



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

(Please complete the application form in BLOCK LETTERS. Insufficient information may cause delays in processing. All information is subject to verification before a card is issued)

I would like to request a  VISA  MasterCard

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

(The payment due date is generally 25 days from your statement date, but may be subject to change depending on Poya, Bank and Mercantile holidays).

EXISTING CUSTOMER DETAILS

Are you an existing customer?  Yes Bank Account Number:

AFFINITY CARD DETAILS

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

PERSONAL DETAILS

Name In Full (as per NIC):

Title: Mr/Mrs/Miss/Rev/Dr/Other 
Last Name 
First Name 
Other Names

Marital Status:  Single  Married  Widowed  Divorced

No Of Dependents

Name to appear on card (maximum 20 characters including title and spaces)

Date Of Birth:

Gender:  Male  Female Identification Type\*:  NIC  Passport No:

\*(Copy of NIC is mandatory for Sri Lankans)

E-mail Address

Nationality

Applicable for Non Nationals

If passport, please provide the expiry date

Visa Number  Visa Type

Visa Expiry Date

Permanent Address (Billing Proof required if different from NIC)

Correspondence Address (Please provide if different from permanent address given above)

Billing Proof:

National Identity Card  Income Tax Receipt  Utility Bill (Please specify) 
 Passport  Assessment Notice  Driving License
 Letter from a Public Authority  Tenancy Agreement  Employment Contract  Others (Specify)

Residence:  Owned & Mortgaged  Owned & Not Mortgaged

Monthly Mortgage/Rental Rs

Rental/Leased  Company  Living with Parents
 Owned by Spouse  Other

Period at Present Residence  Years  Months

Residence Tel No

Mobile No

I wish to obtain FREE SMS Alerts to my above mobile no  Yes  No

Go Green with HNB E-Statements!

\*We will send your credit card statement to the e-mail address mentioned by you in this application

Correspondence to be sent to:  Permanent Address  Office
 Correspondence Address

Card Delivery Instructions:

Courier to  Permanent Address  Office
 Correspondence Address  Branch

Customer Signature

Signature of Authorized Officer

**Highest Educational Level:**

- Primary     Secondary     Diploma/Certificate     Graduate     Postgraduate     Professional
- Other

**Please tick the relevant boxes provided (you may tick more than one)**

**Ongoing Sources of Earnings:**

- from Present Employment     Personal Savings     from Business Interest     Family Remittances     Return from Investment/Investment Matured
- Others (please specify)

**Expected / Average Monthly Income:**

- Below Rs.50,000/-     Between Rs.50,000/- & Rs.100,000/-     Between Rs.100,000/- & Rs.500,000/-
- Between Rs.500,000/- & Rs.1,000,000/-     Rs.1,000,000/- & above

**Mother's Maiden Name**   
 (For security reasons) (Mother's Surname prior to marriage)

**REFERRAL DETAILS**

**Name of a Relative not living with you**

**Address**

**Relationship**

**Residence Tel No**     **Mobile No**

Relative's Employer Name

Relative's Office Tel No

**SPOUSE DETAILS**

**Spouse Name**

**Employer Name**

**Designation**     **Annual Income: Rs**

**Contact No**

**CLASSIFICATION**

**Do you have an immediate family member who is a Director or an employee at HNB?**  
 Yes     No    Director/Staff Name

**Do you or an immediate member of the family hold any senior public office?**  
 (Government, judicial, police or military)     Yes     No

If Yes, please describe the nature of the relationship

**EMPLOYMENT DETAILS**

<input type="checkbox"/> <b>Salaried</b>	<input type="checkbox"/> Senior/Corporate Mgt	<input type="checkbox"/> <b>Self-Employed</b>	<input type="checkbox"/> <b>Other</b>
<input type="checkbox"/> Contract/Casual	<input type="checkbox"/> Director	<input type="checkbox"/> Proprietor	<input type="checkbox"/> Housewife
<input type="checkbox"/> Clerical	<input type="checkbox"/> Consultant	<input type="checkbox"/> Director	<input type="checkbox"/> Retired
<input type="checkbox"/> Skilled/Technical	<input type="checkbox"/> Professional	<input type="checkbox"/> Partner	<input type="checkbox"/> Student
<input type="checkbox"/> Supervisory		<input type="checkbox"/> Self	<input type="checkbox"/> Consultant
<input type="checkbox"/> Middle Mgt/Executive		<input type="checkbox"/> Free Lance	<input type="checkbox"/> Contract
		<input type="checkbox"/> Professional	<input type="checkbox"/> Other(specify) <input type="text"/>

**Designation**

**Nature of Business:**

<input type="checkbox"/> Advertising	<input type="checkbox"/> Garments	<input type="checkbox"/> Telecommunication
<input type="checkbox"/> Airline	<input type="checkbox"/> Government	<input type="checkbox"/> Plantations
<input type="checkbox"/> Armed Services	<input type="checkbox"/> Healthcare	<input type="checkbox"/> Publicity
<input type="checkbox"/> Banking/Finance	<input type="checkbox"/> Hotel	<input type="checkbox"/> Professional Services
<input type="checkbox"/> Communications	<input type="checkbox"/> Information Technology	<input type="checkbox"/> Trading
<input type="checkbox"/> Construction	<input type="checkbox"/> Insurance	<input type="checkbox"/> Travel
<input type="checkbox"/> Freight Forwarding/Shipping	<input type="checkbox"/> Manufacturing	<input type="checkbox"/> Other (please specify) <input type="text"/>
<input type="checkbox"/> NGO/NPO/Charity		

Customer Signature

Signature of Authorized Officer



**SUPPLEMENTARY APPLICANT DETAILS**

All Supplementary Cardholders are bound by the same Credit Card Agreement entered into by the Principal Applicant as detailed overleaf.  
(Please tick the relationship to Principal Applicant)

Spouse       Parent       Child

**Preferred Card Limit: Rs**

**Name In Full** (as per NIC):

Title: Mr/Mrs/Miss/Rev/Dr/Other

Last Name

First Name

Other Names

Marital Status:  Single     Married     Widowed     Divorced

Name to appear on card (maximum 20 characters including title and spaces)

**Date Of Birth**

**Gender**  Male     Female

**Mother's Maiden Name**   
(For security reasons) (Mother's Surname prior to marriage)

**Identification Type\*:**  NIC     Passport

No:

\*(Copy of NIC is mandatory for Sri Lankans)

Nationality

**Applicable for Non Nationals**

If passport, please provide the expiry date

Visa Number       Visa Type

Visa Expiry Date

**Residence Tel No**

**Mobile No**

**Correspondence Address**

**E-mail Address**

**Employment Status:**  Full Time     Part Time  
 Probation     Self-Employed     Unemployed  
 Retired     Housewife     Student

**Occupation**

**Employer Name**

Office Tel       Extn

**PIN NUMBERS**

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

**OUR AGREEMENT**

By signing below I/we request that 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 to be responsible 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 is true and correct.

I/We acknowledge that Hatton National Bank PLC is not responsible for any liability arising out of incorrect/untrue information provided in this application.

Having read, clarified and understood the above terms and conditions of use detailed in this agreement, I/we herewith place my/our signature/s below to confirm receipt of a copy of the application form and also to signify our acceptance of terms and conditions contained herein.

.....  
Signature of the  
Principal Card Applicant

.....  
Signature of the Supplementary  
Card Applicant

Customer Signature

Signature of Authorized Officer

**DECLARATION BY THE APPLICANT/S FOR ELECTRONIC FUND TRANSFER CARDS**

**To: Director - Department of Foreign Exchange**

(To be filled by the Applicant/s to obtain foreign exchange against Credit/Debit or any other Electronic Fund Transfer Card)

I/ We

Principal Cardholder/ Supplementary Cardholder),

(Principal Cardholder/ Supplementary Cardholder) declare that all details given above by me/ us on this form are true and correct.

I/ We hereby confirm that I/ We am/ are aware of the terms and conditions applicable for the use of Electronic Fund Transfer Cards (EFTCs) as detailed in the Directions No.03 of 2021 dated 18 March 2021 issued under the provisions of Foreign Exchange Act, No. 12 of 2017 (the FEA) subject to which the card may be used for transactions in foreign exchange and I/We hereby undertake to abide by the said conditions.

I/We further agree to provide any information on transactions carried out by me/ us in foreign exchange on the card issued to me/ us as  (bank) may require for the purpose of the FEA.

I/We am/are aware that the bank is required to suspend availability of foreign exchange on EFTC if reasonable grounds exist to suspect that foreign exchange transactions which are not permitted in terms of the Directions issued under the provisions of the FEA are being carried out on the EFTC issued to me/us and to report the matter to the Director-Department of Foreign Exchange.

I/We also affirm that I/We undertake to surrender the EFTCs to the bank, If I/We migrate or leave Sri Lanka for Permanent residence or employment abroad as applicable. Further I/We also agreed to notify my/our change in residential status to the bank if any accordingly.

<input type="text"/>  <input type="text"/>	..... Signature of the Principal Card Applicant
<input type="text"/>  <input type="text"/>	..... Signature of the Supplementary Cardholder

**For Branch Use Only**

Introduced by

Name

EPF/MKT No.

Branch/Dept. Code

Card Assigned to (Branch Code)

Signature

Standing order instructions (if any) have also been duly checked and verified.

**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, as the Authorized officer of the bank have carefully examined the information together with relevant documents given by the applicant/s and satisfied with the bona-fide of these information and documents. Further, I as the Authorized Officer of the Bank undertake at all times, to exercise due diligence on the transactions carried out by the cardholder on his/her EFTC in foreign exchange and to suspend the availability of foreign exchange on the EFTC if reasonable grounds exist to suspect that foreign exchange transactions which are not permitted in terms of Directions No 03 of 2021 dated 18 March 2021 issued under the provisions of the Foreign Exchange Act, No 12 of 2017 are being carried out of the EFTC, in violation of the undertaking given by the card holder and to bring the matter to the attention of the Director-Department of Foreign Exchange.

<input type="text"/> Date	<input type="text"/> Signature of Authorized Officer
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<b>For Card Centre Use Only</b>		
Credit Card Number		
Principal <input type="text"/>		
Supplementary <input type="text"/>		
Issuing Officer		
<input type="text"/>	<input type="text"/>	<input type="text"/>
Processed by	Authorized by	Audited by

<input type="text"/>	<input type="text"/>
Customer Signature	Signature of Authorized Officer

**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 to the Principal 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 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 which has its Registered Office at 479, T. B. Jayah Mawatha, Colombo 10 or any other place as notified and published in the website. 'Cardholder' means any person who uses a Card issued by the Bank in terms of this Agreement and includes the Principal Cardholder and Supplementary Cardholders and 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/her 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. 'Personal Use' means for the use of the holder of the Card, his/her spouse, children and parents and does not include the usage of the card for any commercial purposes.

**2. USE OF THE CARD**

- 2.1 The Card must be signed by the Cardholder immediately upon receipt and may only be used;
  - i. By the Cardholder for personal use.
  - 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. When calculating whether the credit limit has been exceeded, the Bank shall take into account the amount of any Card Transaction not yet debited from the Card Account and 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 of the Card being used in an Electronic Fund Transfer (EFT) involving 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 for the purchase of any land or property, the payment of monthly instalments or any capital account transactions as specified in the Exchange Control Regulations Act, Directions or Guidance.
  - vii. The Cardholder shall handover the card to an HNB Branch/Card Centre upon the request by the Bank in the event of a replacement/dispute/investigation, subject to it being confirmed as blocked by the Bank.
  - viii. The Cardholder shall inform the Bank of the use of the card overseas for transaction verifying purposes.

**3. THE CARD ACCOUNT**

- 3.1 The Bank may debit the Card Account with the amounts of all Card Transactions and other liabilities accumulated by the Cardholder, inclusive of legal fees, other administrative costs, losses, etc. 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 Cardholder should not use the Card for any illegal or unlawful purposes and should not violate CBSL regulations and Exchange Control regulations of Sri Lanka.
- 3.4 The Bank will email a monthly Statement of Accounts to the Principal Cardholder, to the email address given in the Application, or to any other email address duly notified in writing to the Card Centre at least fourteen (14) days before the payment due date.
- 3.5 The Cardholder shall pay at least the Minimum Payment on or before the Payment Due Date. The Minimum Payment would be the 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 the minimum due amount of the outstanding balance.
- 3.6 All amounts due under this Agreement will be immediately payable in full upon 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.
- 3.7 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 written notice before the expiry date given on the Credit Card.
- 4.2 Interest will be charged on Card Transactions for the period commencing from the date of the transaction on the Card Account, up to 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 and which will be 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 and interest calculated on the average daily balance over the billing period at an annualized rate to be determined by the Bank at its discretion at any given time and which will be 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 from 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 from 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 charges.
- 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 a 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 made with the Card, including Cards issued to Supplementary Cardholders or through any other method, as stipulated by such Statutes, 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 a 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 Withdrawals made by the Supplementary Cardholder will be 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 the full sum or part thereof 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 the relationship between the Principal Cardholder and the Supplementary Cardholder.
- 5.3 Once the Supplementary Card is issued, it will be in force until the same is cancelled by written notice to the Card Centre, by the Principal Cardholder or the Supplementary Cardholder.
- 5.4 Upon the termination of this Agreement and the 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 as selected by the Bank at its discretion) for the



Customer Signature



Signature of Authorized Officer

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 payments 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 the 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/she has not received the Monthly Statement of Accounts.
- 6.3 The Cardholder who is a customer of the Bank shall activate his/her e-banking/virtual banking facility to enable him/her to check the Card Transactions, Account Status and to make Bill Payments.
- 6.4 Non-receipt of the Monthly Statement of Accounts does not absolve the Cardholder from his/her liability to make payments due to the Bank on the Due Date.
- 6.5 Payments made by the Cardholder to the Bank in respect of the Card Account will be applied by the Bank, when 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 The Cardholder who maintains a current or savings account with any branch of the Bank, may issue direct debit standing order instruction on such Account, to settle the amount specified by such transaction, on or before the Payment Due Date. Any amendments or cancellations to any such standing order 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 Accounts, issued in respect of the Card Account and shall notify the Bank's Card Centre of any alleged error therein within 14 days of the Statement Date. In the event the Cardholder fails or neglects to notify the Bank of such an alleged error within the said period of 14 days, the Statement of Accounts 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 Accounts thereafter. All Statement of Accounts will be by email to the latest email address provided to the Bank by the Principal Cardholder in writing and shall be deemed to have been received at the time of dispatch. Any complaint pertaining to the Card Account may be communicated to the Card Centre by the Cardholder by telephone on 011 2 462 462, fax on 011 2 686 713, email on hnbcare@hnb.lk or on any other number/-contact mode 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, as determined or applied, in any case of conversion of foreign currencies into Sri Lankan Rupees or the re-conversion of Sri Lankan Rupees into foreign currencies as the case may be. Regardless of the currency of payment and the currency of account, the ultimate liability of the Cardholder to the Bank will be in Sri Lankan 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 any loss suffered by the Bank, or its agent or correspondents, by reason of any fluctuations in the parities of the currencies, or the devaluation of any currency/ies involved.
- 6.10 The Cardholder hereby agrees that upon the death of the Cardholder, the Executors, Administrators, Legal Representatives or the next of kin who have received 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 reproduction of the embossed information contained on the Card, that is duly completed, and any invoice/printout made from electronic Point of Sale Machines, 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 Accounts presented in writing or in the form of documentation by the Bank, which have been signed and certified by the Manager of the Card Centre of the Bank or by any other person specifically appointed for that purpose by the Bank, shall be deemed sufficient in law as conclusive proof against the Cardholder of the contents thereof without any other documents or vouchers to support the same. The Cardholder also agrees that these Statement of Accounts may be in the form of documents showing Card transactions, charges, statutory payments or Cash withdrawals effected by means of a Teller Machine; or statements made out of the books, computer records, documents and memory storage devices of the Bank. The Cardholder further agrees that any such documentation provided by the Bank shall be deemed to be conclusive proof that the amounts set out therein are due and owing from the Cardholder to the Bank and shall be admissible as evidence in a Court of Law.
- 7.3 The Cardholder hereby agrees that the Cardholders would accept that any information contained in any Statement of Accounts, extracts, writing or other document referred to in sub-paragraph (2) above, showing the Card transactions effected by Point of Sale Machines and Online Transactions as well as any Cash Withdrawals effected by means of a Teller Machine or through any other form of electronic medium as defined by the provisions of the Electronic Transactions Act No. 19 of 2006 would be valid.

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

- 8.1 Where an Automated 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 International Agreement between the Bank and Visa/Master Card that governs the use of the Card in electronic machines as per the 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 from 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/labile to be misused or if the PIN has been disclosed to another person, the Cardholder must notify both the Police and the Card Centre about the said loss, theft or disclosure immediately. 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 as a written notice is received by the Card Centre and all such amounts are 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. The Cardholder shall also 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 the 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 through the Card. The claim or dispute with the establishment, Merchant or any other Bank shall be settled between the Cardholder and such establishment, Merchant and/or 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 any industrial dispute with the claim or due 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/her 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 irrespective of whether such account is sole or joint with others, or at any branch of the Bank, for the full amount due and owing from the Cardholder.
- 12.2 The Cardholder hereby irrevocably authorizes the Bank, without any prior notice to him/her, (i) to set off any monies in any such account maintained by the Cardholder at any branch of the Bank, towards discharging a sum of monies due and owing from the Cardholder to the Bank on the Card Account or (ii) to recover a sum up to the full amount due and owing from the Cardholder from any sum lying to the credit in any account maintained at any branch of the Bank by the Cardholder or (iii) to uplift any deposit(s) held by the Cardholder solely or jointly, in any branch of the Bank and to set off the proceeds against any sum due to the Card Account or to keep such deposit(s) 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 and use them 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 his/her 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/her liabilities to the Bank under these Terms and Conditions, the Cardholder authorizes the Bank to obtain the services of a third party, as independent contractors as Collection Agents, to visit the Cardholder and persuade him/her to settle the outstanding monies due and owing by the Cardholder/s on the Card Account to the Bank; and for such purpose, to disclose to the third party, independent contractor, the necessary credit information such as transactions and outstanding sums.
- 12.6 In the event, the Cardholder continues to default on the payment of monies outstanding on the Card Account, the Cardholder acknowledges that the Bank is entitled to institute legal action against the Principal Cardholder (in cases 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 obtain legal recourse, to enforce payment.

**13. DISCLOSURE**

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



Customer Signature



Signature of Authorized Officer

**15. CANCELLATION 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/s) shall be surrendered to the Bank in the event of the Cardholder leaving the country for migration.

16.3 In the event of the Cardholder leaving the country for employment abroad, the Cardholder may use the Card subject to the regulations of the Exchange Control Act of Sri Lanka.

16.4 In the event of the Cardholder becoming a Non Resident of Sri Lanka, within the meaning of the Exchange Control Act of Sri Lanka, the Bank shall have the right to cancel the Card (inclusive of any Supplementary Card/s).

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 variations/revisions will be notified to the Cardholder and be published in the website. If the Cardholder does not agree with such variation/revision, he/she has the liberty to terminate the Agreement in the manner set out as above, and should give notice in writing within 10 days of 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, losses, damages, costs and expenses (legal or otherwise), which the Bank may incur by reason of the provisions hereof or their enforcement hereof.

19. Retention of securities in the event of default by the Cardholder, the Bank is entitled to retain the securities executed by the Cardholder to secure repayment of any other financial facilities and /or accommodations granted by the Bank including mortgages until the amounts due to the Bank under the Credit Card facility/facilities are settled in full.

**20. NOTIFICATIONS**

20.1 All notifications to the Cardholder will be email to the latest email 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) at the time of dispatch. In addition, all general notifications will be published in the website.

**21. GOVERNING LAW**

21.1 This Agreement is governed by and shall be construed in accordance with the laws of the Democratic Socialist Republic of Sri Lanka.

**22. OFFENCES**

22.1 Where any Cardholder uses the Card in any manner or for any purpose that would contravene the laws of Sri Lanka or is deemed an offence under the laws 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.



Customer Signature



Signature of Authorized Officer