

Conditions of Use for Colonial National Bank
Credit Cards

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1.0 The Conditions of Use

1.1 Introduction

- (a) The use and operation of your Colonial National Bank Credit Card is governed by these Conditions of Use and the other documents comprising your Credit Card Contract.
- (b) It is important that you read carefully all the documents comprising your Credit Card Contract and retain them for future reference.
- (c) If you do not understand any of the Conditions of Use, please talk to our staff. They will be happy to help you.

1.2 When the Conditions of Use take effect

When you or an Additional Cardholder sign a card or use your Colonial National Bank Credit Card account.

2.0 Definitions

In these Conditions of Use:

- (a) “**Additional Cardholder**” means the person/s who from time to time is/are issued with an Additional Card at the request of the Primary Cardholder.
- (b) “**Annual Percentage Rate**” (interest rate) means the percentage rate per annum applicable to your Colonial National Bank Credit Card account as shown in the letter which advises your credit limit.
- (c) “**Bank**”, “**Colonial National Bank**”, “**our**”, “**we**”, “**us**” means **National Bank of Fiji Limited**.
- (d) “**Card**”, “**Credit Card**”, “**Colonial National Bank Credit Card**”, means the credit card issued by us to you or any Additional Cardholder, for use on your Colonial National Bank of Fiji Credit Card account from time to time.
- (e) “**Card Account**” or “**Colonial National Bank Credit Card Account**” means your National Bank of Fiji Limited Credit Card account.
- (f) “**Credit Card Contract**” includes these Conditions of Use, the Electronic Banking Conditions of Use for the Card issued by the Bank from time to time and the letter which advises your credit limit.
- (g) “**Card Scheme**” means either MasterCard International or Visa International.
- (h) “**Daily Percentage Rate**” means the rate determined by dividing the Annual Percentage Rate by 365.
- (i) “**Electronic Banking Terminal**” means any authorised terminal or device in which you can use your Card and PIN.
This includes:
 - Colonial National Bank branch terminals;
 - Colonial National Bank automatic teller machines;
 - Automatic teller machines of other selected financial institutions;
 - Electronic funds transfer at point of sale (EFTPOS) terminals;
 - Any other authorised terminal or device connected to the Bank's electronic banking system from time to time.

- (j) **“Nominated Account”** means any account maintained with us which is nominated by you for access with the Credit Card and is approved by us for that purpose.
- (k) **“PIN”** means the personal identification number or word which has been selected by you or any Additional Cardholder, or which has been allocated to you or any Additional Cardholder by us, for use with the Card in any Electronic Banking Terminal.
- (l) **“Primary Cardholder”** means the person who opens the Card Account with us.
- (m) **“you”** and **“your”** means the Primary Cardholder.
- (n) **“unauthorised transaction”** means any transaction made without your knowledge or consent.

3.0 The Card

3.1 Colonial National Bank Credit Card

The Colonial National Bank Credit Card is governed by these Conditions of Use and the other documents comprising your Credit Card Contract.

3.2 Additional Cards

- (a) You can ask us to give an Additional Credit Card and PIN to any person you nominate as your agent to operate on your Credit Card Account, provided that person is over the age of 18 years. An Additional Cardholder must also comply with these Conditions of Use.
- (b) Where an Additional Credit Card has been issued at your request:
- you authorise us to give the Additional Cardholder information about your Credit Card Account for the purpose of his or her use of the Additional Credit Card. In addition, you authorise us to act on the instructions of the Additional Cardholder in relation to the Credit Card Account, with the exception of a request for an increase to the credit limit on the Credit Card Account or the replacement of the Additional Credit Card following cancellation of that Card by you;
 - you are responsible for the use of the Additional Credit Card and you must pay for all transactions made by the Additional Cardholder, including any charges, until the additional Credit Card is returned to us;
 - you can cancel the Additional Credit Card by writing to us and returning or destroying the Additional Credit Card. If you cannot do this, you should ask us to put a stop on the Credit Card Account; and
 - you should be careful in cases where you cannot destroy the Additional Credit Card because, although a stop may have been placed on the Credit Card Account, the Additional Card may still be used in some circumstances and you will be responsible for any transactions made. For example, store purchases below floor limits where no electronic approvals are in place.
- (c) When any Additional Cardholder uses his or her Credit Card to access accounts solely in the name of that Additional Cardholder, the Additional Cardholder is acting as a principal in his or her own right and you will not be, responsible for any such use.

3.3 Card reissue

We may issue a new Credit Card to you or to the Additional Cardholder at any time. All such Cards are subject to these Conditions of Use. We reserve the right not to reissue a Credit Card.

3.4 All Cards remain our property

You agree that your Credit Card remains the property of the Bank and agree to return the Card to us on:

- our request;
- closure of your Credit Card Account; or
- termination of your authority to operate your Credit Card Account.

4.0 Using the Card

4.1 When can you use your Credit Card

- (a) Your Credit Card is valid only if it has been signed by you or the Additional Cardholder (whichever is appropriate) and is used during the validity period shown on the face of the Card.
- (b) You must destroy any Credit Card that is no longer valid, by cutting it diagonally in half and disposing of it securely.

4.2 Where can you use your Credit Card?

- (a) You can use your Credit Card in Fiji and most overseas countries.
- (b) You can use your Credit Card at any merchant, financial institution and Electronic Banking Terminal displaying the relevant card scheme sign.
- (c) We are not responsible if a merchant or financial institution refuses to accept a Credit Card. Subject to any applicable law; we are not responsible for goods or services supplied to you. If you have a complaint or concern about goods or services purchased with your Credit Card, you must resolve this directly with the merchant.
- (d) Card promotional material displayed on any premises is not a warranty by us, by any other financial institutions or by merchants carrying on business there that all goods and services available at those premises may be purchased with your Credit Card.
- (e) Where the Credit Card is being used to purchase goods or services from a merchant, you should disregard any representation, warranty or statement which may be made in connection with your Credit Card Contract by the merchant, its employees, agents or contractors.

4.3 Do transactions have to be authorised?

- (a) Certain transactions on your Credit Card Account may need to be authorised by us before they can be processed.
We may not authorise a proposed transaction if:
 - your credit limit would be exceeded; or
 - you are behind in making payments to your Credit Card Account.
- (b) We reserve the right to decline authorisation for any transaction on your Credit Card Account.

4.4 How much credit can you obtain?

- (a) We will notify you in writing of the amount of credit that applies to your Credit Card Account. This is called your "credit limit".
- (b) Transactions made by you or any Additional Cardholder must not exceed your credit limit without our prior approval. Remember, your credit limit applies to your Credit Card Account - you do not have a separate credit card limit for each additional Credit Card issued on your Credit Card Account.

- (c) If your credit limit has exceeded, then any amount in excess of the credit limit is payable immediately.

4.5 How much cash can you obtain?

- (a) The minimum amount of any cash advance may vary between financial institutions but the minimum amount for any cash advance you may request is FJD50.
- (b) Before a cash advance is processed, you or any Additional Cardholder may be required to provide the following identification:

in **Fiji** either:

- 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; or
- an employee identity card, union card or or student card bearing the cardholder's signature;
- FNPF identification card,

or **Overseas**, a passport

5.0 The Card Account

- (a) Your Credit Card Account will be charged with and accordingly you are required to pay us:
- the amount for goods and services bought directly from a merchant or by mail or telephone order;
 - the amount of all cash advances;
 - the fees and charges in accordance with Condition 7.1; and
 - interest charges imposed on cash advances and purchases in accordance with Condition 7.2.
- (b) If you or any Additional Cardholder use your Credit Card outside Fiji, Fiji exchange control requirements may apply. Fiji exchange control requirements are as follows.

Use of Credit Cards by Fiji Residents

The Reserve Bank of Fiji, Exchange Control Regulations limits the use of the card overseas to the following:

- Using the card for travel related purposes only (eg. accommodation, meals, transport etc).
 - Limiting shopping expenses to FJD5, 000 per trip.
 - Cash drawings to FJD500 per month
- (c) You are liable for the Fiji dollar equivalent of the amount of purchases you make and cash advances you obtain overseas on your card account. Each card scheme has its own method of converting foreign currency into Fiji dollars. Exchange rates can fluctuate under any of the methods of conversion, until the time we debit your card account with the amount of the transaction converted into Fiji dollars.

MasterCard

Purchases and cash advances in United States dollars are converted into Fiji dollar equivalents at the rates we set as at the day the purchases or cash advances are processed in Fiji. We debit your card account with that Fiji dollar equivalent.

Purchases and cash advances made in currencies other than United States dollars are converted into United States dollar equivalents at rates set by MasterCard International Incorporated (MCI) on the day the purchases or cash advances are processed in the United States by MCI and then further converted into Fiji dollar equivalents at the rates we set as at the day purchases or cash advances are processed in Fiji. We debit your card account with that Fiji dollar equivalent.

Visa

Visa International (Visa) converts purchases and cash advances in foreign currencies into Fiji dollar equivalents at the rates set by Visa on the day Visa processes the purchases or cash advances. We debit your card account with that Fiji dollar equivalent.

6.0 The Statements

6.1 How do you know how much you owe?

- (a) A statement will be issued each month for your Credit Card Account. The date your statement is issued is called the "statement date" and the period from one statement date to the next statement date is called the 'statement cycle'.
- (b) Each month we will mail your statement to you on the statement date if:
 - there are any amounts owing by you or to you greater than \$2.; or
 - there have been any amounts debited or credited to your Credit Card Account during the statement cycle.
- (c) Amounts shown on your statement will be expressed in Fiji dollars and must be settled in Fiji in Fiji Dollars. There is no facility for payment to be made overseas.

6.2 If you think there is a mistake

- (a) You agree that the amount shown on any sales voucher, cash advance voucher or transaction record is sufficient evidence of the cash price of the goods and services or the amount of the cash advance to which that voucher or transaction relates.
- (b) You should check each statement of account carefully as soon as you receive it. If you wish to dispute an amount charged to your Credit Card Account you must bring your dispute to our attention (in writing) before the due date shown on your account statement. If you do not dispute an amount shown on an account statement by the due date, our ability to obtain a refund (if applicable) may be restricted under relevant card scheme rules.

7.0 The Charges

7.1 Fees and charges

- (a) Subject to all applicable laws, we may charge your Credit Card Account with any fees or charges. The Annual Percentage Rate (interest rate) and other fees and charges applying to your Credit Card Account are variable in accordance with Condition 10.2.
- (b) Your Credit Card Account will be charged with an annual fee (if applicable) the first month the account is opened. The fee is then charged in subsequent years on the anniversary of the opening of the account.

7.2 Interest charges

- (a) Interest charges on cash advances and purchases (subject to the interest free period conditions) will be calculated and charged for each statement cycle at the statement date. Details of the interest charges will be shown on your statement.
- (b) Information on current interest rates and fees and charges applying to Colonial National Bank Credit Cards is available on request.

7.2.1 Calculation of interest charges

- (a) Cash advances and purchases outstanding at the beginning of the statement cycle and recorded during the statement cycle are separately assessed for interest charges, under different conditions:

Cash Advances

The interest charge on cash advances is calculated from the date the transaction is debited to your account (posting date) until the amount is paid in full.

Purchases

The interest charge on purchases is calculated from the date the purchase is debited to your Credit Card Account (posting date) until that amount is paid in full, unless an interest free period applies and the purchase is eligible to obtain the benefit of the interest free period.

- (b) **Method of Calculation**

The credit charges on cash advances and purchases (not receiving the benefit of any interest free period) are calculated separately, using the method following:

- (1) The “chargeable amount” (the average daily interest charge liable balance) shown on your statement is obtained by:
 - adding together the daily interest charge liable balance (either cash advances or purchases) for each day of the statement cycle; and

then

- dividing the total balance by the number of days in the statement cycle;
- (2) The interest charge is calculated by:
 - multiplying the “chargeable amount” by the Daily Percentage Rate and the number of days in the statement cycle.

7.2.2 Interest free period for purchases

- (a) The Credit Card Account offers an interest-free period for purchases subject to the conditions described in this Condition.
- (b) **What is an interest free period?**

If an interest free period applies to a purchase, it will consist of:

- (i) the “initial interest free days” which start from the posting date and end on the statement date; and
- (ii) up to a “further 25 interest free days which start after the statement date and end on the due date or payment date (whichever comes first).

(c) **When does the “initial interest free days” condition apply?**

The “initial interest free days” will apply to a purchase if you pay the closing balance in full by the date shown on the statement preceding that purchase.

(d) **When does the “further 25 interest free days” condition apply?**

A purchase will have a “further 25 interest free days”, only if:

- (i) you have paid the closing balance in full by the due date shown on the statement preceding the purchase (ie. the “initial interest free days” condition has to be met); and
- (ii) you pay the closing balance in full by the due date shown on the statement recording that purchase.

(e) **What happens if payment is not made in full?**

If you do not pay the full amount of the closing balance by the due date shown on your statement, unpaid purchases outstanding as well as all new purchases will be included in the calculation of the interest charge.

7.3 Government charges

Subject to any applicable law, your Credit Card Account will be charged with:

- all or any contract stamp duty payable in respect of your Credit Card Contract; and
- any financial institutions duty and any other government duties, taxes, rates or charges now or in the future charged upon or in relation to the use of your Credit Card or transactions debited or credited to your Credit Card Account, whether or not you are primarily liable for such duties, taxes, rates or charges.

8.0 The Payments

8.1 What is the minimum payment required?

- (a) The minimum payment that we require from you each month will be shown on your statement. Your payment due date is 25 days from your statement date. If you do not wish to pay the full amount of the closing balance shown on your statement by the due date, you must pay at least the minimum payment shown on your statement by the due date.
- (b) If your statement shows a closing balance, the minimum payment will be either an amount equal to:
 - 2.5% of the closing balance (rounded up to the nearest dollar) or \$25, whichever is greater,or if your Credit Card Account is in arrears or overlimit
 - the amount of any unpaid past due amounts from previous statements or any amount that exceeds the credit limit whichever is greater.
- (c) You must pay the full amount of the closing balance if it is less than \$25.

8.2 How and where can you make your payment?

- (a) You must pay your Credit Card Account with Fiji currency in Fiji. As there is no facility for you to pay your account overseas, you must arrange for payments to be made to your Credit Card Account whenever you are overseas.

- (b) You can make payments to your Credit Card Account by:
 - paying at Colonial National Bank branches; or
 - mailing your cheque payment to us at the address shown on your statement. DO NOT SEND US CASH THROUGH THE MAIL
- (c) Payments must be received and credited to your account by the due date, so if you are mailing your payments you should allow more time for it to reach us.
- (d) Payments will be credited to your Card Account as soon as possible after receipt.
- (e) If you cannot make a payment which is due, you should contact us immediately. We may be able to help you.

8.3 How we apply your payments

All payments made by you will be applied in the following order:

In payment of unpaid transactions shown on any statement:

- government duties, taxes, rates or charges
- fees or charges
- interest charges
- cash advances
- purchases.

Then in payment of transactions not shown on any statement:

- cash advances
- purchases
- fees or charges
- government duties, taxes, rates or charges.

8.4 Uncleared Funds

Cheque deposits to your Credit Card Account are not available to be drawn against until the cheque is cleared. The time for cheque clearance is five (5) bank business days from the date that the cheque is credited to your Credit Card Account.

9.0 Card Loss or Theft

9.1 How to report a lost or stolen Card

(a) **What to do**

You must immediately notify us if your Credit Card is lost or stolen or you suspect that unauthorised transactions have been made on your Credit Card Account. We will give you a notification number or some other form of acknowledgment which you should retain as evidence of the date and time of your report. Where your report is made by telephone, we may require you to confirm it at one of our branches and complete certain documentation.

(b) **How to tell us**

If any Card is lost or stolen in Fiji, the best way to contact us is to telephone us using the emergency number listed at the front of these Conditions of Use. You may call in at a Colonial National Bank branch, but we prefer that you telephone us immediately so that we can put a stop on your Credit Card Account straight away.

If your Credit Card is lost or stolen overseas, you must report the event immediately to any bank displaying the relevant card scheme sign. Alternatively, you can contact us directly via the emergency telephone number listed at the front of these Conditions of Use.

9.2 Your liability

- (a) Until we receive notice of your lost or stolen Credit Card or any unauthorised transactions, you may be liable for unauthorised transactions made to your Credit Card Account including mail or telephone orders or any other transactions which did not involve the use of the Credit Card and PIN through an Electronic Banking Terminal. In these cases, your liability will not exceed \$50. You will not be liable for any unauthorised transactions made after we receive notice from you.
- (b) If you have unreasonably delayed notifying us of the loss or theft of your Credit Card or of any unauthorised transactions, you may be liable for the loss incurred before notification is received by us.
- (c) Please read the Electronic Banking Conditions of Use to understand your liability in the event of unauthorised use of the Credit Card and PIN through Electronic Banking Terminals.

10.0 General Information about credit facilities

10.1 Cancellation

- (a) Where a Credit Card has been cancelled by us, or you have cancelled your Credit Card Account under this Condition:
 - you agree to cut the Credit Card diagonally in half and return it to us;
 - you will not be able to access any Nominated Account with the Credit Card;
 - you must cancel any periodical payment arrangements which are linked to your Credit Card Account;
 - other fees, charges and interest charges will continue to be debited to your Credit Card Account until the balance is paid in full.

- (b) **Cancellation of Card**

We may cancel your Credit Card at any time. From the date we notify you that we have cancelled a Credit Card, you must return the Credit Card to us and the Credit Card must not be used. You must continue to make at least the minimum payment each month until the balance of your Credit Card Account is paid in full.

- (c) **Cancellation of Card Account**

You may cancel your Credit Card Account at any time by

- giving us written notification;
- returning all Credit Cards issued on your Credit Card Account to us; and
- paying the outstanding balance of your Credit Card Account

We may cancel your Credit Card Account if you did not follow these Conditions of Use or gave us false information to cause us to open your Credit Card Account. On cancellation of your Credit Card Account you must immediately:

- pay us the full balance of your Credit Card Account, including any

- amount reasonably expended by us in collecting payments; and
 - return all Credit Cards issued on your Credit Card Account to us.
- (d) You will remain liable for transactions debited to your Credit Card Account which were made prior to cancellation pursuant to use of your card number for mail, telephone and standing order authority transactions which have not been cancelled by you prior to termination.
- (e) You may have to pay reasonable enforcement expenses under these Conditions of Use in the event of a breach of your Credit Card Contract.

10.2 Variation

We may change these Conditions of Use at any time in the following manner:

(a) Changes to the annual percentage rate (interest rate)

- We may notify you of an increase to the annual percentage rate by written notice no later than the day on which the change takes effect.
- Alternatively, notice may be given by publishing the change in a newspaper. In this case, we will confirm the change before or when your next statement of account is sent after the change takes effect.
- Written notice will not be given where we reduce the annual percentage rate that applies to your Credit Card Account

(b) Changes to the method of calculation or application of interest charges

We may notify you of a change in the manner in which interest is calculated or applied (including a change in or the abolition of the interest-free period) by giving you written notice no later than 30 days before the change takes effect.

(c) Change to credit fees and charges

- We may notify you of an increase in the amount of a credit fee or charge, the introduction of a new credit fee or charge, or a change in the frequency or the time for payment of a credit fee or charge by giving you written notice no later than 30 days before the change takes effect. Alternatively, notice may be given by publishing the change in a newspaper, where we are increasing the amount of a credit fee or charge or introducing a new credit fee or charge. In this case, we will confirm the change before or when your next statement of account is sent after the change takes effect.
- Where the change reduces or abolishes a credit fee or charge or extends the time for payment of a credit fee or charge, we will advise you of the change before or when your next statement of account is sent after the change takes effect.

(d) Change to repayments

- We may notify you of a change in the amount or frequency or time for payment of or a change in the method of calculation of repayments by giving you 30 days written notice before the change takes effect.
- Where the change reduces repayments or extends the time for payment, we will advise you of the change before or when your next statement of account is sent after the change takes effect.

(e) Other changes

We may notify you of any other change by giving you written notice no later than 30 days before the change takes effect.

Where the change reduces your obligations or extends the time for payment, we will advise you of the change before or when your next statement of account is sent after the change takes effect.

10.3 Errors/disputes and resolutions

(a) You must notify us promptly if there is an error in your Credit Card Account or if unauthorised transactions have been made.

(b) You can notify us by:

- calling us on our contact telephone number shown at the front of these Conditions of Use. If you call us we may ask you to confirm your concern in writing;
- writing to us at the address shown on your statement;
- calling in at a National Bank branch and completing certain documentation.

(c) It is essential that you give us all the information you have to help us resolve your concern. If we are unable to resolve your concern immediately, we will write and inform you of our procedures for the investigation and resolution of your concern.

- If you are not satisfied with our decision, you can ask to have it reviewed by our senior management.

11.0 Other

11.1 Change of name or address

You agree to promptly notify us of any change to your name or address.

11.2 Statement from us

A statement signed by one of our officers stating the balance of your Credit Card Account will be sufficient evidence of the amount of your liability to us at the date of issuing that statement.

11.3 Our rights

If we fail to exercise or delay in exercising any of our rights under these Conditions of Use, that failure or delay does not constitute a waiver of our rights. We may exercise our rights under the Conditions of Use at any time, despite any previous failure or delay on our part.

11.4 Governing Law

These Conditions of Use are governed by the laws of Fiji.

11.5 Non-Assignment

You may not assign your rights under this contract to another person.

The Bank may transfer this contract to someone else. If the Bank wants to do so it can give anyone all information that privacy or confidentiality laws allow it to give. If the Bank transfers this contract, the contract will apply to the transferee as if it were the Bank.