

# Sagicor Bank Credit Card Terms & Conditions

These Sagicor Bank Credit Card Terms and Conditions (the "Agreement") state the terms and conditions under which any Sagicor Bank Credit Card is issued to you.

By accepting and using the Sagicor Bank Credit Card or Credit Card Cheques as well as any renewal or replacement card(s), you: (i) acknowledge that you have received a copy of this Agreement; (ii) acknowledge that you have read, understood and agree to be bound by this Agreement; and (iii) warrant that the information supplied by you on the Sagicor Bank Credit Card application form is true and correct.

Your completed Sagicor Bank Credit Card application forms part of this Agreement. If you applied for your Sagicor Bank Credit Card on-line or via telephone you acknowledge and agree through the use of the Card that it was issued on your verbal or electronic credit card application and authorization and you further agree and acknowledge that the Bank shall rely on this verbal or electronic approval and authorization for whatever purpose deemed necessary.

These Terms and Conditions shall be governed by and construed in accordance with the laws of Jamaica.

## 1. DEFINITIONS AND INTERPRETATION

Unless the context otherwise requires throughout this Agreement:

- a) Words denoting the singular include the plural and vice versa;
- b) Words importing a gender include every gender;
- c) The word "person" includes any individual, company, firm, partnership, joint venture, association, sole proprietorship or other incorporated or unincorporated entity.
- d) Words such as "we", "us", "our" or words of similar import means the Bank.
- e) Words such as "you", "your" or words of similar import means the Cardholder(s);
- f) The following expressions have the meanings stated hereunder:

"Account" means the Cardholder's credit card account.

"ABM" means an Automated Banking Machine operated by any financial institution participating in the card Association network accessible using a Credit Card.

"Authorized User" means each person whose name is embossed on a Card at the request of the Cardholder and named, as a permitted user of the Card on the Cardholder's Card account.

"Authorized Person" means each person, not being an Authorized User, expressly or impliedly authorized by the Cardholder to use the Card.

"Cash Advance" means accessing cash whether through an ABM or over the counter.

"Cardholder" means the person to whom a Sagicor Bank Card has been issued by the Bank.

"Credit Card Cheques" means personal cheques issued to a Cardholder which are drawn on the Cardholder's credit card account. Credit Card

Cheques will not be issued to holders of the Sagicor Bank Business Credit Cards.

"Credit Limit" means the maximum credit being extended to the Cardholder as determined by us and notified to the Customer from time to time.

"Other Charges" means any charge the Bank may post to your Account. These may include, and shall not be limited to, annual fees, additional card fees, late payment fees, over limit fees, Cash Advance fees and insurance premiums.

"PIN" means a Personal Identification Number selected by the Cardholder and used to execute or to authorise a transaction in conjunction with the Card.

"Purchases" means buying goods or services.

"Sagicor" means Sagicor Bank Jamaica Limited or Sagicor Life Jamaica Limited as the case may be.

"Statement Cycle" means the number of days between one statement date and the next statement date.

"the Bank" means Sagicor Bank Jamaica Limited.

"the Card" means the Sagicor Bank Credit Card which carry the VISA or MasterCard name issued by Sagicor Bank Jamaica Limited. "the Card" also includes the Card number and PIN unless otherwise specified.

Unless otherwise stated herein, this Agreement shall not replace but shall be in addition to any other agreements you have with us. The Section headings in this Agreement are for convenience only and shall not be used as an aid to interpretation.

## 2. YOUR RIGHTS AND OBLIGATIONS

### Using the Card

You can use the Card and Credit Card Cheques wherever they are accepted for Purchases and for other purposes the Bank may authorise from time to time. You can obtain Cash Advances at any ABM displaying the card Association logo on the card you received from Sagicor Bank or from financial institutions that accept the Card, by using the Card, together with your PIN as required. When you receive the Card you must sign it immediately and take every reasonable precaution to keep it safe. We will not be liable if a merchant, a business or an ABM does not accept the Card or Credit Card Cheques for any reason. You may only use the Card and Credit Card Cheques for legal and genuine transactions. You will give the Bank such financial statements and information as the Bank may from time to time request to keep your file up to date.

The use of the Card will always be subject to any statutory restrictions/ regulations that the Bank of Jamaica or any other governmental or other regulatory authority may impose. You acknowledge and accept that any transaction which the Bank considers to be in breach of any such statutory restrictions/regulations/procedures could be declined by the Bank.

### **Repayment and Liability**

When you use the Card and/or Credit Card Cheques, and/or allow others to use them, you incur a debt. Interest, service charges and annual fees that we charge you under this Agreement, will be added by us to your debt and will form part of it. You agree to repay the debt to the Bank by the due dates set out in your credit card statement.

Your liability shall include such indebtedness incurred by an Authorized User or Authorized Person on the Account. If you or an Authorized User or Authorized Person, signs a sales draft or cash advance draft or gives the Account number or PIN to make a purchase, without presenting the Card at the time of the transaction, the legal effect shall be the same as if the Card was presented by such Cardholder/Authorized User/Authorized Person. Every Authorized User is jointly and severally liable with the Cardholder for all indebtedness and interest incurred by the Authorized User or with the Authorized User's Card.

### **Foreign Currency Transactions**

The amount of any Purchase(s) or Cash Advance(s), in any currency other than the currency of the country in which the Card is issued, will be billed and payable by you in the currency in which the Card is issued. Where necessary, conversion from a foreign currency to local currency will be made by us at a rate of exchange determined by the Bank on the date notification of your Purchase or Cash Advance is received and the relevant amount is charged to your Account. The rate of exchange used for the conversion may include or take into account any fee or expense incurred by the Bank as a direct result of the Purchase(s) or Cash Advance(s) being made in a currency other than the currency in which the Card is issued or in a country other than the country in which the Card is issued.

### **Minimum Monthly Payment**

If you do not repay your debt in full by the due date stipulated on your credit card statement, you agree to make a minimum monthly payment or any amount greater than that. The minimum monthly payment will be a percentage of the full balance of your monthly statement. Payments can be made at any branch of the Bank, or through any alternate payment channel offered by the Bank from time to time including via the Internet, ABM, automatic account debit, by telephone banking, where available and by providing instructions for payment by such other electronic means permitted by the Bank where the Cardholder has executed the Bank's agreement for providing instructions by electronic means. Payments not made at the branch may take up to two working days to process.

You acknowledge that if you do not make payments in accordance with the terms of this Agreement by the payment due date the Bank may charge the account with a late fee which shall become part of the indebtedness. The Bank also reserves the right to block the use of your Card until proper payment is received in keeping with this Agreement and/or the monthly statement.

Additionally, if you do not make at least your minimum payment by the payment due date stipulated on your monthly credit card statement, we may, at our discretion, increase the interest rate applicable to all new and existing balances on your Account. You will pay interest on your new and existing balances on your Account at such rate as may be shown on your statement. You will continue to pay the higher rate of interest until such time as you have paid at least the minimum payment by the payment due date shown in your monthly statement for six (6) consecutive months.

### **Automatic Account Debit**

You may ask us to debit your bank account each month on the payment due date for either the current month's minimum payment due or the full balance or a specific amount greater than the minimum payment due when you apply by completing and signing the required form. You may advise us in accordance with the terms of this service if you wish to revoke your authorisation for automatic account debit.

### **Non-receipt of Credit Card Statements**

In the event that you fail to receive your monthly credit card statement whether due to disruption of electronic or regular mail services, you must take steps to ascertain the balance of your Account and make payments. Your statement will be deemed to have been delivered to you 5 days after it is dispatched by the Bank, whether or not it is received by you.

### **Requesting Cardholder Services**

From time to time the Bank may offer optional services which will be available to you at an additional cost. You understand that all services available with the Card may be governed by separate agreements or authorisations by which you agree to be bound. Some of these services are supplied by firms independent of us and that the Bank will not be liable for any actions or inactions of those third parties.

### **Loss, Theft or Unauthorised Use of the Card**

The security of the Card, PIN and Credit Card Cheques is your responsibility. You will inform us immediately by telephone and in writing about the loss, theft or unauthorised use of the Card, PIN or Credit Card Cheques. If you even suspect unauthorised use, you will let us know immediately. Until further notice such information shall be supplied to the Bank by telephone, toll free in Jamaica at 1-888-SAGICOR (724-4627), as well as in writing to Sagicor Bank Jamaica Limited, The Sagicor Bank Building, 17 Dominica Drive, Kingston 5, Jamaica, W.I. You may also contact the relevant card associations at the numbers indicated at the back of your card. If the Card and/or Credit Card Cheques are lost or stolen you will be liable for all debts resulting from their use, until you have told us that they have been lost or stolen. If you have previously authorised someone to use the Card or Credit Card Cheques, and have subsequently withdrawn your authorisation, you will continue to be liable for all debts incurred by their use until they have been surrendered to the Bank.

### **Keeping Your PIN Confidential**

You agree to keep your PIN separate from the Card at all times. If you do not keep your PIN confidential, or if you keep the Card and your PIN in a way that would enable someone else to use them together, you will be liable for all debt, including interest arising from their unauthorised use.

### **Changing Your Address**

You, as the main cardholder, will inform us in writing if you change your physical or electronic mail address.

### **Errors in your Statement**

If your statement contains any errors, you must inform us in writing within 30 days of the date of the statement. Unless we have received written notification of errors on your statement or notice of non-receipt of your statement at the expiration of the 30 days from the date of the statement, then except as to any errors that have been notified to the Bank, it shall be settled conclusively between the Bank and you that the statement contains no errors.

### **Disputes**

If a dispute arises about a transaction for which you used the Card or Credit Card Cheques, it is recommended that you settle it directly with the merchant or business concerned. We are not responsible for any failure to supply, or lack of suitability or quality of, any goods or services purchased from merchants or businesses using the Card or Credit Card Cheques. You agree to indemnify the Bank in respect of all claims arising from any such dispute with or by the merchant or any third party. If this method fails, a chargeback can be initiated which we will assist you with, but make no commitment that we will resolve.

### **Cancelling this Agreement**

You can cancel this Agreement by telling us in writing that you want to do so and returning the Card(s) and Credit Card Cheques to us. The Bank may also cancel this Agreement by telling you in writing. Throughout the duration of this Agreement the Card(s) and Credit Card Cheques are and shall remain the property of the Bank and you are required to return them to us, or someone acting on our behalf when we request their return. If either of us cancels this Agreement, you will still be required to pay your debt and any other amounts you owe to the Bank in full.

### **Observing the Card's Expiry Date**

The Card has an expiration date. You agree not to use the Card after its expiry date. If it is used, you agree to pay any debts incurred by such usage.

### **Credit Limit**

Your Credit Limit will be advised to you when you receive the Card and will also be noted on your monthly statement. The Bank may increase or reduce your Credit Limit without telling you in advance. You agree that your debt will not exceed the Credit Limit that will be communicated to you from time to time. You agree to pay all the indebtedness and interest whether or not the indebtedness exceeds the stipulated credit limit.

### **Securities**

You acknowledge that securities held by the Bank on any other account whatsoever to secure repayment of all moneys owed by you to the Bank from time to time shall be held by the Bank to secure the repayment of all moneys owed on the Account. The Bank may exercise its powers under the said securities in accordance with its provisions to ensure collection of all monies owed on your Account.

### **Pre-Authorised Payment Transactions**

You are responsible for providing merchants with adequate, correct and up-to-date information for any pre-authorized payment transactions you wish to be charged to your Account including advising merchants if the Card number or expiry date changes. We are not liable if any pre-authorized payment transactions cannot be posted to your Account and you are still liable to the merchant for these transactions. It is your responsibility to contact merchants if you want to discontinue any pre-authorized payment transactions and then to check your monthly statements to ensure the transactions have been discontinued.

### **Special Offers**

From time to time, we may make offers to Cardholders. The offers can include loyalty programs, payment moratoriums, extended payment due dates or lower interest rates for certain portions of your balance including Cash Advances, Purchase Promotions and Credit Card Cheques. A special offer may be for a limited period of time and have additional terms and conditions. These additional terms and conditions may temporarily override some or all the terms and

conditions in this Agreement. If you take any action which indicates that you are participating in a special offer, you will be bound by the terms and conditions applicable to the special offer. Once the special offer ends, all terms and conditions of this Agreement will apply including those related to interest and payments.

### **The Bank's Records are Conclusive**

You agree to accept our records of a transaction and the amount of your debt as accurate and conclusive unless you can provide contrary evidence that is satisfactory to us.

### **Your Obligation to Supply Information**

We are required by regulations to maintain and periodically update information on our clients; we may therefore request that you supply us with your personal and financial information from time to time. You must satisfy all information requests made by us in a timely manner and provide accurate and complete information in response to our requests. Additionally, if there is a change in any of the information you have supplied to us, you must notify us of such change within a reasonable time thereafter. Failure to provide us with the required information may lead to us cancelling this Agreement.

## **3. OUR RIGHTS AND OBLIGATIONS**

### **Interest on Purchases, Cash Advances & Other Charges**

The interest charge on your monthly statement is calculated separately for Purchases and Cash Advances, additionally, your statement will reflect Other Charges which have been posted to your Account and which will form a part of your debt.

### **Interest on Retail Purchases and Other Charges**

We will not charge you any interest on Purchases and other applicable Charges listed on your current statement if we receive your payment for the full balance on your current statement by the payment due date shown on your statement at our branch office, online or any other means of payment available. If we do not receive your full payment by the due date, we will charge interest at our then current annual rate on each Purchase and Other Charges from the date of the transaction to the date it is repaid in full. Interest will be payable on outstanding Purchases and Other Charges carried forward from statements prior to the current statement until they are repaid in full.

Interest on Purchases and other applicable Charges for the current Statement Cycle is calculated by using the average daily balance method. The daily balance is calculated by taking the beginning balance of Purchases and other applicable Charges on your Account, adding any new Purchases, debit adjustments for Purchases and other applicable Charges as of the transaction date, and subtracting any payments or credit adjustments applied to Purchases and Other Charges. The average daily balance is calculated by dividing the total of all daily balances in the previous Statement Cycle and all daily balances, less new Purchases and Other Charges, in the current statement cycle by the number of days in the current and previous statement cycles. The current annual interest rate will then be charged at the relevant rate if the current statement balance is not paid in full by the payment due date shown in your monthly statement.

Charges are posted to your Account at the end of your cycle as a debit. Total interest charges will be the sum of the interest charges on Cash Advances and the interest charges on Purchases and Other Charges. There may be minor variations due to rounding.

### **Interest on Cash Advances**

If you use the Card to obtain a Cash Advance, or if you use a Credit Card Cheque, we will charge you interest on each transaction from the date of the transaction to the date it is repaid in full. Interest is also calculated on your Cash Advances using the average daily balance method.

### **Information about Interest Rates, Service Charges & Annual Fees**

When we first give you the Card, we will also give you a copy of our schedule of fees and charges. The annual fee will appear on your first monthly statement and is not refundable. In subsequent years, annual fees will be charged on the anniversary statement each year. If we change any of these rates or amounts, we will advise you.

### **Application of Payments**

We apply your payments first to any service charges or fees, then to transaction fees. Next, we apply them to previously billed interest charges, then to any previously billed Cash Advances and previously billed Purchases, then to any unbilled charges applied to your account. If any payment made by you exceeds the amount you owe to the Bank then the Bank may, at its option, return to you the amount by which your payment exceeds the amount that you owe if your credit card account is closed. The amount may be returned to you in the form of a cheque which will be mailed to you or by such other method as the Bank may deem appropriate.

### **Applying a Credit Voucher**

If a merchant or business issues a credit voucher, we will reduce your debt by the amount of the voucher when we receive it.

### **ABMs, Internet Banking and Telephone Banking**

The amount you can withdraw each day as a Cash Advance from an ABM and the availability of ABM services may vary from time to time and from one financial institution to another. We are not liable for any loss or damages you may suffer because of your use of an ABM or because of any failure to provide ABM, Internet or Telephone banking services (where available). We are not responsible for informing you of any mechanical failures of an ABM or for telling you when these services are changed or withdrawn.

### **Monthly Statements**

Monthly statements are only prepared on business days, so your monthly statement date may vary from month to month. We will send monthly statements to the main cardholder only by Internet, electronic mail or ordinary post as we deem appropriate.

### **Our Right to Call in the Entire Debt**

We may require you or your estate to pay your total debt immediately if you do not carry out your obligations under this Agreement; if you become bankrupt or insolvent, or die, or upon legal attachment, levy or execution against you, your estate or your property; or if the Card, Credit Card Cheque or PIN is used contrary to this Agreement.

### **Payment of Costs and Expenses**

Should it be necessary for the Bank to enforce its rights hereunder in any legal action you will indemnify and reimburse the Bank for all costs and expenses including reasonable attorney's fees incurred as a result of such legal action.

### **Unenforceability of certain parts of this Agreement**

If any part of this Agreement shall be held by a Court of competent jurisdiction to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remainder of this Agreement shall not in any way be affected or impaired. We shall be entitled to replace any part

of this Agreement so held to be invalid, illegal or enforceable with a new enforceable provision.

### **Card Replacement**

We may replace the Card once it has expired. If you need to replace the Card for any reason, please contact our Customer Service Centre toll free at 1-888-SAGICOR (724-4627) to request a replacement. You will be required to provide personal information which may include the Card number, full name, transaction history and copies of accepted identification. A fee may be charged for a replacement card.

### **Third Party Services**

We may use the services of third parties in connection with keeping and maintaining your Account. Consent is given for the sharing of information with such third parties for the purposes of processing information relating to your Account, providing contingency backup of data, providing offers or services or any other proper banking purpose. In such a case, we will not be liable to you by reason of any act, delay or omission of third parties in the performance of the services required of them.

### **Amendments to this Agreement**

We can unilaterally change this Agreement or the services that are available with the Card, but we will give you notice in writing before we do so. Notice in writing to you about anything under this Agreement or any other matter relating to the Card or Credit Card Cheques shall be deemed effected when we send you the information by a statement message, electronic mail, post a notice on our website, telegram, fax transmission or mail, hand deliver it to the last address you gave to us, or in our respective branch offices. When we give notice to the main cardholder, notice to alternate cardholders shall also be deemed effected.

### **Consent of Disclosure of Information**

The Bank may during the course of the relationship with the Cardholder collect financial and other information about the Cardholder, such as (i) information to establish and maintain the banking relationship with the Cardholder; (ii) information related to transactions arising from the Cardholder's relationship with and through the Bank; (iii) information for the provision of products and/or services; (iv) information provided by the Cardholder on any application for the Bank's products and/or services; and (v) information about financial behaviour such as the Cardholder's payment history and credit worthiness.

The Bank may obtain this information from different sources including from you, from any licensed Credit Bureau, other financial institutions (including correspondent banks) as well as from other sources. This information may be used or disclosed for the following reasons:-

- a. To open and operate your Account(s);
- b. To provide you with products and services which you may request;
- c. To determine your eligibility for products and services which the Bank may offer;
- d. To help the bank manage its business and relationship with you;
- e. In the Bank's discretion necessary or desirable to protect the Bank's interest
- f. To maintain the accuracy and integrity of the information held by any licensed credit bureau;
- g. As required or permitted by law

For the above purposes, the Bank may make this information available to its employees, agents, the International Provider and services providers wherever located who are required to maintain the confidentiality of this information and the Cardholder expressly understands and acknowledges that the Bank may outsource the processing and storage of information to a country outside of the country in which the Card is issued and that law enforcement and/or governmental authorities in these countries may, under applicable legislation or statutes access the information and data.

The Bank may also provide this information to financial institutions (including correspondent banks) or persons or entities with whom the Cardholder has or may have financial or other dealings and wherever located. Upon the Cardholder's request, the Bank may give this information to other persons or entities. The Bank may also use this information and share it with Sagicor Group companies including its parent company, affiliates, associated companies and subsidiaries wherever located in order to manage its risk and operations and those of Sagicor Group and to comply with valid requests for information about the Cardholder from regulators, government agencies, public bodies and other entities who have a right to issue such requests. The Cardholder understands that the Bank and other Sagicor Group companies are separate, affiliated corporations. Sagicor Group companies include affiliates which are engaged in the business of providing one or more of the following services to the public: deposits; loans and other financial services, credit charge and payment card services; trust and custodial services; securities and brokerage services and insurances services.

The Bank may use the Cardholder's information to promote its products and services to the public and promote product and services of third parties which may be of interest to the Cardholder. The Bank may also, where not prohibited by law, share the Cardholder information with Sagicor Group companies for the purpose of referring the Cardholder to them or promoting to the Cardholder, products and services which may be of interest to the Cardholder. The Cardholder acknowledges that as a result of such sharing the Sagicor Group companies may advise the Bank of those products and services provided to the Cardholder by the Sagicor Group companies. If the Cardholder also deals with other Sagicor Group companies, the Bank may, where not prohibited by law, consolidate this information it has about the Cardholder to allow the Bank and any of them to manage the Cardholder's relationship with the Sagicor Group companies and the Bank's business. For the above purposes, the Cardholder agrees that the Bank shall not become liable by reason of the giving of any such information or of it being inaccurate or incomplete.

#### **4. GENERAL**

##### **Additional Terms and Conditions for Business Cardholders**

This credit card shall not be used in a manner to promote:

- (a) the making of a loan or quasi-loan to the director(s) of the Customer or its holding company;
- (b) the entering of any guarantee or to provide any security in connection with a loan or quasi-loan made by any person to such a director;
- (c) the entering into a credit transaction as credited for such director or a person connected;
- (d) the entering into any guarantee or to provide any security in connection with a credit transaction made by any other person for such a director or a person connected.

##### **Force Majeure**

We shall not be liable if we are unable to perform our obligations due directly or indirectly to the failure of any machine data processing system or transmission link or to industrial dispute or to a cause out of our control or that of our agents, servants or sub-contracts.

##### **Succession and Assignment**

This Agreement contains the continuing consent and agreement of the Cardholder and shall extend to and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns as permitted herein and shall enure to the benefit of the Bank and its successors and assigns. The Cardholder shall not be entitled to transfer or assign all or any of its rights, benefits or obligations under this Agreement without the prior written consent of the Bank (and/or any of its affiliates where necessary). The Bank may at any time without the prior approval or consent of the Cardholder transfer or assign all or any of its rights, benefits or obligations under this Agreement to any of its affiliates or any other person. The Bank may disclose to potential or actual transferees or assignees, confidential information regarding the Cardholder, (including any such information provided by the Cardholder to the Bank) and the Bank shall not be liable for any such disclosure.

##### **Credit Reporting Notice**

The Bank may request or disclose credit information about you from/to licensed credit bureaus in accordance with the Credit Reporting Act. You consent to the Bank requesting your credit information from licensed credit bureaus and to the use of your credit information in order to provide banking and related financial services to you and to update existing credit information maintained by the Bank.

##### **Contact**

If you have a problem regarding a transaction attempted or completed using the Card or Credit Card Cheques you must call our Customer Service Centre toll free at 1-888-SAGICOR (724-4627) to query the transaction.

##### **Communication**

You should direct all queries either to the Customer Service Centre at 1-888-SAGICOR (724-4627) or to your nearest Branch or the Credit Card Centre at 17 Dominica Drive, Kingston 5, Jamaica. Please note that in order for the Bank to accept instructions from you or provide information to you by certain electronic means (e.g., Fax, cellular phone or emails), then you will be required to fill out and submit the necessary indemnity to provide instructions by electronic means, which can be provided to you upon request. We will only accept instructions from you from the email address you provided. You confirm understanding of the risk of communications via these means.