversions and re – conversions shall be without any loss in exchange to the Bank and the Cardholder hereby undertakes to indemnify the Bank against all such losses in exchange. Loss in exchange shall mean the loss suffered by the Bank or its agent or correspondents by reason of any fluctuations in the parities of the currencies or devaluation of any currency/ies involved.

- 6.10 The Cardholder hereby agrees that upon the death of the Cardholder, the Executors or Administrators or Legal Representatives or the next of kin who have adiated the inheritance of the Cardholder, shall be liable to settle and repay all monies due, payable and outstanding on the Card Account.

**7. STATEMENT OF ACCOUNTS**

- 7.1 The Cardholder hereby agrees that the Bank shall be entitled to treat any sales draft and/or other charge bearing the imprint or other reproduction of embossed information contained on the Card and duly completed and any invoice/print out made from electronic Point of Sale Machine as conclusive proof against the Cardholder of the fact that the amounts set out therein are due from the Cardholder to the Bank.

- 7.2 The Cardholder hereby agrees that any Statement of Account, writing or other document showing Card transactions, charges and statutory payments and Cash withdrawals effected by means of the Teller Machine and made out of the books, computer records or documents and memory storage of the Bank and signed and certified by Manager of the Card Centre of the Bank or by any other person who may be specifically appointed for that purpose by the Bank shall be and shall be deemed sufficient in law and conclusive proof against the Cardholder of the contents thereof without any other documents or vouchers to support the same and the same shall further be deemed to be conclusive proof against him and shall be admissible as evidence in a Court of law and shall further be deemed to be conclusive proof against the Cardholder that the amounts set out therein as due and owing from the Cardholder to the Bank

- 7.3 The Cardholder hereby agrees that the Cardholders would accept that information contained in any Statement of Account, extract, writing or other document referred to in sub-paragraph (ii) above showing the Card transactions effected by Point of Sale Machines and Online Transactions and the Cash Withdrawals effected by means of the Teller Machine, as electronic transaction within the meaning of the provisions of the Electronic Transactions Act No. 19 of 2006.

**8. USE OF ATM MACHINES AND PIN**

- 8.1 Where an Automate Teller Machine facility has been incorporated in the Card so that it may be used to withdraw cash by electronic means, the use of such facility shall be subject to the Bank's and Visa/Master Card International Agreement governing the use of the Card in electronic machines and provisions of the Exchange Control Act.

**9. SAFEGUARDING THE CARD AND PIN.**

- 9.1 The Cardholder shall exercise all possible care to ensure the safety of the Card and shall prevent the PIN becoming known to any other person and shall also ensure that the PIN is not kept written in any manner.

## **10. LIABILITY / LOSS OF CARD**

- 10.1 If the Card is lost/stolen/destroyed or for any other reason liable to misuse or if the PIN is disclosed to any other person, the Cardholder must as soon as possible notify the Police of the said loss, theft or disclosure and also notify the Card Centre if such notification is given to the Card Centre orally, it shall not take effect unless confirmed in writing to the Card Centre.
- 10.2 The Cardholder shall be liable in respect to any use of the Card, for all Card transactions and Cash Withdrawals until such time, such written notice is received by the Card Centre and all such amounts shall be recovered from the Cardholder in the manner set out in this Agreement.
- 10.3 The Cardholder shall give the Bank all the information in the Cardholder's possession as to the circumstances of the loss or misuse of the card or the disclosure of the PIN and shall take all steps deemed necessary by the Bank to assist in the recovery of any missing Card and shall forward a certified copy of the Statement made to the Police.
- 10.4 The Bank may at its absolute discretion issue a replacement Card for any Card lost or stolen on the same terms and conditions as the original Card subject to a charge.
- 10.5 In the event the Cardholder recovers the lost or stolen Card, the Cardholder shall return the recovered Card to the Card Centre, immediately.

## **11. EXEMPTION AND EXCLUSION**

- 11.1 The Cardholder agrees that Bank shall not be liable for any loss or damage however incurred or suffered in the event that a Merchant, any other Bank or any other party refuses to honour or accept the Card or to extend credit facilities including cash advances to the full and authorized Card Limit.
- 11.2 The Bank shall not be liable for any defect in the goods purchased or services rendered and paid for by the use of the Card. The claim or dispute with the establishment, Merchant or any other Bank shall be settled between the Cardholder and such establishment, such Merchant and such Bank, without any payment being withheld from the Bank.
- 11.3 The Cardholder shall not hold the Bank liable if the Bank fails to perform its obligation under this Agreement due to the failure of any Machine, Data Processing System, Electronic Transmission System or Transmission Link or due to industrial dispute with the claim or to anything beyond the control of the Bank and its servants.

## **12. RECOVERY**

- 12.1 The Cardholder specifically agrees that where the Cardholder fails to settle his liabilities to the Bank under these Terms and Conditions on the Payment Due Date, the Bank has a right to, at any time and without notice to the Cardholder, debit any Current or Savings Account or any other type of Account maintained by the Cardholder at any branch of the Bank with a sum up to the full amount due and owing from the Cardholder.

- 12.2 The Cardholder hereby authorizes the Bank, to set-off any monies standing to the credit of the Cardholder in any such account maintained at any branch of the Bank towards discharging any sum of monies due and owing from the Cardholder to the Bank on the Card Account, to recover a sum up to the full amount due and owing from the Cardholder from any sum deposited or credited to any account maintained at any branch of the Bank and to uplift any deposit held by the Cardholder in the Bank or to keep such deposits under lien till the outstanding sum in the Card Account is paid in full.
- 12.3 The Cardholder acknowledges and agrees that the Bank shall be entitled to recover any assets of the Cardholder towards discharging any sum of monies due and owing from the Cardholder to the Bank on the Card Account and that the Cardholder will indemnify the Bank against any such steps taken by the Bank.
- 12.4 Where the Cardholder fails to settle the liabilities to the Bank under these Terms and Conditions, the Bank at its absolute discretion may terminate this agreement unilaterally and cancel all Cards (inclusive of Supplementary Cards) issued to the Cardholder under this Agreement. Where the Bank terminates this agreement due to the default of Cardholder, such Cardholder shall not be eligible to enter into any new Card Agreement with the Bank and the Bank shall report the Cardholder (both Principal and Supplementary) to the Credit Information Bureau of Sri Lanka.
- 12.5 Where the Cardholder fails to settle his liabilities to the Bank under these Terms and Conditions, the Cardholder authorizes the Bank to obtain services of a third party, independent contractors as Collection Agents to visit the Cardholder and to persuade the Cardholder to settle the outstanding monies due and owing by the Cardholders on the Card Account to the Bank and for such purpose, to disclose the third party, independent contractor, necessary credit information as the transactions and outstanding sums.
- 12.6 In the event, the Cardholder continues to default the payment of monies outstanding on the Card Account, the Cardholder acknowledges that Bank is entitled to institute legal action against the Principal Cardholder (in case where there is a Supplementary Cardholder, jointly or severally with the Supplementary Cardholder), to recover the total monies outstanding on the Card Account.
- 12.7 The Cardholder acknowledges that he/she shall be liable to pay all the costs of collection of dues, legal expenses and outstanding amounts with interest, should it become necessary to refer the matter to a collection agency or to legal recourse to enforce payment.

### 13. **DISCLOSURE**

- 13.1 The Bank may with or without notice to the Cardholder disclose information in respect of the Cardholder's Card Account to a third party service provider engaged by the Bank for the limited purpose of providing such service as well as to the Credit Information Bureau of Sri Lanka upon the unilateral termination of this Agreement, where the Cardholder(s) have defaulted the repayment of monies due on the Card Account.

#### 14. **GENERAL**

- 14.1 The Principal Cardholder shall immediately notify the Bank's Card Centre in writing of any change in his/her name, address, employment and Mobile Phone Number etc.,
- 14.2 The Bank shall have the right at its absolute discretion to transfer, assign and sell in any manner, in whole or in part any Cardholder's amounts outstanding.
- 14.3 Principal Cardholder's written request the Bank may at its discretion upgrade his/her Credit Card and/or enhance his/her credit limit.
- 14.4 Whenever required by the Bank, the Cardholder shall furnish data concerning his financial position to the Bank. The Cardholder further authorizes the Bank to verify the information furnished. If the data is not furnished when called for, the Bank at its discretion may refuse renewal of the Card or cancel the Card forthwith.

#### 15. **WITHDRAWAL OF USE OF THE CARD**

- 15.1 The Card remains the property of the Bank at all times and has to be returned by the Cardholder on the Bank's demand. The Bank may at any time and without notice cancel or suspend the right to use the Card entirely or in respect of specific facilities or refuse to reissue, renew or replace any Card without in any case affecting the Cardholder's obligations under this Agreement which shall continue in force.

#### 16. **TERMINATION**

- 16.1 The Principal Cardholder may terminate this Agreement by written notice to the Card Centre, but such termination shall only be effective on the return to the Bank of all Cards issued for use on the Card Account and the payment of all liabilities of the Cardholder under this Agreement.
- 16.2 The Card (inclusive of any Supplementary Card) shall be surrendered to the Bank in the event the Cardholder leaves the country for migration.
- 16.3 In the event the cardholder leaves the country for employment abroad, cardholder may use the Card subject to the regulations of the Exchange Control Act of Sri Lanka.
- 16.4 In the event, the Cardholder shall become a Non Resident of Sri Lanka within the meaning of the Exchange Control Act of Sri Lanka, the Bank shall have a right to cancel the Card (inclusive of any Supplementary Card).
- 16.5 The Bank may terminate this Agreement and cancel Card facilities on any of the grounds set out in this Agreement.

## **17. VARIATION OF THIS AGREEMENT**

17.1 The Bank may vary revise this Agreement at any time or times whether or not a similar variation revision is made to the Agreement with any other Cardholder. All such variation revisions will be notified to the Cardholder and be published in the website. If the Cardholder does not agree with such variation revision at his/her liberty to terminate the Agreement in the manner set out as above, should give notice in writing within 10 days from the notification of the variation revision.

## **18. INDEMNITY**

18.1 The Cardholder hereby agrees to indemnify the Bank for instructions acted upon in good faith in accordance with any notice, demand or other communication purported to be given by telephone, telex or facsimile by the Cardholder or on his behalf regardless of the circumstances prevailing at the time of receipt of the instruction.

18.2 The Cardholder undertakes to hold harmless and to indemnify the Bank for any liabilities, loss, damage, cost and expenses ( legal of the otherwise ), which the Bank may incur by reason of the provisions hereof or its enforcement of or its right hereunder.

## **19. NOTIFICATIONS**

19.1 All notifications to the Cardholder will be sent by post to the latest address of the Principal Cardholder provided to the Bank, by the Principal Cardholder in writing and shall be deemed to have been received by the Cardholder(s) within 48 hours of posting. In addition, all General notifications will be published in the website.

## **20. GOVERNING LAW**

20.1 This Agreement is governed by and shall be construed in accordance with the law of the Democratic Socialist Republic of Sri Lanka

## **21. OFFENCES**

21.1 Where any Cardholder uses the Card in any manner or for any purpose that would contravene the law of Sri Lanka or is deemed an offence under the law of Sri Lanka, the Bank may at its absolute discretion terminate this agreement unilaterally with immediate effect and cancel all Cards issued to the Cardholder. The Bank shall also report all details of such unlawful activity/transaction to the Central Bank of Sri Lanka.

**Our Agreement**

By signing below I/We request Hatton National Bank PLC – VISA/ MasterCard Account be opened for me/us, and Card/s issued as I/We request and that you renew and replace them until I/We surrender the right to use the Card/s by cutting the Card/s in half and returning both halves to you. I/We authorize my/our Banks or any other sources to release any information to your representatives, as you may require from time to time without reference to me/us. I/We acknowledge and agree to be bound by the conditions and terms of use of the Credit Card Agreement detailed above. I/We agree jointly and severally for all charges to the Principal and Supplementary Card/s issued on my/our request. In addition, I/We agree that the Supplementary Card Member will be bound by the terms and conditions of use of the said Credit Card Agreement and will be liable for all charges to that Card. I/We hereby warrant that all information provided by me/us in this Application are true and correct.

I/We have read and understood the above terms and conditions of use of the Agreement.

<input type="text"/>	<input type="text"/>	<input type="text"/>	.....
D D	M M	Y Y	Signature of the Principal Card Applicant

<input type="text"/>	<input type="text"/>	<input type="text"/>	.....
D D	M M	Y Y	Signature of the Supplementary Card Applicant

**Statutory Requirement**

Declaration to the Controller of Exchange, Central Bank of Sri Lanka.

I/We .....  
 (Principal Card Applicant) and  
 .....

(Supplementary Card Applicant) hereby declare that all information given by me / us in this application is true and correct.

I/We hereby confirm that I/We am/are aware of the conditions imposed under the Exchange Control Act in the Notice published in the Extraordinary Gazette No.1411/5 of 19<sup>th</sup> September 2005 subject to which the card may be used for transactions in foreign exchange on the card issued to me / us by Hatton National Bank PLC as may be required for the purpose of the Exchange Control Act.

I/We also affirm that I/We undertake to surrender the Credit Card/s to Hatton National Bank PLC, if I / We migrate or leave Sri Lanka.

I/We am/are aware that the Authorized Dealer is required to suspend availability of foreign exchange on Electronic Fund Transfer Card (EFCT) if reasonable grounds exist to suspect that unauthorized foreign exchange transactions are being carried out on the EFCT issued to me/us.

D D

M M

Y Y

.....

Signature of the Principal Card Applicant

.....

D D

M M

Y Y

Signature of the Supplementary Card Applicant

### **For Branch Use Only**

Introduced by

EPF No.

Signature

Branch/Dept. Code

Limit

### **Extracted Information**

Annual Income

Other Income  
(Annual)

Accounts at HNB

Age

Employment/Business

Verification of Information  
Carried out by Name/Signature

CRIB Information  
Verified by (Name/signature)

**For Bank Use Only**

I .....  
(name of the Officer) have carefully examined the information together with relevant documents submitted by .....(Name of the Card Applicant and the Supplementary Card Applicant) in case of a Supplementary Card) and have satisfied myself that the said information and documents are in conformity with Exchange Control requirements and the internal policies of the Bank.

.....  
Date

.....  
Signature of Branch Authorised Officer

**For Card Centre Use Only**

The Bank undertakes to exercise due diligence on the transactions carried out by the Cardholder on his EFTC in foreign exchange and to suspend the availability of foreign exchange on the EFTC if reasonable grounds exist to suspect that unauthorized foreign exchange transactions are being carried out on the EFTC in violation of the undertaking given by the Cardholder and to bring the matter to the notice of the Controller of Exchange.

.....  
Date

.....  
Signature of the Card Centre Officer

Credit Card Number

Principal

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Suppl.

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Issuing Officer

Processed by

Authorized by

Audited by