



(c) within the Credit Limit (any excess over the Credit 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 of any authorization given by the Bank to a third party in respect of a prospective card transaction).

(d) to obtain the facilities and benefits from time to time made available by the Bank in respect of the use of the Card and

(e) during the validity period embossed on the Card, subject to the right of the Bank in its absolute discretion and without prior notice, at any time to withdraw the right to use the Card by the Cardholder.

### 3. The Card Account:

The Bank may debit the card account with the amounts of all card transactions, enrolment charges, interest and any other liabilities of the Cardholder and any loss incurred by the Bank arising from use of the card. The Principal 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 a Cardholder.

(i) The Bank will send a Monthly Statement to the Principal Cardholder who shall pay within 22 days following the date of the statement, not less than 5% of the amount shown in the statement or minimum of Rs. 500/-, whichever is higher (if the amount due is less than Rs. 500/- the full amount has to be settled). The Principal Cardholder shall also pay immediately any outstanding excess over the credit limit. Any arrears of previous payments and the amount of any card transaction made in breach of the terms in this agreement.

(ii) Subject to any limitations imposed by statute, all monies due under this Agreement shall be immediately payable on the breach of this Agreement by the Cardholder, or on the commission of any act of bankruptcy by the Cardholder, or on the death of the Cardholder, or on demand at any time as required by the Bank without previous notice.

(iii) Any payment to the Bank will only take effect when received at the address notified by the Bank and credited to the Card Account. The Principal Cardholder shall ensure that funds are available to meet any cheque given to the Bank in respect of the Cardholder's obligations under this Agreement.

### 4. Payment and interest:

(i) Cardholders are given the option of paying either the full amount or the obligatory minimum amount appearing in the Cardholder's statement on or before the due date.

(ii) If the full payment is paid within the due date no interest is charged.

(iii) If the full payment is not made interest will be charged at 2% p.m. Further delays in payment will attract a penal rate of interest.

(iv) The Principal Cardholder shall be liable for any loss or cost which the Bank determines it has suffered as a result of any breach of this Agreement by a Cardholder.

(v) On cash advances interest will be charged from the date of withdrawal to the date of settlement.

(vi) With regard to lost cards, the Bank will levy a charge to cover the administrative cost in informing the merchant network and for the issue of a new card.

(vii) The rate of interest will be varied from time to time at the discretion of the Bank.

### 5. Use of card and the PIN to withdraw cash

(i) Cardholder can withdraw cash from ATMs by using the card in combination with the PIN

(ii) Cardholder may withdraw cash from any of the Bank's branches by tendering the Card during the business hours of the Bank

(iii) Cash withdrawal is restricted up to the 'cash advance limit' as stated in the Bank advice given to Cardholder.

(iv) Cardholder is bound by the Bank Statement of Account issued every month on the use of the card and the Statement of Account is final and conclusive proof of the use of the Card and the Cardholder's debt.

(v) The PIN number is strictly a confidential data and it is not known to anyone else, and any cash withdrawal at the ATMs will be by the use of the card in combination with PIN number only. Thus any withdrawal entered at the ATMs by the said use is presumed to be the Cardholder's transaction for all purposes.

### 6. Withdrawal of use of the Card:

(i) 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 re-issue or renew or replace any card, without in any way affecting the Cardholder's obligations under this Agreement which shall continue to be in force.

(ii) The card remains the property of the Bank and at all times on request all or any cards issued for use on the Card Account must be returned immediately to the Bank or any other person acting for the Bank.

### 7. Termination:

The Principal Cardholder may terminate this Agreement by written notice to the Bank 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 Principal Cardholder under this Agreement.

### 8. Safeguarding the Card and PIN:

(i) The Cardholder shall exercise all possible care to ensure the safety of the card and keep the PIN strictly confidential. The Cardholder will not disclose the card number to any third party except in connection with the cheque guarantee or encashment use for the purpose of a card transaction or when reporting the actual loss or theft of the card.

(ii) If the card is lost, stolen or for any other reason liable to misuse or if the PIN is disclosed in breach of this condition, the Cardholder must immediately inform to the BOC Card Centre, 22nd Floor, Head Office Building, No.4 Bank of Ceylon Mw., Colombo 1 or any branch of the Bank. If this notification is given orally, it shall not take effect unless confirmed in writing to the Bank at the above address within 7 days. Until the Bank receives effective notification the Principal Cardholder will be liable (subject to any statutory limitation) in respect of any use of the card. After the Bank has been effectively notified the Principal Cardholder's liability for any subsequent use of the card other than by a Cardholder will cease.

(iii) The Cardholder shall give the Bank all information in the Cardholder's possession as to the circumstances of the loss, theft or misuse of the card or the disclosure of the PIN and shall take all steps deemed necessary by the Bank to use or disclosure being suspect, the Bank may provide the Police with all relevant information. If a card is reported as lost, stolen or liable to misuse, that card must not be used from such occurrence and if available must be cut in half and returned immediately to the Bank.

### 9. Refunds and Cardholder Claims:

The card account will only be credited with a refund in respect of a card transaction if the Bank receives a refund verification acceptable to it. The Cardholder shall be bound to bring all discrepancies or disclaimers in respect of card transactions to the notice of the Bank not later than two weeks after the issue of the monthly statement by the Bank. The onus for establishing any disclaimer in respect of any card transaction shall vest on the Cardholder, subject to any rights vested in the Principal Cardholder by statute, no claim by a Cardholder against a third party may be the subject of defence or counterclaim against the Bank. No rights of a Cardholder against the Bank may be assigned or otherwise disposed of.

The Bank shall not be liable in any way if the card is not honoured by a third party or any Bank or Merchant.

### 10. Authorised Users - Supplementary Cardholders

The Bank may issue an additional card for use by any person nominated by the Principal Cardholder as an Authorised User of the Card account. The Principal Cardholder shall be liable for all amounts arising from or losses incurred by the Bank in connection with the use of the card by the Authorised User (including any use in breach of this Agreement which the Bank shall be under no responsibility to prevent) and which amounts shall be debited to the card account in addition to the Bank's other powers. The Bank may cancel any Authorised User's card at any time upon the request in writing of the Principal Cardholder and the return of such card to the Bank or upon the surrender of such card to the Bank by the Authorised User.

### 11. Variation of this Agreement:

The Bank reserves the right to vary this Agreement at any time or times whether or not a similar variation is made to the Agreement(s) with any other Cardholder(s), subject to the requirements of statute. Notification of any such variation shall be given to the Principal Cardholder by the Bank either in writing or by publication thereof or by such means as the Bank may select and the variation so notified shall be binding on the Cardholder.

### 12. General:

(i) The Bank shall not be liable if it is unable to perform its obligations under this agreement due (directly or indirectly) to the failure of any machine Data Processing System or transmission with or to industrial dispute or anything outside the control of the Bank, its agents or subcontractors, if the Bank is unable to produce or send a statement, the Principal Cardholder's liability for interest shall continue and for the purpose of calculating interest and establishing the dates on which payments are due the Bank may select a date each month as the statement date.

(ii) The Principal Cardholder shall immediately notify the BOC Card Centre in writing of any change of name or address. The card shall be surrendered to the Bank in the event the Cardholder leaves the country for employment abroad or migrates.

(iii) Any other facilities or benefits made available to Cardholders as such and -not forming part of this agreement may be withdrawn at any time without notice.

(iv) The Bank shall be entitled to receive and share credit information concerning the Principal Cardholder with any credit reporting agency and/or credit bureau and any person, corporation or merchant with whom the Principal Cardholder proposes to have financial relations.

(v) The Bank may grant an additional credit limit to the Cardholder to meet any hospitalisation charges that may arise in an emergency.

(vi) This Agreement shall be governed by the laws applicable in Sri Lanka and the exclusive jurisdiction of the courts of Sri Lanka.

# APPLICATION FORM

## BOC Credit Card

*From sunrise to sunrise any time, any where.*

BOC, the pioneer bank for Credit Cards in Sri Lanka offers a range of cards to suit your different needs.

- Lowest interest rates
- Additional limit for Emergency hospitalization
- Free Life Insurance cover or permanent total disability cover \*
- Free lost baggage insurance cover \*
- A generous loyalty scheme in which you have more when you spend more
- Interest-free easy payment scheme and many other benefits

\* Conditions apply



BOC Card Centre,  
22nd Floor, Head Office Building,  
No 1, Bank of Ceylon Mawatha, Colombo 1, Sri Lanka.  
Tel: 011 2544300/301  
Fax: 011 2338759  
Hotline: 011 2393931  
Web: www.boc.lk  
E-mail: boccard1@boc.lk

Your everyday card.

