

# VISA CREDIT CARD

## Terms & Conditions



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# 1 INTRODUCTION

## 1.1 Application of these Terms and Conditions

These Terms and Conditions together with the Credit Card Contract and other associated documents govern the operation and use of the BSP VISA Credit card (“Card”). It is important that you and your cardholders read and understand these Terms and Conditions before using the Card.

The Terms and Conditions therein must be read in conjunction and apply together with:

- BSP Electronic Banking Terms and Conditions;
- Terms and Conditions of the Linked Account
- Terms and Conditions of all products and/or services offered by BSP where you may initiate and transact using your Card;

If there are any inconsistencies between these Terms and Condition and the Terms and Conditions mentioned above, these Terms and Conditions will prevail.

If there is any aspect of these Terms and Conditions you or your cardholders do not understand or are unsure about, contact Customer Contact Centre on 132 888 (local) or +679 321 4300 (overseas).

## 1.2 Agreement to these Terms and Conditions

By signing the reverse signature panel of a Card or activating a Card, you and each cardholder will be deemed to have read, understood and agreed to be bound by these Terms and Conditions and any other additional associated documents.

If you or a cardholder does not agree with these terms and conditions, the cardholder should not sign on the reverse signature panel of the Card or activate the Card and the Card must be returned to us.

# 2 DEFINITIONS

## 2.1 Interpretation

Headings are used for convenience and ease of reference only and are not to be considered in the interpretation or construction of any provision of these Terms and Conditions.

## 2.2 Defined Terms

The following words and expressions have the following meaning in the document unless otherwise stated:

**‘Account Holder’** means the primary entity or person that has entered into the BSP VISA Credit card facility with us.

**‘Additional Cardholder’** means additional entities or persons

that are allowed to use the account at the request of the primary cardholder.

**‘Annual Percentage Rate’** means the percentage rate per annum applicable to your Card as shown in your letter of offer.

**‘ATM’** means Automatic Teller Machine.

**‘Business Day’** means any day on which BSP is open for business but excludes a day which is gazetted as a public holiday. Saturday and Sunday are not considered business days although branches may be open for business.

**‘BSP Online Plus’** means BSP’s Internet Banking Service that can be accessed via our website ([www.bsp.com.fj](http://www.bsp.com.fj)) or the BSP Fiji Mobile Banking App.

**‘Card’** refers to any BSP VISA Credit card issued by us to a cardholder nominated by you. Card account types includes: VISA Essential Credit card and VISA Advantage Credit card.

**‘Cardholder Account’** means the account on which a Card is made available to a cardholder and against which all card transactions are recorded for that Card.

**‘Card Details’** refers to the information embossed on the Card including the name, the Card number, Card expiry date and Card Security Code.

**‘Card Not Present’ (CNP)** refers to a cardholder that is not or cannot physically present their Card for a merchant to physically examine or use the Card to process a transaction.

**‘Card Security Code (CSC), Card Verification Code (CVC) or Card Verification Value CVV’** means the three (3) digit number located on the reverse side of the Card and to the right of the signature panel.

**‘Cash Advance’** means any transaction treated by us as a cash transfer or Cash Advance including transactions where you authorise us to:

- withdraw cash from an ATM, branch or cash disbursement agency.
- transfer using Internet Banking into a third party account or transfer to another account including your linked or joint account.

**‘Contactless terminal’** means an electronic banking terminal which can be used to make a contactless transaction.

**‘Contactless transaction’** means a transaction made by holding the Card (which is capable of making a contactless transaction)

above a contactless terminal to approve the transaction and without having to insert or swipe the card in or through the electronic terminal.

**‘Credit Card Contract’** includes these Terms & Conditions, Card brochure and the signed Letter of Offer from BSP stating your Card limits.

**‘Credit Limit’** means the amount we determine to be the credit limit from time to time. These limits are stated in your Credit Card Contract.

**‘Daily Percentage Rate’** means the annual percentage rate divided by 365.

**‘Due Date’** means a date described as a “due date” on a statement of account.

**‘Electronic Funds Transfer (EFT)’** means the electronic transfer of money from one bank account to another, either within a single financial institution or across multiple institutions, through computer-based systems and without the direct intervention of bank staff.

**‘EFTPoS’** or **‘EFTPoS Terminal’** means Electronic Funds Transfer at Point of Sale and refers to the electronic equipment, electronic system, communications system and software provided by or on behalf of BSP or any third party for use with your Card and PIN and or signature to conduct an EFT Transaction and includes, but is not limited to an automatic teller machine, or point of sale terminal.

**‘Electronic Banking Terminal’** means any authorised terminal or device through which you can use your Card and includes:

- BSP branch terminals;
- BSP ATMs;
- ATMs of other financial institutions within Fiji and Internationally bearing the VISA logo;
- Any EFTPoS merchant terminals within FIJI and Internationally bearing the VISA logo;
- Internet Payment Gateway that has the VISA logo
- any other authorised terminal, device or service connected to BSP’s electronic banking system from time to time.

**‘Electronic Equipment’** includes electronic banking terminals, computers, televisions and telephones.

**‘Electronic Transaction’** includes any transaction initiated using an Electronic Equipment.

**‘EMV’** means Europay Mastercard and VISA, and is a global standard for payments using chip cards.

**'FATCA'** means Foreign Account Tax Compliance Act.

**'FIJI'** means the Republic of the Fiji Islands.

**'Foreign Transaction'** means any purchase or cash advance made using the VISA Credit card:

- in a currency other than Fijian dollars.
- in Fijian dollars or any other currency with a Merchant located outside Fiji.
- in Fijian dollars or any other currency that is processed by an entity located outside Fiji.

**'Interest Free'** means an interest free period of up to 55 days on purchases excluding cash advance.

**'Merchant'** means a provider of goods or services who accepts payment by Card or Card details through the use of Electronic Equipment.

**'Minimum Monthly Repayment'** is the greater of 5% of the total amount outstanding or FJD25.

**'One Time Passcode' (OTP)** means a dynamic code that is sent to your preferred mobile phone or registered email address and is valid for only one transaction.

**'payWave'** means the functionality on VISA Credit cards that enables you to make limited value purchases at a Merchant.

**'PIN'** means a Personal Identification Number being a numeric code which is issued by us or selected by the cardholder for use with the Card through certain electronic equipment.

**'Primary Account Holder'** means the entity that has applied for the BSP VISA Credit card.

**'Recurring Transaction'** means a regular transaction on your Account that you have authorised a Merchant or third party to make by providing your Card Details.

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

**'Statement of account'** means all amount credited or debited to your credit card account during the statement period.

**'Third Party'** refers to anyone who is not the Cardholder. For example, a friend or relative, and includes any additional party who is not involved with the Cardholder or seller.

**'Touch & Go'** refers to an EMV card that can be touched on an Electronic Banking Terminal that accepts payWave. Transactions

can be authorised by touching the card to the terminal without entering the PIN. These have a value limit and are restricted to certain number of transactions per day.

**‘Unauthorised Transaction’** means any transaction made without your knowledge, consent or authority.

**‘VISA’** means VISA Worldwide Pty Limited.

**‘VISA Credit card Expense Account’** means an account designated to the Account Holder for the purpose of pooling of transactions performed by the primary cardholder and or additional cardholders.

**‘We’** or **‘us’** or **‘our’** or **‘the Bank’** or **‘BSP’** means Bank of South Pacific Limited including its employees, agents, its successors, and assigns.

**‘You’** or **‘your’** refers to the Primary Account Holder.

### 3 THE CARD

#### 3.1 General Information

Cards will be issued up to 10 business days after an application for the Facility is approved and processed. After a Card is issued it becomes activate only if it has been used during the validity period, our agreeing to process a transaction to your account and creating a PIN for your Card.

Any Card that is no longer valid, cancelled or the account closed must immediately be destroyed by cutting the Card in half through the magnetic strip and the chip. You must securely dispose the pieces.

A cardholder’s PIN may be a four to six digits selected by you at the branch. A cardholder has the option of changing their PIN to one of their own choice at any time by visiting a BSP Branch. A PIN is effectively an electronic signature that cannot be forged.

You agree to promptly notify us of any change to your name, address or phone contact. Failure to do so may affect your ability to process transactions.

We may issue a new Card at any time. We also reserve the right not to re-issue or replace a Card.

#### 3.2 Opening an Account

We can choose to open a new Cardholder Account in your name for the purpose of this Credit Card Contract. If we do this, we can:

- issue a new Card and additional Cards
- require you to return your Card and all additional Cards issued on the first credit card account

- require you to cancel any periodic debits or subscriptions to the first credit card account
- transfer any amount you owe on the first credit card account to the new credit card account
- 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.

If we open a new Cardholder Account under the above clause, this Credit Card Contract continues to apply with the new Cardholder Account replacing the first Cardholder Account.

### 3.3 Credit Limit

Your Credit Limit is set out in your Letter of Offer and is for your account. There is no separate limit for Additional Cardholders linked to the Cardholder Account. You may visit any loan officer to increase or amend your Credit Limit.

You must operate your Cardholder Account with a credit balance or with a debit balance within your credit limit. 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;
- You must immediately make a payment to reduce the debit balance within that original credit limit.

### 3.4 Property in the Card

Each Card we issue to a Cardholder remains our property at all times. A Cardholder is required to return the Card to us:

- at our request;
- when a Card is cancelled;
- when a Cardholder Account is closed;
- when the Facility is terminated

### 3.5 Additional Cardholders

You being the Primary Account Holder, can request additional cards you nominate to operate on the card account, provided that the Cardholder is over the age of 18. After issuing the additional card(s) at your request, you:

- Are liable and agree to take responsibility in:
  - o Ensuring that the Additional Cardholder agrees and understands the terms and conditions of this Credit Card Contract.
  - o Settling the transactions including charges
  - o Manage the security of the Card when using the Card on Electronic Banking Terminals or on the Internet
- Authorise us to act on the instructions of the additional Cardholder except for:
  - o An increase to the Credit Limit on the card account
  - o Cancellation or termination of the card account



- o Replacement card should you cancel the additional cards

The Primary Account Holder must visit any BSP Branch or call us to terminate the additional card(s). You are liable in ensuring that the Card is unusable and in destroying the Card.

## 4 USING THE CARD

### 4.1 How to use the Card

The Card can be used on Electronic Banking Terminals throughout Fiji and overseas wherever the VISA Credit card logo is displayed.

The Card details can also be used on the Internet or over the phone for Card Not Present transactions. This process may require a One Time Passcode (OTP) to complete your purchase.

When making a purchase at an Electronic Banking Terminal the Cardholder should ensure that the transaction amount is correct before touching their Card, inserting their Card and or entering their PIN; signing; or consenting to authorise the transaction.

The table below shows how the Cardholder can use the Card:

<b>PURCHASE GOODS OR SERVICES</b>	
At BSP merchants in FIJI	By either touching or inserting the Card on the EFTPoS device and entering your PIN.
Using BSP Online Plus	By registering a Biller and making a payment. The payment using your Card is treated as a cash advance.
At BSP merchants outside of FIJI	By either touching or inserting the Card on the EFTPoS device and entering your PIN or signing the transaction slip (where applicable). You can also "Touch & Go" with your Card if the device supports contactless payments.
At non BSP merchants	By either touching or inserting the Card on the EFTPoS device and entering your PIN or signing the transaction slip (where applicable). You can also "Touch & Go" with your Card if the device supports contactless payments.
Over the phone	By quoting the Card number, customer name, Card expiry date and if required the Card 3 digit security code or Card Verification Value.

Over the internet	In using an Internet Payment Gateway or via a Card Not Present payment process by entering the Card number, customer name, Card expiry date and if required the Card 3-digit security code. If the merchant website you are using participates in 3D Secure you will need to enter a One Time Password to complete the transaction.
<b>WITHDRAW CASH (Cash Advance)</b>	
Using ATMs in FIJI	For cash withdrawals/advances and balance enquiries by selecting the credit option and entering your PIN.
Using ATMs overseas	For cash withdrawals/advances and balance enquiries (if available) by selecting either the credit option (depending on the ATM) and entering your PIN.
Using BSP Online Plus	By registering a payee and making a payment. The payment/transfer from your card account is treated as a cash withdrawal / advance.

## 4.2 Daily limits on withdrawals and purchases

The Bank determines the daily and monthly spend limits for each Cardholder for any electronic transaction using the Card. The daily and monthly spend limit for each Card is subject to our approval and we may change it for a particular Card at any time. These limits are available at [www.bsp.com.fj/ExchangeControlLimits](http://www.bsp.com.fj/ExchangeControlLimits)

Some Merchants and non-BSP ATMs may impose limits and certain restrictions. We do not have any control over these imposed limitations and we are not responsible for any loss, damage or cost you or your Additional Cardholders may incur as a result of these limitations.

## 4.3 Using your card overseas

### (i) Usage

Your Card should only be used for miscellaneous requirements which include travel and accommodation. It is not meant to be used for business import, service payment, capital repatriation, other similar type business, personal obligation, for unlawful purposes or the purchase of illegal goods or services prohibited by the Laws of Fiji.

You are required to inform the Bank if you intend to use your Card abroad. You may do so by visiting any Branch or contacting our Customer Contact Centre.

### (ii) Regulatory requirements

Use of the Card to pay for goods and services outside of FIJI is considered an overseas remittance. Under the Exchange Control

Act 1950, the Reserve Bank of Fiji Act 1983 and Income Tax Act 2015 (as amended from time to time),

- there are Balance of Payment reporting requirements which must be satisfied.
- business entities (and individuals) are prohibited from remitting overseas more than FJD\$120,000 per calendar year (or such other lesser limit as may be imposed by law) for non-import payments without a Tax Clearance Certificate.

As such we are obligated to; monitor Card usage, make enquiries into remittance activities, request supporting documentation, and ensure the timely completion and lodgement of prescribed forms. More information and changes to these requirements can be found on <https://www.rbf.gov.fj>

Failure to comply with the above could result in your Card services being suspended or withdrawn.

Please contact Customer Contact Centre should you have any questions in this regard.

### **(iii) Currency Conversion and Transaction Fees**

These fees apply to your account for transactions made overseas. Details of the foreign transaction fees are provided in your Credit Card Contract. If the amount of the transaction is more than your available balance, the Transaction may be rejected and no fees will be charged.

### **(iv) Surcharge**

A surcharge fee may be imposed when using another Bank ATM and/or EFTPoS terminal to make a cash withdrawal or purchase goods. Where applicable, you will be prompted by the ATM or advised by the merchant of the surcharge fee to either accept the fee or cancel the transaction. Surcharges will not appear as a separate item on your Account statement, but will be included in the total transaction amount shown.

### **(v) Exchange Rates and Conversions**

VISA will convert all foreign transactions into FIJI currency in accordance with its rules. Transactions incurred in a currency other than FJ Dollars will be first converted to US Dollars then to FJ Dollars which we debit to your Card account and reflected in your statement of account. Conversion is managed by VISA Credit Card International Incorporated. The conversion rate used is a wholesale market rate.

Some cross-currency transactions from overseas may be different from the amount that was originally authorised. This difference may be due to fluctuations in currency conversion rates between the date of authorisation and the date that the transaction is settled.

Foreign exchange rates quoted by BSP may not be used to convert foreign transactions made in foreign currency to Fiji dollars.

#### **(vi) Refunds**

In most cases, the conversion rate applied to refunds of a Transaction will be different to the conversion rate applied to the original Transaction. This may cause a difference from the amount that was originally authorised.

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.

If a merchant gives you a refund, we will credit the Cardholder's account only when we receive the completed refund instruction from the merchant.

#### **4.4 Using the Card at Merchants**

The Card will normally be accepted for the purchase of goods and services at any Merchant displaying the VISA logo.

Depending on the Merchant and Card limits, a Cardholder may also be able to withdraw cash in addition to the purchase.

The fact that the VISA logo is displayed by any Merchant is not a guarantee that all goods and services available at the Merchant can be obtained using the Card. Unless otherwise required by Law, we do not accept any liability:

- If any Merchant displaying the VISA logo refuses to accept the Card
- for goods and/or services purchased using the Card
- If any Merchant or another financial institution imposes limits or conditions on the use of your Card. You must deal directly with the financial institution or merchant on this.

Any complaints about goods or services purchased using the Card must be resolved directly with the Merchant concerned.

#### **4.5 Using the Card on ATMs in FIJI**

We may allow the Cardholder to access cash through ATMs based on the appropriate limits you choose when applying for the Card.

The Card may be accepted at any ATM displaying the VISA logo. Depending on ATM functionality, the Cardholder may be able to use the Card to withdraw cash or make a balance enquiry.

ATMs may have different transaction limits to the Card limits. This means cardholders may have to make two or more transactions before the Card's daily limit is reached.

We are not responsible if a financial institution refuses to accept the Card. 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, unless the Law says otherwise.

#### 4.6 Using the Card at ATMs outside FIJI

VISA is a worldwide ATM network through which cardholders can access cash by using their Card.

To access cash at overseas VISA ATMs, select the 'credit' option (when the option is available). Where the VISA ATM has no account selection facility, the ATM will automatically select the Cardholder Account if the Cardholder proceeds with the transaction.

We are not responsible if a financial institution refuses to accept the Card. You are not entitled to treat any promotional material displayed on any premises as a statement by us that you can use your Card, unless the Law says we are.

## 5 CARD AND PIN

### 5.1 Card Security

**To maintain security of the Card, a cardholder must:**

- (a) immediately sign on the signature panel on the back of the Card upon receipt;
- (b) when not used, keep the Card in a safe place;
- (c) use the Card only within its validity period; and
- (d) not give possession of the Card to anyone, including a friend or family member.
- (e) destroy the Card by cutting through the magnetic strip and the chip if the Card has been damaged or expired.

### 5.2 PIN Issuance

The cardholder will create a PIN known only to the cardholder. The PIN can be four (4) to six (6) digits and can be created at any branch.

A new PIN will not be generated with a renewal Card, on expiry of the Card. The cardholder will use the existing PIN with the renewal Card.

Where the cardholder is given a replacement Card, due to loss, theft or damage, a new PIN will be created at the Branch when issued with the replacement Card.

### 5.3 PIN Change

The cardholder may choose to change the PIN at any time by visiting any BSP Branch.

## 5.4 PIN Security

To maintain security of the PIN, a cardholder must:

- (a) try to memorise the PIN and destroy any written record of the PIN;
- (b) not disclose the PIN to anyone, including a friend or family member;
- (c) ensure no one is watching when the PIN is being entered into an Electronic Banking Terminal;
- (d) not record or keep a record of the PIN on, near, or with the Card; and
- (e) ensure when changing the PIN that the PIN selected is not obvious or be easily compromised e.g. date of birth, repeated numbers, etc.

## 5.5 Report a Security Issue

The cardholder must immediately notify us using the prescribed form on the web page or at a branch or by using the contact details at the end of these Terms & Conditions if:

- (a) the Card and/ or a record of the PIN is lost, stolen or compromised;
- (b) all relative information you have about the loss, theft or misuse;
- (c) there is an Unauthorised Transaction appearing on the Cardholder's Account; the Card has or may have been used without the cardholder's knowledge, consent or authority;
- (d) the Card is not issued with a PIN;
- (e) the Card and/or PIN is not working.

**The cardholder must report any Card and PIN Security issue to:**

- (a) your BSP Relationship Manager;
- (b) any of our customer service officers at our branches;
- (c) BSP Customer Contact Centre using contact details at the end of this document;
- (d) any bank or financial institution displaying the VISA symbol.

Upon notification, we will cancel the Card.

You can tell us by:

- Telephoning us using the emergency phone number listed at the back of the Card or on the back of this Terms and Conditions Contract;
- Advising any of our branches;
- Informing us using Online Plus Secure Message;
- Emailing our Customer Contact Team.

## 5.6 Card cancellation

We may cancel and/or place a stop on any Card at any time with or without notice to you if we believe that continued use of the Card may cause a loss to either the Account Holder or us.

Once a cardholder is notified of the cancellation, a cardholder must not use the Card. The cardholder must destroy the Card by cutting it through the magnetic strip and the chip.

The Account Holder or any cardholder may contact us to cancel their Card at any time by completing the prescribed form and/or contacting our Customer Contact Centre using contact details at the end of this document.

We will also cancel a Card if the Account Holder closes the Account Holder's accounts or closes a particular Cardholder Account.

### **5.7 Card Replacement**

If your Card is lost, stolen or becomes faulty or damaged, you must notify the Bank in writing by completing the prescribed form to stop the Card and to request a replacement Card. This form must be lodged at any BSP Branch or by contacting BSP using the contact details at the end of these Terms and Conditions. A new PIN will be issued together with your replacement Card.

We will issue the cardholder with a new Card and PIN where you or the Additional Cardholder(s) have submitted the prescribed form requesting a replacement Card.

### **5.8 Card Expiry and Renewal**

When the period of validity of a card expires a renewal Card will be generated by BSP and the cardholder is required to collect their renewal Card from the Branch or to their postal address. The expired Card must be destroyed by cutting it through the magnetic strip and the chip.

### **5.9 Card Limit**

BSP may change or impose any limit on an electronic transaction made available through any electronic channel. You can enquire on these limits by visiting any BSP Branch or calling our Customer Contact Centre.

You may contact any BSP Branch or our Customer Contact Centre to amend or increase your Card limit.

## **6 THE CHARGES**

### **6.1 Fees and Charges**

The fees and charges you must pay under this Credit Card Contract are:

- The credit fees and charges disclosed in your Credit Card Contract and Lending & Credit Card Brochure.
- Any applicable government charges
- Other fees & charges.

We reserve the right to impose fees and charges for the provision and operation of the Card. These fees and charges are available through a link at <http://www.bsp.com.fj/Personal-Banking/Credit-Cards>

We may waive fees under certain conditions. If we do waive a fee or stop collection of a fee to which we are entitled, we have not waived our right to collect that fee at a future time.

## 6.2 Interest Charges

### General

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.

We can change these reference rate or rates and any annual percentage rate by other means. We divide the annual percentage rate by 365 to get a daily percentage rate.

### How we calculate interest charges

Unless an amount is interest free, we calculate interest charges on amounts for:

- Purchases
- Interest on purchases
- Fees related to purchases
- Cash advances
- Interest on cash advances
- Fees related to cash advances and or transfers using Online Plus
- Joining and annual Card fees
- Other fees and charges other than the described fees and charges mentioned above
- Enforcement expenses

In each case from the date we debit each amount until the date it is paid in full.

### Interest free

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

- Purchases
- Fees related to purchases
- Joining and annual Card fees
- Other fees and charges other than the described fees and charges mentioned above
- Enforcement expenses debited to your account during a statement period where:
  - o The interest free conditions apply to the statement of account to which that period relates; and
  - o 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 o 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**

If, at the end of any day, the Cardholder 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**

We debit interest charges to the Cardholder 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.
- ii. interest charges calculated on cash advances debited to your credit card account. The interest charge is charged by applying the daily percentage rate. There is no interest free period for cash advances.
- iii. Otherwise:
  - o interest charges calculated on purchases, cash advances, fees and charges and enforcement expenses for each day in the statement period to which that statement of account relates; plus,
  - o if your Card facility is an “up to 55 day” Card facility and the interest free conditions apply to the previous statement of account 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.

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

## **6.3 Government Charges**

The Cardholder Account may be required to be charged with amounts due to revenue authorities or local/foreign agencies. These may be subject to Law and/or under agreement with such authorities.

## **7 TRANSACTIONS**

### **7.1 Authorised Transactions**

The Account Holder must ensure each Cardholder Account has sufficient funds or credit limits in place to cover transactions performed using the Card. All transactions will need to be authorised by us before they can proceed.

For example, if a cardholder uses their Card to purchase goods or services, prior to any transaction being completed, the merchant

involved in the transaction may obtain an authorisation for the transaction.

The purpose of this authorisation is to confirm that there are sufficient funds available for the transaction. This authorisation may be completed at a later time such as for hotel accommodation and car hire.

We reserve the right to refuse a transaction done using the Card if:

- there are insufficient funds in the Cardholder Account to cover the transaction.
- we have received an authorisation request for a transaction where the merchant category code provided with the transaction authorisation request that is recognised as gambling services.

The cardholder agrees that we can debit the Cardholder Account for all transactions done using the Card.

The cardholder can authorise transactions by:

- (a) using the Card alone or together with the PIN; or
- (b) presenting the Card to a Merchant and signing a voucher or other documentation acceptable to us authorising the Transaction; or
- (c) providing the Card Details to a Merchant to whom payment is to be made.

When the cardholder authorises a transaction, the cardholder confirms the validity of the transaction. Once the authorisation is obtained, it will reduce the amount of available funds in the Cardholder Account.

## 7.2 Mismatched authorisations

Some Merchants may request confirmation that there is sufficient funds in the account to meet the anticipated cost of goods and services they will supply (this is a common practice in hotels and car rental companies).

We treat this request as a 'request for authorisation'. Once the authorisation is made, the available funds are reduced by up to the amount anticipated by the merchant. This means the current balance may not indicate the correct amount until the authorisation is cleared and the Account Holder may find they have reduced funds in the account.

When the goods and services have been supplied the merchant may request a subsequent authorisation for the actual costs. This may have the effect of reducing the available balance further by the sum of two authorisation amounts.

### 7.3 Delayed authorisations

Transactions performed using the Card may take a number of days to be processed and charged to the Cardholder Account. If we gave an authorisation for the purchase or payment, the current balance may be greater than the available balance. Please consider this whenever reconciling the account statement and note we will only approve transactions against your available balance.

Transactions performed using the card may take a number of days to be processed and charged to the Cardholder Account. When we authorise a purchase or payment, the current balance may be greater than the available balance in the Cardholder Account.

### 7. Recurring Transactions

The cardholder may at any time authorise a Merchant to process recurring transactions on the Cardholder Account by providing the Card Details. We are not able to cancel a recurring transaction the cardholder sets up with a Merchant unless the cardholder cancels the authority with the Merchant and the Merchant agrees to the cancellation.

To cancel such an authority, the cardholder must notify the Merchant in writing at least 15 days before the next transaction is due to be processed. If the Merchant does not comply with the cardholder's request to cancel the authority, the cardholder must:

- send us a copy of the correspondence to enable us to dispute the relevant transaction or
- request for Card to be cancelled by the prescribed form and a new one issued.

### 7.5 Reversing a Transaction

A cardholder may be entitled to reverse a transaction (charge back) where the cardholder disputes a transaction made on the Card by a Merchant.

If we are satisfied that a cardholder is entitled to reverse a transaction, we will credit the Cardholder Account for the amount initially debited for the transaction.

You or the cardholder must immediately notify us of a disputed transaction. There are time limits imposed by VISA Scheme operating rules and if the cardholder does not notify us within these time limits, we may not be able to reverse a transaction and the Account Holder may be liable for the transaction.

### 7.6 Liability for Unauthorised Transactions

**You are not liable for losses resulting from Unauthorised Transactions where:**

- (a) it is clear that the cardholder did not contribute to the loss;

- (b) it is caused by the fraudulent or negligent conduct of our employees or agents or Merchants;
- (c) it occurs before the cardholder receives the Card;
- (d) it occurs after we have been notified by the prescribed form, of a security issue with the Card and PIN;
- (e) it is a result of the same transaction being incorrectly debited more than once to the same Cardholder Account.

**You will be liable for actual losses resulting from Unauthorised Transactions caused by a Cardholder if:**

- (a) you or the cardholder will be liable for losses resulting from transactions which are carried out by the user or by a third party with the Account Holder's consent and knowledge.
- (b) you or the cardholder unreasonably delay notifying us of the security issue with the Card and PIN;
- (c) you or the cardholder engage in fraud;
- (d) the cardholder voluntarily provided their Card and/or disclosed their PIN to someone including a friend or family member; or
- (e) the cardholder fails to protect the Card and PIN.

### 7.7 Verified by VISA transactions

You are not able to reverse a transaction authenticated using Verified by VISA unless BSP is liable as provided in your Electronic Banking Terms & Conditions.

### 7.8 Disputes and Queries

If you have a problem or complaint or know that an error has occurred on your account or a transaction performed, you should contact BSP using the contacts listed at the end of this booklet or email - [eb@bsp.com.fj](mailto:eb@bsp.com.fj)

Please provide BSP with the following information to better assist you.

- Account name, Card number and account number.
- Transaction details
- Value of the transaction and any additional information we may request for.

BSP will endeavour to address your enquiry or complaint immediately.

### What do you do if you are not satisfied?

If you are unhappy with the response and the steps taken to handle your dispute, query or complaint, you can contact an independent authority. The details are set provided below.

Reserve Bank of Fiji

Private Mail Bag

Suva, Fiji

Phone: +679 3313611

Website: <https://www.rbf.gov.fj/>

## 7.9 Pooling

Where pooling of transactions for two or more cardholders is required under your Facility, this will be achieved by setting up a VISA Credit card Expense Account that automatically sweeps funds to each Cardholder Account to cover transactions performed.

You must have sufficient funds or credit available in the VISA Credit card Expense Account to cover transactions performed by Cardholders.

This arrangement allows you to centralise funding for all cardholders and provides a consolidated bank statement that gives an overall view of expenses incurred by all cardholders.

VISA Credit card Expense Account (s) and Cardholder Account (s) shall have no direct linkage to your main business account (s) through such pooling arrangement.

## 7.10 Transaction Limits

The Bank or another party such as a merchant may limit the amount of any electronic transaction you can make in a day or a month. We can change any electronic transaction limit or impose new limits by giving you notice. You can call our Customer Contact Centre to enquire on these limits or visit our webpage [www.bsp.com.fj](http://www.bsp.com.fj)

## 7.11 Anti-Money Laundering and Counter-Terrorism Financing Obligations

Please be advised that we are committed to our legal obligation to adhere to all applicable Anti-Money Laundering/Counter Terrorist Financing requirements, including a full “Know Your Customer” or other equivalent due diligence process in respect of the cardholder.

Please note that:

- transactions may be delayed, blocked or rejected if we have reasonable grounds to suspect that the transaction:
  - o may breach any Law in Fiji or any other country.
  - o BSP and its correspondents are not liable for these transactions or any loss you may incur.
- BSP may require information/or documentation or carry out due diligence exercises from time to time.
- BSP will maintain records of prescribed information and/or documentation; and
- We will submit reports to regulatory authorities, where and when applicable.

BSP shall have no liability to the cardholder in instances where the cardholder is required to report information regarding the cardholder to applicable governmental, regulatory and/or Law enforcement authorities in Fiji or other countries.

BSP may decide to terminate the Credit Card Contract or cancel the card due to breaches of regulatory requirements; suspicion of Money Laundering/Terrorist Financing (ML/TF) activities or fraud or where the continuation of this Credit Card Contract has the potential to negatively impact BSP's reputation.

## 8 STATEMENT OF ACCOUNT

### 8.1 General

We will send the Account Holder a statement of account monthly. It is your responsibility and that of the cardholder to check the statement of account carefully and immediately notify us of any errors or discrepancies, for example transactions you or the cardholder believe to be unauthorised or disputed transactions. BSP will not be liable for losses resulting from unauthorised transactions caused or contributed by you and/or your cardholders and your and/or your cardholder(s) delay in notifying us of such issues.

Unless otherwise requested by you or the cardholder or where required to do so by law, we will mail a statement of account for the Cardholder Account to you each month. Alternatively, you may obtain your electronic statement using BSP Online Plus.

However, we need not send a statement of account if:

- No amount was credited or debited to your Cardholder 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 Cardholder 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.

### 8.2 What will appear on my statement of account?

Statement of accounts show all amounts credited or debited to your credit card account during the statement period. Amounts credited or debited on your statement of account are expressed in Fijian currency.

Debits to the Cardholder Account will be due to the following:

- FJD equivalent of all purchases
- FJD equivalent of all cash advances
- Fees and charges set out in your Credit Card Contract.

Cardholder(s) should keep all vouchers and transaction records given to them when using the Card. The Account Holder and cardholder can use these to verify the transactions on the Cardholder Account.

## 9 PAYMENTS

### 9.1 General

We do not treat a payment as made until we credit the Cardholder Account. If you have any other credit contracts 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.

We decide how we apply payments and other credits to the Cardholder 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 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).

### 9.2 Minimum Repayments

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 overdue
- The balance of the minimum monthly repayment due is payable by the due date shown on that statement of account.

Over the limit amounts need to be cleared immediately. The due date for all cardholder accounts is 26 days from the statement date.

### 9.3 How to make payments

You can make payments to your Card account by:

- making a deposit (cash or cheque) at any BSP branch.
- mailing your cheque payable to Bank of South Pacific Limited to the address provided in your statement of account.  
DO NOT SEND CASH THROUGH THE MAIL. Payments should reach us before the due date to avoid penalties or late payment charges.

- transferring funds using BSP Online Plus.

You may in the month, make payment(s) which accumulatively exceed the amount of your minimum monthly payment. If drawings are made against a deposited cheque, before it has been paid by the financial institution on which it is drawn, your account will be debited if the cheque is subsequently dishonoured.

If you do not pay the minimum monthly due in any month by its due date as set out in your statement or do not make payment, you will be liable for late payment charge in accordance with this Credit Card Contract.

If you cannot pay the minimum amount by the due date, you should contact us immediately. We may be able to help you.

## 10 CANCELLATION AND TERMINATION

### 10.1 Termination by us

The banking relationship which exists between us may be ended by either party at any time and we may withdraw any product or service, at any time.

We will not normally close your account or withdraw a product or service until we have given you at least 7 days' notice setting out the relevant details. However, there may be circumstances where we close your account or withdraw a service without prior notice or with less than 7 days' notice. We may choose to use electronic communication channels or via Online Plus or SMS message. While not an exhaustive list, examples are:

- i. if we believe the continued use of the Card may cause loss to either the cardholder or us;
- ii. if we must comply with a court order;
- iii. if you have acted unlawfully;
- iv. if you have breached any of our specific terms or these Terms and Conditions;
- v. if you do not agree to any changes we make to the Terms and Conditions;
- vi. if your account is used, or attempted to be used, for an improper purpose;
- vii. if there is a need to restore or maintain the security of our systems or of individual accounts; or
- viii. if you have tampered with, misused or allowed a Third Party to use your Card.

The termination of the Credit Card Contract by the Bank in these circumstances is not considered to be a breach of the Terms and Conditions or any other contract that exists between you and the Bank.



The Bank will not be liable for any consequential loss or damage you suffer as a result either directly or indirectly from the termination of your Credit Card Contract or the withdrawal of a product or service. We will request that you return any Card issued by us relating to that account.

Any funds remaining in your account at time of closure will be returned to you, subject to any terms and conditions, fees or charges or interest applying to those funds and taking into consideration any unprocessed transactions. If there is any dispute over these funds we may not be able to return them to you until the dispute is resolved. Any amount owing by you will be regarded as debt due and payable by you to us.

### **10.2 Cancellation by us**

We may cancel a Card or refuse authorisation of further transactions on a Card at any time without prior notice to you or the cardholder if:

- (a) we believe that further use of the Card may cause loss to you or to us;
- (b) to protect you or us from fraud, BIN attacks, regulatory risk or other similar type losses;
- (c) there has been no transactions (except for fees or charges) on the Cardholder Account for more than three (3) consecutive months or in default; or

### **10.3 Cancellation by Cardholder or Account Holder**

You or the cardholder may contact us and request us to cancel the Card. If the Card is cancelled and the Cardholder Account closed, any funds in credit balance on the Cardholder Account is paid to you subject to any fees and charges and other amounts owing to us on the Cardholder Account.

It is important that where a Cardholder Account is to be closed, the cardholder informs the Merchant or other Third Party where a standing authority has been set up that the Cardholder Account will be closed. We are not liable for any loss, claims or liability you or the cardholder may incur as a result of the Cardholder Account closure.

When a Card is cancelled, the Card must not be used. The Card should be destroyed and returned to us. Any amount owing by you will be regarded as debt due and payable by you to us.

## **11 CHANGES TO THESE TERMS AND CONDITIONS**

BSP reserves the right to vary, change or withdraw a product or product brochure at any time.

BSP may alter these Terms and Conditions at any time by giving not less than 7 days' notice to you, either by:

- i. direct communication with you (e.g. by letter, by email, by fax or by telephone); or
- ii. an advertisement in a major newspaper.

Where these Terms and Conditions are set out on our website, change will also be noted there.

You are deemed to have accepted any changes to the Terms and Conditions through your continued use of the Card.

**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 payments of repayments.
- imposing new credit fees and charges.
- changes to the amount or frequency of payment of other fees and charges.
- imposing new other fees and charges.
- changes to the purchase or cash advance limit from a Nominated Account by use of a card.
- changes that reflect our risk associated with you, your Card and any security.
- are administrative or correct a mistake or omission.

We can also change this Credit Card Contract to introduce a default rate of interest.

We will notify you when we:

- change any reference rate that applies to this Credit Card Contract. 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.
- change any annual percentage rate, we will notify you either by advertising or by writing to you not later than the day on which the change takes effect.
- change in the manner in which interest is calculated or applied under this Credit Card Contract. Where such a change does not reduce your obligations, we will give you at least 30 days prior notice. Where such a change reduces your obligations, we will notify you by providing such particulars of the change as required by law before or when we provide your next statement of account after the change takes effect.
- 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 give you at least 30 days prior 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

required by law before or when we provide your next statement of account after the change takes effect.

- change the amount or frequency of payment of a credit fee or charge or impose a new credit fee or charge. Where the change does not reduce your obligations or does not extend the time for payment, we will notify you at least 30 days prior notice either by advertising or by writing to you. If we notify you by advertisement, we will also provide such particulars of the change as required by law before or when we provide your next statement of account after the change takes effect. Where the change reduces your obligation 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
- make any other change to the terms of this Credit Card Contract or the way it operates, or both. We will do this either by writing to you or by advertisement or both.

BSP may not notify you in advance when a change is necessitated by an immediate need to maintain the security of our systems or of our Card accounts.

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.

In the event you do not agree to any change to the Terms and Conditions, you must contact and advise the Bank immediately in writing. The Bank may elect to close your account in the event you do not agree to any changes to the Terms and Conditions.

## **12 PRIVACY AND CONFIDENTIALITY**

You may access your personal information held by BSP at any time by contacting BSP using the contact details provided at the end of these Terms and Conditions. A fee may apply for this service.

It is your responsibility to ensure your personal information held with BSP is accurate, complete and up to date.

### **12.1 Disclosure of your Personal Information**

**Unless prohibited to do so by law we may disclose your personal information to:**

- i. other organisations to help us to assess financial risk or to recover debt;
- ii. credit reference agencies;
- iii. other members of the BSP Group including BSP advisers, consultants or service providers, any of the bank's subsidiaries, branches, head office or representatives;

- iv. any authority, regulator, government agency, or a Court of competent jurisdiction in any jurisdiction as the Bank may in its absolute discretion consider appropriate, necessary or advisable;
- v. other organisations to assist us in compliance obligations in respect of sanctions, anti- money laundering, counter terrorism financing and proceeds of crime;
- vi. the United States Internal Revenue Service to assist us in compliance with our obligations under our arrangements regarding the Foreign Account Tax Compliance Act (“FATCA”).

## 12.2 BSP's Collection of Information

### **BSP may collect and use your personal information:**

- i. to assist in providing information about a product or service;
- ii. to consider your request for a product or service;
- iii. to enable BSP to provide a product or service;
- iv. to tell you about other products or services that may be of interest to you;
- v. to assist in arrangements with other organisations (such as subsidiary companies) in relation to the promotion and provision of a product or service;
- vi. to perform other administrative and operational tasks (including, but not limited to risk management, systems development and testing, credit scoring, staff training, and market or customer satisfaction research);
- vii. to prevent or investigate any fraud or crime (or a suspected fraud or crime);
- viii. as required by relevant laws, regulations, codes and external payment systems.

BSP will not collect sensitive information about you, such as health information without your consent.

## 13 GENERAL MATTERS

### 13.1 Disruption of service

Cardholders should allow sufficient time to make transactions overseas as banking service may be disrupted on some occasions. A 'disruption' is where a service is temporarily unavailable due to communication problems or where a system or equipment fails to function in a normal or satisfactory manner.

Where our equipment or system is unavailable for use or malfunctioning, our responsibilities will be limited to the correction of any errors on your account. We will not be liable for any losses you incur caused by the failure of our equipment or systems to process a transaction or instruction.

### 13.2 Force Majeure

To the extent permitted by law, BSP will not be liable to you for any loss or damage (whether direct or consequential), nor be in

default under these Terms and Conditions for failure to observe or perform any of its obligations under these Terms and Conditions for any reason or cause which could not, with reasonable diligence, be controlled or prevented by BSP, including, acts of God, natural disasters, acts of government or their agencies, strikes or other industrial action, fire, flood, storm, riots, power shortages or failures, sudden and unexpected system failure or disruption by war or sabotage.

### 13.3 Notice

BSP may give notice:

- Personally to you, in which case the date of delivery is the date on which you receive the notice.
- By Mail, whereby notice is taken to have been given on the day it would have been delivered in the ordinary course of post, if BSP mailed it to your last known address recorded at BSP in respect of your Account
- Electronically to your email address, or other electronic mail address, last known to BSP
- To any person nominated by you to receive such notices, documents or information.

### 13.4 Waiver

Where BSP waives any rights or powers arising under these Terms and Conditions, such waiver shall be in writing signed by BSP. A failure or delay by BSP to exercise, or partial exercise, of a right or power under these Terms and Conditions does not result in a waiver of that right or power.

You may not rely on any conduct, representation or statement by BSP or its employees or agents as a defense to the exercise of a right or power conferred on BSP by these Terms and Conditions.

### The laws that apply:

This contract is subject to the Laws of the Fiji Islands.

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

Bank of South Pacific Limited  
Private Mail Bag  
Suva

Head Office  
Level 12, BSP Suva Central Building,  
Corner of Renwick Rd & Pratt Street,  
Suva, Fiji.

For any queries on these Terms and  
Conditions, Breach of Security of your  
Card and PIN or General enquiries:

☎ 132 888 (calling within Fiji) or  
+679 321 4300 (calling from overseas).

✉ [bula@bsp.com.fj](mailto:bula@bsp.com.fj)

🌐 [bsp.com.fj](http://bsp.com.fj)

👤 Visit your nearest BSP branch

🌐 SWIFT Code - BOSPFJFJ  
BSB Number - 069

