

Credit Card Contract

Credit Card Booklet

Cardholder enquiries &

Lost and stolen cards

Telephone : (679) 321 4300

Facsimile : (679) 330 3738

CREDIT CARD BOOKLET

Credit Card Contract Part 2 Credit Card General Conditions Electronic Banking Conditions Plus Information Statement

This booklet contains part 2 of the *contract* (the *Credit Card General Conditions* and the *Electronic Banking Conditions*). It also contains some other information about the *contract*. It does not contain all of the terms of the *contract* or all of the information *we* must give *you* before *you* enter into the *contract*. Part 1 of the *contract* and some of the other information *we* must give *you* are in a separate document called *Credit Card Details*.

Some words used in this *contract* have special meanings. Those special meanings are in section 23 of the *Credit Card General Conditions* and condition 10 of the *Electronic Banking Conditions*. When a word is used with a special meaning in the *Credit Card Details* or the *Credit Card General Conditions*, it is printed in italics (*like this*).

Contents

Credit Card Contract - Part 2 Credit Card General Conditions

1.	Operating <i>your credit card account</i> and <i>credit limit</i>	2
2.	<i>Statements of account</i>	2
3.	Interest charges and credit interest	2
4.	Fees and charges.....	3
5.	What <i>you owe us</i>	3
6.	Payments	4
7.	<i>You can cancel your credit card facility</i> or <i>your credit facility</i>	4
8.	<i>We can cancel your credit card facility</i> and refuse to provide further credit	4
9.	Default and the consequences	5
10.	Changes	5
11.	<i>We can open a new credit card account</i>	7
12.	About <i>your credit card</i>	7
13.	Using <i>your credit card</i>	7
14.	If <i>your credit card</i> is lost, stolen or used without permission and liability	8
15.	Additional cardholders	8
16.	Security - not applicable.....	8
17.	Other documents	8
18.	Assignment.....	9
19.	Notices.....	9
20.	Certificates about this <i>contract</i>	9
21.	The <i>laws</i> that apply	9
22.	More about this <i>contract</i>	9
23.	Meaning of words.....	10
	Electronic Banking Conditions	
	Information Statement	

(The information statement is not part of the *contract*. The information statement only applies if *you* intend to use the *credit card facility* wholly or predominantly for personal, domestic or household purposes and not for investment or business purposes.)

Credit Card Contract - Part 2

Credit Card General Conditions

1. Operating your credit card account and credit limit

1.1 You must operate your credit card account with a credit balance or with a debit balance within the credit limit.

1.2 We can allow a temporary increase in the credit limit for a specified period. If we do, then at the end of that specified period:

- the credit limit reduces to the original credit limit, and
- you must immediately make a payment to reduce the debit balance to within that original credit limit.

1.3 We can reduce or cancel the credit limit at any time, whether or not you are in default under this contract. We will tell you in writing if we reduce or cancel the credit limit when you are not in default under this contract.

1.4 The credit limit does not change simply because we debit an amount to your credit card account that takes the debit balance over the credit limit.

If you have a credit facility you can only use your credit card account for a purchase or cash advance where the amount of that purchase or cash advance is less than or equal to the amount of the available credit

2. Statements of account (Clause 6.4 (i))

2.1 We send you statements of account monthly (not necessarily on the same day in each month). However, we need not send a statement of account if:

- no amount was credited or debited to your credit card account during the statement period and the debit balance on your credit card account is less than \$5.00
- no amount was credited or debited to your credit card account during the statement period and we have written off your debt, or
- you have been in default under this contract for at least 3 months and

we cancelled your credit card facility before the statement period started and we did not provide further credit to you during the statement period.

2.2 Statements of account show all amounts credited or debited to your credit card account during the statement period.

2.3 Amounts credited or debited on your statement of account are expressed in Fijian currency.

2.4 You should check your statement of account, and if you dispute a transaction please forward notice in writing as soon as possible or, in any event, not later than the due date shown on the statement.

3. Interest charges

General (Clause 6.4 (i)f)

3.1 We can change those reference rate or rates and any annual percentage rate by other means. See clause 10.5 for details.

3.2 We divide the annual percentage rate by 365 to get a daily percentage rate.

How we calculate interest charges

3.3 Unless an amount is interest free under clause 3.4, we calculate interest charges on amounts for:

- purchases,
- cash advances,
- fees and charges you must pay under this contract, and
- enforcement expenses,

in each case from the date we debit each amount until the date it is paid in full. We calculate these interest charges on a daily basis by applying the daily percentage rate to each of these amounts unpaid at the end of each day.

Interest free purchases

3.4 If your credit card facility is an "up to 55 day" credit card facility we will not charge interest on:

- purchases,
- fees and charges you must pay under this contract, and

- enforcement expenses, debited to *your credit card account* during a statement period where:
- the interest free conditions apply to the *statement of account* to which that period relates; and
- the closing balance shown on the *statement of account* to which that statement period relates is paid in full on or before the *due date* shown on that *statement of account*.

The interest free conditions apply to a *statement of account* when either that *statement of account* is the first *statement of account* sent OR the closing balance shown on the previous *statement of account* is zero or in credit or is paid in full by the *due date* shown on that previous *statement of account*.

Credit balances

- 3.5 If, at the end of any day, *your credit card account* has a *credit balance*, we do not calculate interest charges for that day and we do not pay *you* interest on that balance.

When we debit interest charges

- 3.6 We debit interest charges to *your credit card account* monthly on each *statement date*. The amount we debit is:

- i) if your *credit card facility* is an “up to 55 day” *credit card facility* and the interest free conditions apply to that *statement of account* (see clause 3.4), interest charges calculated in accordance with clause 3.3 on cash advances debited to *your credit card account* during the statement period to which that *statement of account* relates for each day in that statement period.
- ii) otherwise:
 - interest charges calculated in accordance with clause 3.3 for each day in the statement period to which that *statement of account* relates; plus,
 - (if *your credit card facility* is an “up to 55 day” *credit card facility* and the interest free conditions apply to the previous *statement of account* (see clause

3.4) but the closing balance shown on that previous *statement of account* was not paid in full by the due date shown on that previous *statement of account*) interest charges calculated in accordance with clause 3.3 on all purchases, fees and charges *you* must pay under this *contract* and enforcement expenses debited to *your credit card account* during the statement period to which the previous *statement of account* relates for each day in the statement period to which that *statement of account* relates.

We can also debit interest charges which have been accrued but not yet debited, when *you* or *we* cancel the *credit card facility* or when *we* close the first *credit card account* under clause 11.1.

- 3.7 For the purposes of clauses 3.3 - 3.6 any interest charges calculated in accordance with clause 3.3 are taken to be, and treated as, a purchase from the day after any such interest charge is debited to *your credit card account*.

4. Fees and charges

- 4.1 The fees and charges *you* must pay under this *contract* are:
- the *credit fees and charges* set out in the *Credit Card Details*,
 - any applicable *government charges*, and
 - *other fees and charges*.
- 4.2 We can debit the fees and charges *you* must pay under this *contract* to *your credit card account*.
- 4.3 *You* must pay the *credit fees and charges* set out in the *Credit Card Details* at the times set out in the *Credit Card Details*.

5. What you owe us

- 5.1 We can debit to *your credit card account* amounts for:
- purchases (the price of goods and services, including mail, electronic and telephone orders) charged to *your credit card account*, and

- cash advances charged to *your credit card account*.

Amounts debited to *your credit card account* for foreign currency purchases and cash advances include any applicable currency conversion charges.

We can also debit to *your credit card account* other amounts in accordance with this *contract*.

- 5.2 Once we debit an amount to *your credit card account* (unless *your credit card account* has a *credit balance*), you owe us that amount and you must pay it as this *contract* requires you to.

6. Payments

Payments - general (Clause 6.4 (i)j)

- 6.1 We do not treat a payment as made until we credit it to *your credit card account*.

- 6.2 If you have any other credit contract with us and you make a payment to us, then if you do not tell us in writing how the payment is to be applied, we can apply the payment to any one or more of those credit contracts in any way we think fit.

- 6.3 We decide how we apply payments and other credits to *your credit card account*. Currently, we apply payments in the following order to unpaid amounts that have been debited to *your credit card account*:

- unpaid *government charges* that have been shown on a *statement of account* (in any order we determine);
- unpaid *credit fees and charges* and *other fees and charges* that have been shown on a *statement of account* (in any order we determine);
- unpaid interest charges (in any order we determine);
- unpaid cash advances that have been shown on a *statement of account* (in any order we determine);
- purchases that have been shown on a *statement of account* (in any order we determine);

- cash advances that have not yet been shown on a *statement of account* (in any order we determine).
- purchases that have not yet been shown on a *statement of account* (in any order we determine);
- credit fees and charges* and *other fees and charges* that have not yet been shown on a *statement of account* (in any order we determine);
- government charges* that have not yet been shown on a *statement of account* (in any order we determine).

Minimum repayments

- 6.4 You must pay us the amount shown as the *minimum repayment due* on each *statement of account*, as follows:
- any amount shown on your *statement of account* as an amount over due (included as part of the *minimum repayment due*) is payable immediately; and
 - the balance of the *minimum repayment due* is payable by the *due date* shown on that *statement of account*.
- 6.5 If there is an *over limit amount*, you must pay the *over limit amount* immediately.
- 6.6 If you want, you can pay more than you have to at any time. Extra payments do not affect your obligation to pay future *minimum repayments due*.

How to pay

- 6.7 You can pay at any Bank of South Pacific Limited branch or by mailing your cheque to the address shown on your *statement of account*. DO NOT SEND CASH THROUGH THE MAIL.
- 6.8 As payment must be received by us by the *due date*, allow for time for payment to reach us. If paying while overseas, you will need to allow for this.
- 6.9 If you cannot pay by the *due date*, you should contact us immediately. We may be able to help you.

7. You can cancel your credit card facility or your credit facility

7.1 You can cancel your credit card facility at any time by:

- telling us in writing that you want to do this,
- returning your credit card and all additional credit cards issued on your credit card account,
- paying us the total amount you owe us under this contract (plus any amounts accrued or charged but not yet debited to your credit card account), and
- cancelling any periodical debits to your credit card account.

7.2 If amounts are charged to your credit card account after you have told us that you want to cancel your credit card facility, we can refuse to pay the amounts, or we can pay them and recover the amounts from you. In either case, we can tell any merchant that your credit card facility has been cancelled.

7.3 You can cancel your credit facility at any time by:

- telling us in writing that you want to do this, and
- paying the debit balance.

If you do this, we will reduce the credit limit to zero, and thereafter:

- you must not attempt to access or draw down credit from your credit card account,
- you must return your credit card and all additional credit cards to us immediately, and
- you must cancel any periodical debits to your credit card account.

8. We can cancel your credit card facility and refuse to provide further credit

8.1 We can cancel your credit card facility at any time and refuse to provide any further credit to you under this contract, whether or not you are in default under this contract. ("Cancel" in this context includes a decision by us not to renew or not to replace your credit card.)

8.2 If we do cancel your credit card facility:

- you must not attempt to access or draw down credit from your credit card account,
- you must return your credit card and all additional credit cards to us immediately, and
- you must cancel any periodical debits to your credit card account.

8.3 If we cancel your credit card facility because you ask us to open a new credit card account, we can offer you a new credit card facility under a new credit card contract and establish a new credit card account for that purpose, and we can:

- transfer, as authorised by you, any amount you owe on the first credit card account (we can decide to treat this amount as a cash advance or a purchase),
- close the first credit card account, and
- if amounts are charged to the first credit card account after we have opened the new credit card account, debit those amounts to the new credit card account.

Otherwise, if we cancel your credit card facility, the balance of the contract continues to operate. For example, we still charge you interest and fees and charges and you must still make repayments.

8.4 If we cancel your credit card facility when you are not in default under this contract, we will tell you in writing.

8.5 We can close your credit card account when it has a credit balance after giving you notice which is reasonable in the circumstances.

9. Default and the consequences

9.1 You are in default under this contract if: (Clause 6.4 (i)k)

- you breach any term of this contract,
- an additional cardholder breaches any applicable term of this contract,

- *you* breach any term of any other contract or security *you* have with *us*, or
 - *we* believe on reasonable grounds that *we* were induced to enter this *contract* by fraud.
- 9.2 If *you* are in default under this *contract* then, as long as *we* comply with the *law*, *we* can do either or both of the following:
- cancel *your credit card facility*
 - make the *debit balance* immediately due and payable.

If *we* make the *debit balance* immediately due and payable, *you* must then pay that amount. Although *we* would normally give *you* notice that the *debit balance* is immediately due and payable, *we* need not do so.

- 9.3 *You* must return *your* credit card and all additional credit cards to *us*, and cancel any periodical debits to *your credit card account* immediately *you* are in default under this *contract*.
- 9.4 Enforcement expenses may become payable under this *contract* in the event of a breach.
- 9.5 *You* must pay *us* all reasonable enforcement expenses *we* reasonably incur because of any breach of this *contract*. *We* can debit these amounts to *your credit card account*.

10. Changes (Clause 6.4 (i)h)

- 10.1 *We* can change any offer made by *us* to *you* to enter into this *contract* (whether in the *Credit Card Details* or otherwise) at any time before *you* accept it.
- 10.2 *We* can change the terms of this *contract* or the way it operates or both at any time without your consent except that *we* cannot change anything which the *Credit Card Details* say *we* cannot change.
- 10.3 No change to the offer or to this *contract* is binding on *us* unless *we* have told *you* about it either by writing to *you* or by advertising in a newspaper or both.
- 10.4 Some of the changes *we* can make are:

- changes to any *annual percentage rate*,
- changes to the amount or frequency of payment of *credit fees and charges*,
- changes to the amount or frequency of payment of repayments,
- imposing new *credit fees and charges*,
- changes to the amount or frequency of payment of *other fees and charges*, and
- imposing new *other fees and charges*.

We can also change this *contract* to introduce a default rate of interest.

10.5 *We* will notify *you* when *we*:

- (a) change any reference rate that applies to this *contract*. Where such a change does not reduce *your* obligations and takes effect on or after a day it is published in the regular publication of *our* reference rate(s) under clause 3.1, *you* will be notified of the change by that publication. Where such a change does not reduce *your* obligations and takes effect before a day it is published in the regular publication of *our* reference rate(s) under clause 3.1, *we* will notify *you* either by advertising in a newspaper circulating throughout the Fiji Islands. or by writing to *you* not later than the day on which the change takes effect. If *we* notify *you* by advertisement, *we* will also provide *you* with such particulars of the change as are required by *law* before or when *we* provide *your* next *statement of account* after the change takes effect. Where such a change reduces *your* obligations, *we* will notify *you* in writing before or when *we* provide *your* next *statement of account* after the change takes effect;
- (b) change any *annual percentage rate* (other than as a result of a change referred to in paragraph (a) above). Where such a change does not reduce *your* obligations, *we* will notify *you* either by advertising in a newspaper circulating throughout the Fiji Islands. or by writing to *you*

not later than the day on which the change takes effect. If *we* notify *you* by advertisement, *we* will also provide such particulars of the change as are required by *law* before or when *we* provide *your* next *statement of account* after the change takes effect. Where the change reduces *your* obligations, *we* will notify *you* in writing before or when *we* provide *your* next *statement of account* after the change takes effect;

- (c) Change the manner in which interest is calculated or applied under this *contract* (including a change in or abolition of any interest free period under this *contract*) or change this *contract* to introduce a default rate of interest. Where such a change does not reduce *your* obligations, *we* will notify *you* by giving *you* at least 30 days' prior written notice. Where such a change reduces *your* obligations, *we* will notify *you* by providing such particulars of the change as are required by *law* before or when *we* provide *your* next *statement of account* after the change takes effect;
- (d) Change the amount or frequency of payment of a repayment. Where such a change does not reduce *your* obligations or does not extend the time for payment, *we* will notify *you* by giving *you* at least 30 days' prior written notice. Where such a change reduces *your* obligations or extends the time for payment, *we* will notify *you* by providing such particulars of the change as are required by *law* before or when *we* provide *your* next *statement of account* after the change takes effect;
- (e) change the amount or frequency of payment of a *credit fee or charge* or impose a new *credit fee or charge*. Where a change to the amount of a *credit fee or charge* or the imposition of a new *credit fee or charge* does not reduce *your* obligations or does not extend the time for payment, *we* will give *you* at least 30 days' prior notice either by advertising in a newspaper circulating throughout the Fiji

Islands. or by writing to *you*. If *we* notify *you* by advertisement, *we* will also provide such particulars of the change as are required by *law* before or when *we* provide *your* next *statement of account* after the change takes effect. Where a change to the frequency of payment of a *credit fee or charge* does not reduce *your* obligations or does not extend the time for payment, *we* will give *you* at least 30 days' prior notice in writing. Where a change to the amount of a *credit fee or charge* or the imposition of a new *credit fee or charge* or a change to the frequency of payment of a *credit fee or charge* reduces *your* obligations or extends the time for payment, *we* will notify *you* by providing such particulars of the change as are required by *law* before or when *we* provide *your* next *statement of account* after the change takes effect; or

- (f) make any other change to the terms of this *contract* or the way it operates, or both. *We* will do this either by writing to *you* or by newspaper advertisement or both.

10.6 If any *law* or applicable code regulates a change, then *we* can only make the change to the extent permitted by, and subject to the requirements of, that *law* or applicable code.

10.7 *We* can waive any of *our* rights under this *contract*. If *we* waive *our* rights, it does not change or reduce *our* rights under this *contract* unless the *law* says it does or unless *we* tell *you* in writing that it does.

11. We can open a new credit card account

11.1 *We* can choose to open a new *credit card account* in *your* name for the purposes of this *contract*. If *we* do this, *we* can:

- issue a new credit card and additional credit cards,
- require *you* to return *your* credit card and all additional credit cards issued on the first *credit card account*,

- require *you* to cancel any periodical debits to the first *credit card account*,
 - transfer any amount *you* owe on the first *credit card account* to the new *credit card account* (we can decide to treat this amount as a purchase or a cash advance),
 - close the first *credit card account*, and
 - if amounts are charged to the first *credit card account* after we have opened the new *credit card account*, debit those amounts to the new *credit card account*.
- 11.2 If we open a new *credit card account* under clause 11.1, this *contract* continues to apply with the new *credit card account* replacing the first *credit card account*.

12. About your credit card

- 12.1 *You* must sign *your* credit card as soon as *you* receive it. A credit card may not be accepted unless *you* have signed it. *Your* credit card is valid only between the dates printed on it.
- 12.2 *Your* credit card always belongs to *us*. We may issue *you* with a new credit card at any time, and *we* may retain or require *you* to return *your* credit card at any time.

13. Using your credit card

- 13.1 *You* can use *your* credit card to carry out transactions as follows:
- MasterCards - worldwide at financial institutions and merchants displaying the MasterCard logo.
 - Visa cards - worldwide at financial institutions and merchants displaying the Visa card logo.
- 13.2 *You* can be required to produce identification when *you* use *your* credit card. In particular, to obtain cash in Fiji identification may include a passport or driver's licence bearing *your* photo, or any two of:
- identity card bearing *your* photo,
 - another debit or credit card bearing *your* signature,

- an employee identity card, union card or student card bearing *your* signature, or
- an FNPf identification card.

13.3 We can refuse to authorise a proposed transaction on *your credit card account* if:

- the transaction would take the *debit balance* over the *credit limit*,
- *your* credit card has been reported lost or stolen, or
- *we* have any other good reason to do so.

13.4 *You* authorise *us* to give information to other persons for the purpose of authorising transactions on *your credit card account*.

13.5 If *you* are a Fiji resident then Reserve Bank of Fiji exchange controls will apply to the use of your credit card outside of the Fiji Islands.

We may advise by way of a periodic statement messages of current exchange control requirements and it is advisable that *you* contact *us* before you travel abroad to ascertain the current exchange control requirements.

13.6 When *your* credit card is used overseas, foreign currency amounts (including any applicable currency conversion charges) charged or refunded to *your credit card account* are converted:

- for MasterCard - into United States currency at the exchange rates MasterCard International Incorporated decides (unless already in United States currency) and then into Fijian currency at the exchange rates *we* set as at the day of processing in Fiji.
- for Visa card - at Visa International's choice either:
 - directly into Fijian currency at the exchange rate Visa International decides, or
 - into United States currency and then into Fijian currency at the exchange rates Visa International decides.

The Fijian currency amount (which includes the Fijian dollar equivalent of any fee charged to *us* by Visa or

- MasterCard as applicable) is then debited or credited to *your credit card account*.
- 13.7 We are not responsible if a financial institution or merchant decides not to accept *your* credit card or imposes limits or conditions on the use of *your* credit card. *You* must deal directly with the financial institution or merchant on this.
- 13.8 *You* are not entitled to treat any promotional material displayed on any premises as a statement by *us* that *you* can use *your* credit card on those premises.
- 13.9 We are not responsible for any goods or services that *you* obtain from a merchant using *your* credit card, unless the *law* says *we* are.
- 13.10 Any refund to *you* by a merchant is a matter for agreement between *you* and the merchant only. *We* are not responsible for any refund unless the *law* says *we* are.
- 13.11 If any merchant gives *you* a refund, *we* will credit *your credit card account* only when *we* receive a properly completed refund instruction from the merchant.
- 14. If your credit card is lost, stolen or used without permission – and liability**
- 14.1 *You* must tell *us* immediately if *your* credit card is lost, stolen or used without *your* permission. *You* must give *us* all the information *you* have about the loss, theft or misuse.
- 14.2 *You* can tell *us* by:
- telephoning *us* using the emergency phone number listed at the front of these *Credit Card General Conditions*,
 - advising any of *our* branches, or
 - advising any financial institution that displays the MasterCard or Visa card logo (as applicable).
- 14.3 If you report a lost or stolen card by phone, we will give you a notification number. Record this number for future reference. *You* may be required to confirm the report at one of *our* branches, and to complete further documentation.
- 14.4 If the *Electronic Banking Conditions* apply to a transaction carried out without *your* permission, those conditions cover *your* liability for losses arising from the transaction.
- 14.5 The following applies for transactions to which the *Electronic Banking Conditions* does not apply. *You* are liable for all transactions carried out on and debited to *your credit card account*, except as described in this condition.
- 14.6 *You* are liable for all losses arising from transactions if you have acted fraudulently, either alone or together with other persons.
- 14.7 *You* may be liable for some or all losses arising from transactions carried out without your permission where *you* contribute to the losses because *you*:
- failed to reasonably safeguard *your* credit card, or
 - delayed unreasonably in telling *us* about the theft or loss of *your* credit card.
- 14.8 If it is not clear whether *your* conduct contributed to losses arising from transactions carried out without *your* permission, *you* may be liable for part or all of the losses.
- 14.9 If *you* promptly tell *us* of the theft or loss of *your* credit card and *you* have not acted fraudulently (either alone or together with other persons), *you* will not be liable for losses arising from transactions occurring after *you* telling *us*.
- 14.10 *You* are not liable for losses arising from transactions carried out without *your* permission:
- which happened before *you* received *your* credit card,
 - it is clear that *your* conduct did not contribute to the losses.
- 14.11 Dispute and Queries can be lodged at any of the BSP branch or call on 1323888 or email – eb@bsp.com.fj
- 15. Additional cardholders**
- 15.1 *You* can nominate persons as additional cardholders if they are at least 18 years old. If *we* accept a person as an additional cardholder, *we* issue an additional credit card to that person. *We*

do not accept a person as an additional cardholder until identity verification requirements are met for that person. These requirements are:

- a passport or driver's licence bearing the cardholder's photo; or
- any two of the following items:
- identity card bearing the cardholder's photo;
 - another debit or credit card bearing the cardholder's signature;
 - an employee identity card, union card or student card bearing the cardholder's signature; or
 - FNPF identification card

15.2 You are responsible for all transactions carried out by an additional cardholder.

15.3 We can give information about *your credit card account* to an additional cardholder.

15.4 If *we* accept an additional cardholder:

- the *contract* applies to the additional credit card in the same way that it applies to *your* credit card; and
- *you* must make sure that the additional cardholder is aware of and complies with the conditions in the following clauses as if the additional cardholder were *you* and the additional credit card were *your* credit card:
 - clause 1.1,
 - section 8,
 - section 11,
 - section 12,
 - section 13,
 - clause 14,
 - clause 17.2,
 - clause 18.2, and
 - clause 19.3.

15.5 If the additional cardholder does not comply, *you* are in default under this *contract*.

15.6 *You* can cancel the authority of an additional cardholder to operate on *your credit card account* only by:

- telling *us* in writing, and
- returning the additional credit card to *us*.

If *you* do both these things, *we* will cancel the additional credit card.

16. Security

16.1 *Your credit card facility* may or may not be covered by a security. The Bank will determine whether a security is required. An acceptable security would be in the form of a term deposit with BSP. If we require a security then you will be liable for any legal costs incurred. This cost can either be met in cash or debited to your credit card account.

17. Other documents

17.1 The *Credit Card Details*, these *Credit Card General Conditions*, and the *Electronic Banking Conditions* set out the entire agreement between *us* and *you* about the *credit card facility*. They over-ride any prior statements *we* or anyone else may have made about this *contract* or the *credit card facility* in information brochures or otherwise. This does not affect any rights *you* or *we* may have under *law*, or under any later written agreement between *us* and *you*.

17.2 The *Electronic Banking Conditions* apply to *electronic banking transactions* carried out using *your* credit card. If both these *Credit Card General Conditions* and the *Electronic Banking Conditions* apply to a transaction, and there is any conflict or inconsistency between them, the *Electronic Banking Conditions* apply to the extent of the inconsistency.

Otherwise, if there is any conflict or inconsistency between the *Credit Card Details*, these *Credit Card General Conditions* and the *Electronic Banking Conditions*, then those documents apply in that order to the extent of the inconsistency.

17.3 The Code of Banking Practice applies to dealings with *our* personal customers in Fiji. Each relevant provision of the Code of Banking Practice will apply to the *credit card facility*.

17.4 This *contract* does not affect any other loan, financial accommodation or account *you* have with *us*.

18. Assignment

18.1 *We* can assign or transfer to any person, trust or other organisation, and *we* can deal in any manner with any right, obligation or interest under this *contract*. If *we* choose, *we* can do this by “novation” (meaning that a new *contract* is formed with a third party substituting for *us*).

18.2 *You* authorise *us* to give any information to any person in connection with an assignment, transfer or novation of this *contract*. *You* cannot cancel this authority.

19. Notices

19.1 *We* can give any notice or other document to *you* at the address *you* nominate to *us* or in any other way the *law* allows.

19.2 If there is more than one of *you* and each of *you* lives at the same address, *you* can nominate one of *you* to receive notices and other documents on behalf of all of *you*. If *you* do this, *you* acknowledge that while the nomination remains in force, a notice or other document given to the nominated person is taken to have been given to each person who has signed the nomination.

19.3 *You* must notify *us* as soon as possible if *you* change *your* name or address or both, or intend to do so.

20. Certificates about this contract

20.1 If *we* give *you* a certificate which states the amount *you* owe under this *contract* or anything else relating to this *contract* it can be used in a court to prove those things unless *you* prove the certificate is incorrect.

21. The laws that apply

21.1 This *contract* is subject to the *laws* of the Fiji Islands.

21.2 *You* submit to the jurisdiction of the courts of the Fiji Islands and to the proper jurisdiction of any other court.

22. More about this contract

22.1 In this *contract*:

- the singular includes the plural and vice versa,
- a reference to a person includes a natural person or a corporation,
- where any word or phrase has a special meaning, any other part of speech or other grammatical form of that word or phrase has a corresponding meaning,
- a reference to a person includes that person’s executors, administrators, successors and permitted assignees, and
- a reference to a document (including any part of this *contract*) includes any variation or replacement of it.

22.2 If there is more than one of *you*, then this *contract* applies to each of *you* separately and all of *you* as a group.

22.3 This *contract* is to be read and interpreted as consistent with all *laws*. If any provision of this *contract* is invalid or unenforceable in whole or in part, the rest of this *contract* remains valid and enforceable.

22.4 If this *contract* allows or provides for *us* to do any thing on a day, then *we* can do that thing on that day or any later day unless the *law* says that *we* must do it on that day.

23. Meaning of words

23.1 In this *contract*:

annual percentage rate means each rate described as an annual percentage rate in the *Credit Card Details*.

available credit means the amount obtained by subtracting from the *credit limit*:

- the *debit balance* (if any), and
- uncleared funds that have been applied to *your credit card account* (if any), and
- the amount of all authorised transactions that have not yet been debited to *your credit card account*

contract means the credit card contract *you* make or have made with *us*. It comprises:

- these *Credit Card General Conditions* as amended from time to time, and

- the *Credit Card Details* as amended from time to time, and
- the *Electronic Banking Conditions* as amended from time to time.

credit balance means the amount by which *your credit card account* is in credit.

credit card account means any account *we* open in *your* name for the purposes of this *contract*.

Credit Card Details means the document called “Credit Card Details” which is part 1 of this *contract*.

credit card facility means the facility (including the credit facility up to the *credit limit*) provided or to be provided to *you* under this *contract*. The *Credit Card Details* indicate whether *your credit card facility* is a “0 day” or an “up to 55 day” *credit card facility*.

Credit Card General Conditions means these conditions which are part of part 2 of this *contract*.

credit fees and charges means the credit fees and charges set out in the *Credit Card Details* and any other fees and charges payable in connection with this *contract*, but does not include:

- interest charges,
- any fee or charge payable to or by *us* in connection with *your credit card account* that would be payable even if the credit facility was not available (except for any annual fee),
- *government charges*,
- enforcement expenses,
- any fee or charge that *we* are prohibited from charging *you* under any *law*, or
- that part of a fee or charge that exceeds the amount that *we* can charge *you* consistently with any *law*.

credit limit means the amount *we* determine to be the *credit limit* from time to time. The *credit limit* as at the *disclosure date* is set out in the *Credit Card Details*.

debit balance means the amount by which *your credit card account* is in debit.

disclosure date means the date of the *Credit Card Details* as set out in the *Credit Card Details*.

due date means a date described as a “due date” on a *statement of account*.

Electronic Banking Conditions means the document called “Electronic Banking Conditions” which is part 3 of this *contract*.

government charges means all government charges, taxes and duties that apply to *your credit card facility* or *your credit card account* whether or not *you* are primarily liable to pay these charges, taxes or duties (except for those business duties and transaction duties set out under the heading “Other credit fees and charges” in the *Credit Card Details*). These government charges, taxes and duties include (without limitation) debits tax, financial institutions duty, income tax payable by you and withholding tax.

law means common law, principles of equity and any enactment, proclamation, by-law or regulation passed by any governmental body, and includes:

- any amendments, or replacements of any of them, and
- all orders, ordinances, regulations, rules and by-laws made under them.

minimum repayment due means an amount described as a “minimum repayment due” on a *statement of account*.

other fees and charges means any fees and charges, other than *credit fees and charges* and *government charges*, payable under this *contract*. The *other fees and charges* as at the *disclosure date* are set out in the *Credit Card Details*.

over limit amount means, at any time, the amount by which the *debit balance* of *your credit card account* exceeds the *credit limit*.

statement of account see section 2.

statement date for any *statement of account*, means the date shown on the *statement of account* as the date the statement period ends.

we or Bank of South Pacific Limited which is the credit provider under this *contract*

you means each person to whom the *Credit Card Details* are addressed.

Bank of South Pacific Limited
by an authorised officer

Electronic Banking Conditions

1.	About your card	2
2.	You must keep your card secure and your PIN or password secret.....	2
3.	Using your card to carry out electronic banking transactions.....	2
4.	Transaction limits for electronic banking transactions	3
5.	If your card, PIN or password is lost, stolen or used without permission.....	4
6.	Changes to these Electronic Banking Conditions	4
7.	Receipts and statements	4
8.	Liability for electronic banking transactions	4
9.	Investigating and resolving errors, unauthorised transactions and other problems	6
10.	Meaning of words	7

Electronic Banking Conditions

1. About your card

1.1 You must sign your card as soon as you receive it. A card may not be accepted unless you have signed it. If a card has dates printed on it, the card is valid only between those dates.

1.2 Your card always belongs to us. We may issue you with a new card at any time, and we may retain or require you to return your card at any time.

1.3 We may cancel your right to use your card to access your card account without telling you first. You must return your card to us when you close your card account.

2. You must keep your card secure and your PIN or password secret

2.1 You must keep your card secure. In particular:

- You must not give your card to anyone else or let anyone else use it.
- You must keep your card with you whenever possible.
- You must check regularly to make sure that you still have your card.

2.2 When we issue your card, we may also issue a PIN for the card. If you have been issued with a PIN, we recommend that you change the PIN to a password that will be easy for you to remember. You can do this at any Bank of South Pacific Limited ATM.

2.3 If you have a PIN or password for the card, you must keep your PIN or password secret. In particular:

- You must not tell anyone your PIN or password. (This includes members of your family and our staff).
- You must destroy any PIN notification we may give you once you have changed the PIN to a password, or memorised the PIN.
- You agree not to choose a password that someone else could guess. *(Some examples of passwords that might be easy for someone else to guess include your birthday, your*

name or nickname, your telephone number, and your driver's licence number. There may be others.)

- You must not record your PIN or password on your card, even if the PIN or password is disguised.
- You must not keep a record of your PIN or password with anything you usually carry or keep with your card or anywhere where it is likely to be lost or stolen with the card, unless you have made a reasonable attempt to disguise the PIN or password. *(Examples of places where we would not consider your card and your record of your PIN or password to be sufficiently separated are if you keep them in the same bag or wallet or in the same car (even if in separate compartments), or in the same room of your house. Examples of things that we would not consider to be a reasonable disguise of your PIN or password would be if you recorded it in reverse, recorded it as a telephone number, described it as a "password" or a "PIN", or by reference to us, or any other kind of disguise that someone else might guess easily.)*
- You must take reasonable steps to make sure that no one else sees you enter your PIN or password during a transaction.

If you fail to keep your PIN or password secret, you may be liable for losses suffered if your card is used without your permission. (Condition 8 sets out your liability for transactions carried out without your permission).

3. Using your card to carry out electronic banking transactions

3.1 You may use your card at teller operated electronic devices in Bank of South Pacific Limited branches to carry out the following electronic banking transactions:

- withdraw cash
- make a deposit
- get an account balance
- transfer money from one account to another

- 3.2 You may also use your card at Bank of South Pacific Limited's ATMs to carry out the following electronic banking transactions:
- withdraw cash
 - get an account balance
 - order a statement
 - transfer money from one account to another.
- 3.3 You may also use your card at ATMs to carry out the following electronic banking transactions:
- withdraw cash
 - get an account balance
- 3.4 You can use EFT or EFTPOS devices at merchant locations to purchase goods or services from the merchant operating the device.
- 3.5 When you carry out an electronic banking transaction on your card account, as well as these Electronic Banking Conditions, you must also comply with the terms and conditions for transactions that apply to that account.
- 3.6 If you use your credit card at a Bank of South Pacific Limited ATM or another ATM to withdraw cash, we will treat the transaction as a cash advance, and charge interest in accordance with the terms of the credit card contract.
- 3.7 When you carry out an electronic banking transaction on your card account, we may debit to the account fees and charges in accordance with the terms and conditions of the contract that applies to the account.
- 3.8 If you carry out an electronic banking transaction outside our normal hours or on a weekend or holiday, it may be processed on our next business day.
- 3.9 Sometimes you may be able to carry out an electronic banking transaction without a PIN or password, as long as you provide suitable identification. In this case, your signature on the transaction receipt is evidence that the transaction is valid and carried out with your permission.
- 3.11 We are not responsible if a financial institution or merchant decides not to allow you to carry out an electronic banking transaction or imposes limits or conditions on an electronic banking transaction (unless that financial institution or merchant is a party to a shared EFT system and that financial institution or merchant has actually caused a failure to meet obligations we owe to you).
- 3.12 You are not entitled to treat any promotional material displayed on any premises as a statement by us that you can use your card to carry out electronic banking transactions on those premises.
- 3.13 We are not responsible for any goods or services which you obtain from a merchant using an electronic banking transaction unless the law says we are.
- 3.14 Any refund to you by a merchant arising from an electronic banking transaction is a matter for agreement between you and the merchant only. We are not responsible for any refund unless the law says we are.
- 3.15 If any merchant gives you a refund arising from an electronic banking transaction, we will credit your account only when we receive a properly completed refund instruction from the merchant.
- 4. Transaction limits for electronic banking transactions**
- We may set limits on electronic transactions from time to time (such as daily cash limit). We will separately advise you of any applicable limits, and may change any limits in accordance with clause 6.
- You should also refer to Condition 3 for information about other limitations that may apply to electronic banking transactions through agents, merchants and other financial institutions.
- 5. If your card, PIN or password is lost, stolen or used without permission**
- 5.1 You must tell us immediately you become aware that any of the following things has happened:
- someone else knows your PIN or password (if you have been issued with a PIN),
 - your card, PIN or password is lost or stolen,
 - your card has been used without your permission.

- You must give us all the information you have about the loss, theft or misuse.
- 5.2 You can tell us by either of the following means:
- telephoning *us* using the emergency telephone number (679) 3214300 ,
 - advising any of our branches, or
 - if your card is a credit card, advising any financial institution which displays the MasterCard or Visa card logo (as applicable).
- 5.3 If you unreasonably delay in telling us that any of these things has happened, you may be liable for losses suffered if your card is used without your permission. (Condition 8 sets out your liability for transactions carried out without your permission.)
- 6. Changes to these Electronic Banking Conditions**
- 6.1 We can change these Electronic Banking Conditions at any time without your consent. If any laws (or the Code of Banking Practice applying in Fiji) regulate that change, we may only change to the extent permitted by, and subject to, those laws. Some of the particular changes we can make to these Electronic Banking Conditions are:
- changes to your liability under these Electronic Banking Conditions,
 - changes to introduce a fee for electronic banking transactions, or
 - changes to transaction limits.
- 6.2 We do not have to tell you in advance about any change that we need to make immediately to restore or maintain the security of our systems or of your card account.
- 7. Receipts and statements**
- 7.1 A receipt will be issued for every electronic banking transaction unless you elect otherwise.
- 7.2 We will send you a statement for your card account in accordance with the conditions that apply for that account. This will be at least every six months, and may be more often.
- 7.3 You must check your statements when you get them. You should check
- electronic banking transaction receipts against your statement.
- 8. Liability for electronic banking transactions**
- 8.1 You are liable for all electronic banking transactions carried out on and debited to your card account, except as described in this condition. The allocation of liability set out in this condition does not apply to electronic banking transactions carried out by you or by someone else who is acting with your knowledge or permission.
- 8.2 You are liable for all losses arising from electronic banking transactions if you have acted fraudulently, either alone or together with other persons.
- 8.3 You may be liable for some or all losses arising from electronic banking transactions carried out without your permission where you contribute to the losses because you:
- failed to reasonably safeguard your card,
 - kept a written record of any PIN or password,
 - disclosed your PIN or password to any other person,
 - failed to take all reasonable steps to prevent disclosure to any other person when keying-in your PIN or using your password,
 - failed to keep your PIN or password secret in accordance with Condition 2,
 - delayed unreasonably in telling us things you have to tell us in accordance with Condition 5.
- 8.4 If it is not clear whether your conduct contributed to losses arising from electronic banking transactions carried out without your permission, you may be liable for part or all of the losses.
- 8.5 If you promptly tell us things you have to tell us in accordance with Condition 5, and you have not acted fraudulently (either alone or together with other persons), you will not be liable for losses arising from electronic banking transactions occurring after you telling us.
- 8.6 You are not liable for losses arising from electronic banking transactions:

- which are caused by the fraud or negligence of our employees, our agents' employees, employees of financial institutions or companies involved in networking arrangements with us, or merchants who are linked to the EFT system and their agents or employees,
- which are caused by faults which have occurred in an ATM, EFTPOS, the EFT system or on a card, unless the fault was obvious or advised by message or notice on display,
- where the electronic banking transactions were carried out without your permission and which happened before you received your card and/or PIN,
- where the electronic banking transactions were carried out without your permission and it is clear that your conduct did not contribute to the losses.

9. Investigating and resolving errors, unauthorised transactions and other problems

9.1 This condition applies to investigation of:

- electronic banking transaction errors,
- electronic banking transactions carried out without your permission, or
- any other matter to do with electronic banking transactions.

9.2 You should report errors, unauthorised transactions or any other electronic banking problem (including if you want to query an entry on a statement) as soon as possible after you discover them. You can make reports by either:

- using the emergency telephone number (679) 3214300, or
- advising any of our branches.

We may require you to confirm this advice in writing.

9.3 If you report a lost or stolen card by phone, we will give you a notification number. Record this number for future reference.

9.4 If you make a report or ask us to investigate a matter, and we cannot resolve your enquiry immediately, we

will write to you to tell you what we are going to do to investigate and resolve the matter.

9.5 You must give us all relevant information that you have about the matter you have reported. We will tell you if there is anything else you must do before we can investigate the matter.

10. Meaning of words

In these Electronic Banking Conditions:

Agent means a person or company we appoint from time to time to perform limited banking transactions on our behalf.

ATM means an automatic teller machine operated by another financial institution in which you can use your card as we advise.

Card means a card we issue to you on your card account that can be used for electronic banking. This may include:

- **a Bank of South Pacific Limited ATM Card,**
- a MasterCard or Visa credit card.

Card account means the card account on which the card is issued.

Bank of South Pacific Limited ATM means a Bank of South Pacific Limited automatic teller machine.

Credit card means a MasterCard or Visa credit card.

EFT means electronic funds transfer.

EFTPOS means a point of sale terminal, used for electronic transactions at retail and other locations.

Electronic banking transaction means a transaction carried out using a card and a PIN or password.

Password means the secret word or number you choose to use with a card.

PIN means the secret personal identification number that we issue with a card.

The following information statement is not part of the *contract*. It only applies if *you* intend to use the *credit card facility* wholly or predominantly for personal, domestic or household purposes and not for investment or business purposes.

INFORMATION STATEMENT

THINGS YOU SHOULD KNOW ABOUT YOUR PROPOSED CREDIT CONTRACT

This statement tells you some of the rights and obligations of yourself and your credit provider. It does not state the terms and conditions of your contract.

If you have any concerns about your contract, contact your credit provider and, if you still have concerns, seek information from the Department of Fair Trading and Consumer Affairs, or get legal advice.

THE CONTRACT

1. How can I get details of my proposed credit contract?

Your credit provider must give you a precontractual statement containing certain information about your contract. The precontractual statement, and this document, must be given to you before -

- your contract is entered into; or
- you make an offer to enter into the contract;

whichever happens first.

2. How can I get a copy of the final contract?

If the contract document is to be signed by you and returned to your credit provider, you must be given a copy to keep.

Also, the credit provider must give you a copy of the final contract within 14 days after it is made. This rule does not, however, apply, if the contract can be accepted by you -

- accessing or drawing down credit to incur a liability; or
- satisfying other conditions.

The rule will also not apply if, when the credit provider gives you a copy of the contract document to sign and to return to the credit provider, you are also given a copy of the contract document signed by the credit provider to keep.

If you want another copy of your contract write to your credit provider and ask for one. Your credit provider may charge you a fee. Your credit provider has to give you a copy -

- within 14 days of your written request if the original contract came into existence 1 year or less before your request, or
- otherwise within 30 days of your written request.

3. Can I terminate the contract?

Yes. So long as you have not obtained or tried to obtain any credit under the contract, you can terminate the contract by writing to the credit provider.

4. Can I pay my credit contract out early?

You can pay your credit provider the amount required to pay out your credit contract on the day you wish to end your contract.

5. How can I find out the pay out figure?

You can write to your credit provider at any time and ask for a statement of the pay out figure as at any date you specify. You can also ask for details of how the amount is made up.

Your credit provider must give you the statement within 7 days after you give your request to the credit provider. You may be charged a fee for the statement.

6. Will I pay less interest if I pay out my contract early?

Yes. The interest you can be charged depends on the actual time money is owing. However, you may have to pay an early termination charge (if your contract permits your credit provider to charge one) and other fees.

7. Can my contract be changed by my credit provider?

Yes, but only if your contract says so.

8. Will I be told in advance if my credit provider is going to make a change in the contract?

That depends on the type of change. For example -

- you get at least same day notice for a change to an annual percentage rate. The notice may be a written notice to you or a notice published in a newspaper.
- you get 20 days advance written notice for -
 - a change in the way in which interest is calculated;
 - a change in credit fees and charges; or
 - any other changes by your credit provider,

except where the change reduces what you have to pay or the change happens automatically under the contract.

9. Is there anything I can do if I think my contract is unjust?

Yes. You should first talk to your credit provider. Discuss the matter and see if you can come to some arrangement. If that is not successful you could apply to the court. Contact the Department of Fair Trading and Consumer Affairs or get legal advice on how to go about this.

- to extend the term of the contract and either reduce the amount of each payment accordingly or defer payments for a specified period; or
- to simply defer payments for a specified period.

11. What if my credit provider and I cannot agree on a suitable arrangement?

If you have been unemployed, sick or there is another good reason why you are having problems with your contract, then your contract may be able to be changed to meet your situation.

You may be able to apply to the court. Contact the Department of Fair Trading and Consumer Affairs or get legal advice on how to go about this.

There are other people such as financial advisors who may be able to help.

12. Can my credit provider take action against me?

Yes, if you are in default under your contract. But the law says that you cannot be unduly harassed or threatened for payments. If you think you are being unduly harassed or threatened, contact the Department of Fair Trading and Consumer Affairs, or get legal advice.

13. Do I have any other rights or obligations?

Yes. The law will give you other rights and obligations. You should also **READ YOUR CONTRACT** carefully.

GENERAL

10. What do I do if I cannot make a repayment?

Get in touch with your credit provider immediately. Discuss the matter and see if you can come to some arrangement. You can ask your credit provider to change your contract in a number of ways.

For example -

IF YOU HAVE ANY DOUBTS, OR WANT MORE INFORMATION, CONTACT THE DEPARTMENT OF FAIR TRADING AND CONSUMER AFFAIRS OR GET LEGAL ADVICE. PLEASE KEEP THIS INFORMATION STATEMENT. YOU MAY WANT SOME INFORMATION FROM IT AT A LATER DATE.

To understand your rights and responsibilities, you should read this Credit Card Booklet, the Credit Card Details and Electronic Banking Conditions carefully, and make sure that all additional cardholders do so too.