

# Credit Card Terms

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# Important notice

## **You need to read this document.**

It sets out specific terms and conditions on which we agree to provide you with credit card products. You must read it in conjunction with our Customer Terms, the product brochure and any other documents forming our banking agreement. To the extent of any inconsistency between these terms and our Customer Terms, these terms prevail. These terms do not apply to any existing credit card products you have with us to the extent that they are subject to separate terms and conditions.

## **Key words**

The meaning of key words printed like this and other words used in our banking agreement is explained in our Customer Terms. Some additional key words which apply to the products referred to in these terms are explained at the end of these terms.

## **How to contact us**

To find out information (such as current fees and interest rates or if you need us to explain features or terms) in connection with our products, you should contact us at one of our branches, calling our 24-hour Client Care Centre at 265 8000 or by visiting our website [www.sc.com/bn](http://www.sc.com/bn).

# 1 CHOOSING THE CREDIT CARD THAT IS RIGHT FOR YOU

We offer a variety of credit cards designed to suit your personal banking needs. The particular types of credit cards we offer are set out in the product brochures. If you need us to explain any of the features of, or the terms applying to, any credit cards, please contact us (see contact details under “How to contact us” at the front of these terms).

## 2 THE CREDIT CARDS

### Issue of credit cards

- 2.1 We may issue a credit card to you and, if you ask, to each supplementary cardholder. You must be at least 21 years old while each supplementary cardholder must be at least 18 years old.
- 2.2 We will not issue any credit card unless we are satisfied that you have met regulatory requirements.

### Collection

- 2.3 You must collect the credit card (and any replacement credit card) at the branch specified by you in the application.

### Using the credit card

The terms of our banking agreement apply to each use of a credit card. If a cardholder does not agree with those terms, they must not sign the credit card and must cut the credit card in half.

- 2.4 You accept the terms of our banking agreement when you first use the credit card.
- 2.5 You must ensure that only the person issued with a credit card uses it.

### Supplementary cards

- 2.6 We send any supplementary cards, their PIN/ password and all communications relating to them to you.
- 2.7 Any communication we give to you or any supplementary cardholder is taken to be given to all of you.
- 2.8 You and each supplementary cardholder agree to be bound by the instructions that any of you give us.

### Corporate cards

- 2.9 If you have a corporate card, you are jointly and separately liable with your employer for any balance owing on your corporate card.
- 2.10 Your employer may give instructions in connection with, ask us to terminate or ask us to change, the credit limit of your corporate card.

### Co-brand cards

- 2.11 We may convert a co-brand card to another type of credit card.
- 2.12 We are not liable for any representations, promotions or undertaking made by a business alliance partner.

### **Card issued by special arrangement**

- 2.13 If the credit card is issued as part of a special arrangement with an association, we may:
- disclose information in connection with our banking agreement to the association and
  - if you end our banking agreement your relationship with the association also ends. See clause 10.3 (What happens if the account is terminated) for more information.

## **3 CREDIT LIMIT**

- 3.1 We notify you of the credit limit when your application has been approved. We may vary the credit limit at any time.
- 3.2 The credit limit is either an overall limit that applies to all credit cards issued on an account or a credit limit per credit card.

### **Exceeding your credit limit**

- 3.3 It is your responsibility to ensure that the credit limit is not exceeded.
- 3.4 In calculating whether the credit limit has been exceeded, we may take into account:
- any transaction made using a credit card but which has not been debited from the account for the credit card; and
  - any authorisation we have given to a third party in connection with a proposed transaction using the credit card.

### **Credit limit exceeded**

- 3.5 If you exceed the credit limit or any temporary credit limit extension has expired, you must immediately pay us that part of the balance owing for the credit card which exceeds the credit limit in addition to any payment we require.

## **4 CASH ADVANCE**

### **How to obtain a cash advance**

- 4.1 You may obtain a cash advance using your credit card at other financial institutions displaying the logo of a card association and any VISA PLUS or Mastercard Cirrus ATM.

### **Maximum limit on cash advance**

- 4.2 The maximum limit of total cash advance withdrawal on your credit card is 50% of your total credit limit. The Bank may adjust the cash advance limit from time to time, therefore for details of the maximum amount, please contact us.

## **5 BALANCE TRANSFER**

- 5.1 If you request, we may permit a balance transfer subject to any conditions we specify.
- 5.2 You must continue to make any required payments to the account from which you transfer a balance until we confirm that the account has been credited. We are not liable for any overdue payment or interest incurred relating to the account from which you transfer a balance.

- 5.3 Any payment made on your account for the credit card is first applied to reduce the balance transfer before reducing the balance owing for the credit card.

## 6 INTEREST, FEES AND CHARGES

- 6.1 Interest, fees and charges (including finance charges, cash advance fees, overlimit fees, annual fees and administrative fees) are set out in the product brochure and the tariff booklet.
- 6.2 Example of Interest Rate Computation
- |                   |                             |
|-------------------|-----------------------------|
| Statement Date:   | 17 <sup>th</sup> April 2016 |
| New Balance:      | BND1,058.00                 |
| Minimum Payment:  | BND87.81                    |
| Payment Due Date: | 7 <sup>th</sup> May 2016    |

If you choose to only make Minimum Payment on the New Balance, you will be charged BND15.39 as interest (calculated on a daily basis at 1.5% per month on the outstanding balance) in your May statement, provided there are no new transactions. You will not be charged any interest or finance charges if you make full payment by the Payment Due Date.

- 6.3 Interest is charged until the date the balance owing is paid in full.
- 6.4 You must pay all costs such as debt collection fees we incur in connection with the credit card on demand.

## 7 LIABILITY

### General

- 7.1 You are liable for:
- any failure by you or any supplementary cardholder to comply with the terms of our banking agreement;
  - all transactions made using a credit card (including any supplementary card) except for disputed transactions where you prove otherwise in accordance with clause 17 of the Customer Terms;
  - the balance owing for a credit card (including all amounts debited and credited to the account for the credit card by any supplementary cardholder); and
  - any transactions where we could otherwise have exercised chargeback rights if you do not notify us of the transactions and provide any further documents or information we require within the time periods required.

### Liability of supplementary cardholders

- 7.2 Each supplementary cardholder is liable for transactions made using their supplementary card.

### Disputes between you and supplementary cardholders

- 7.3 Our rights and obligations relating to you and each supplementary cardholder are not affected by any dispute or claim you or the supplementary cardholder may have against each other.

### **Purchase of goods or services**

7.4

We are not liable for:

- the refusal of any merchant, financial institution or other person to accept the credit card; and
- any defect or deficiency in goods or services supplied to you by any merchant, financial institution or other person.

You must resolve any complaint against any merchant, financial institution or other person and no claim against any of them may be set off against us.

### **Liability for lost/ stolen credit cards**

7.5

If the credit card is lost or stolen or if the PIN is disclosed without your authorisation, your liability for unauthorised transactions effected after such loss, theft or unauthorised disclosure but before we are notified thereof shall be limited to BND100 only if:-

- (a) you immediately notify us in writing of the loss, theft or unauthorised disclosure;
- (b) you assist in the recovery of the unauthorised charges incurred;
- (c) you furnish to us a statutory declaration in the format that we require or a police report together with any other information we may require; and
- (d) we are satisfied that the loss, theft or disclosure of the credit card or the PIN is not due to your negligence or default.

### **Third party services offered with credit cards**

7.6

Some types of credit cards give you access to services provided by third parties. For example, if you hold a Visa Gold Card, Visa Platinum Card or Visa Infinite Card you may have access to the International Emergency Assistance Service. You are liable for the cost of any medical, legal or other services provided under these third party services. You acknowledge that the third party service providers do their best to provide the services to cardholders and that the services may not always be available (for example, because of time, distance or location). Neither we nor the third party service provider, or in the case of the above example, Visa International Service Association or Mastercard International, is liable to you for any loss in connection with any service or its unavailability.

7.7

We are also not liable to holders of a credit card with access to Emergency Cash Withdrawal for any loss they suffer if we are unable to give immediate effect to an Emergency Cash Withdrawal, replacement card or any other facilities we offer in connection with the credit card.

The Customer Terms include additional provisions relating to your liability to us and exclusions or limits on our liability. See, for example, "You indemnify us" and "Exclusion of liability".

## 8 ADDITIONAL SERVICES

- 8.1 We may offer additional services in connection with your credit card. These may include reward programmes, rebate or mileage programmes, redemption schemes, balance transfer schemes, funds transfer programmes, payment arrangements, card protection and any other services we advise you or which are otherwise available from time to time. You can find out more about available services by contacting us.
- 8.2 If you sign up for additional services, you are bound by the terms of the additional services. To the extent of any inconsistency between the terms of the additional services and our banking agreement, our banking agreement prevails unless the terms of the additional services specify otherwise.
- 8.3 For details of any reward or other loyalty programme applying to the credit card, please refer to our banking agreement or contact us.

## 9 PAYMENTS

### **Payment by due date**

- 9.1 On or before the due date set out in the statement we issue for your credit card, you must pay at least the minimum payment due as set out in the statement. If we ask, you must authorise us to deduct any payment from a nominated account.
- 9.2 Your liability to us remains even if, for any reason, you do not receive your periodic statement.

### **Calculation of minimum payment**

- 9.3 We calculate the minimum payment in accordance with our usual practice. We may change the method we use to calculate the minimum payment at any time. Please refer to your statement or contact us for further information.

### **Currency of transactions**

- 9.4 If any transaction made using the credit card is not denominated in the currency of Brunei Darussalam, we convert the amount of the transaction to the currency of Singapore at a rate selected by Visa/Mastercard Worldwide from within a range of wholesale market rates or the government-mandated rate in effect on the conversion day, as the currency of Brunei Darussalam is not quoted in the international foreign currency exchange market. This is in accordance with our usual practice and our banking agreement.

### **How we apply payments**

- 9.5 We may (but need not) apply payments we receive to pay:
- fees, charges and interest shown on any statement; then
  - any balance subject to a promotional interest rate with payment first being applied to the balance with the lowest promotional interest rate; then
  - any other balance shown on the statement; then
  - other transactions on the account not shown on the statement.



### **What happens if you do not pay**

- 9.6 If we do not receive the balance owing for a credit card on or before the due date we may charge and debit from the account for the credit card finance charges as set out in the tariff booklet or elsewhere in our banking agreement.
- 9.7 If we do not receive the minimum payment on or before the due date:
- you must pay a late payment charge as set out in the tariff booklet or elsewhere in our banking agreement;
  - you must not use the credit card until the minimum payment has been paid;
  - we may suspend your use of the credit card.

### **Payment in full if we ask**

- 9.8 Despite any other term of our banking agreement, at any time we may demand immediate payment of any amounts owing to us, whether or not already reflected in a statement and whether or not due and payable as at the date of the demand.
- 9.9 Interest is payable on the amounts referred to in clause 9.8 and is calculated on the basis that it accrues daily, starting from the date of our demand and ending on the date of payment in full.

### **Refunds to the credit card account**

- 9.10 We only credit a refund to the account for a credit card in connection with:
- a transaction made with the credit card; or
  - a payment to the account for the credit card; or
  - any other credit owing to you, when we receive the amount to be credited in Brunei Darussalam and in accordance with our usual practice.

### **Statement**

- 9.11 If you think there is an error on your statement you must notify us in writing with details of the error within 14 days after the date of the statement. If you do not do so, we treat the statement as correct.
- 9.12 We need not issue a statement for your credit card if no transaction has been recorded on the account for your credit card since the previous statement.

## **10 CANCELLATION AND TERMINATION**

### **How to terminate**

- 10.1 At any time we may choose to:
- cancel or suspend your right to use a credit card or end the account for the credit card;
  - refuse to authorise any transaction for which you want to use a credit card; and
  - refuse to re-issue, renew or replace a credit card, without giving you any notice or reason.
- 10.2 At any time, you may end the account for a credit card by notifying us in writing.

### **What happens if the account is terminated**

- 10.3 If you or we end the account for a credit card:
- you and any supplementary cardholder must not use and are not entitled to use the credit card (including any supplementary card) or any benefits in connection with the credit card (including any supplementary card);
  - you and any supplementary cardholder must cut the credit card (including each supplementary card) in half; and
  - you must immediately pay all amounts owing to us in connection with the credit card including any supplementary card, including the balance owing for the credit card. Interest is payable on such amounts and is calculated on the basis that it accrues daily, starting from the date you or we end the account for the credit card and ending on the date of payment in full.

### **Termination of use of supplementary card by cardholder**

- 10.4 Either you or a supplementary cardholder may end the use of a supplementary card by:
- notifying us in writing; and
  - cutting the supplementary card in half and returning the supplementary card to us.
- 10.5 If the supplementary card is not returned to us, we may take prompt action in accordance with our procedures for lost cards to prevent further use of the supplementary card. You may be liable for any transactions made using the supplementary card until it has been returned or until we are able to implement the procedures for lost cards. We may impose any charges incurred from implementing the procedures.

## **11 VARIATION**

- 11.1 If you are not comfortable with any changes we make to our banking agreement, you may terminate the account for the credit card in accordance with the procedure in clause 10.
- 11.2 If we notify you of any changes to our banking agreement in accordance with any applicable law and you keep or use the credit card, the account for the credit card or the PIN/password, you are taken to have agreed to the changes.

## **12 SUSPICIOUS TRANSACTIONS**

- 12.1 We need not honour suspicious transactions (and need not notify you if this is the case).
- 12.2 We may publish any information in connection with the credit card in the warning bulletin notifying the merchants to seize the credit card. We need not give any reason for doing so.
- 12.3 We may block the account for a credit card if we consider there is any reason for doing so.

## 13 EASYPAY

EasyPay allows you to purchase goods and services from merchants and repay the purchase price by monthly instalments through your credit card.

### **Application process**

- 13.1 To apply for an EasyPay plan, you can call our Client Contact Centre at 265 8000 within 30 days of your purchase.
- 13.2 In addition to the pre-conditions set out in clause 2 of the Customer Terms, we may specify conditions which you must satisfy before we approve an application. For example, we may require that:
- you have purchased from the same merchant other goods or services which have a total value up to a level we specify; and
  - the total value of the goods and services is a minimum of BND300 and a maximum of BND30,000 or such other amounts we specify.

### **Instalments**

- 13.3 You must repay the EasyPay purchase price by monthly instalments. We debit each instalment from the account for your credit card. Each instalment is calculated by dividing the EasyPay purchase price by the EasyPay period.
- 13.4 We notify you of the manner in which you must repay the instalments. For example, we may ask you to nominate an account for repayment by direct debit and give us documents to facilitate direct debit from the nominated account.
- 13.5 If you want to change your EasyPay plan (for example, the number of instalments, the amount of each instalment or the EasyPay period), you should contact us to discuss.
- 13.6 Your credit limit on your credit card is reduced by the balance owing for the EasyPay plan on a particular day.

### **Payment in full if we ask**

- 13.7 Despite any other term of our banking agreement, at any time we may demand payment of the balance owing for your EasyPay plan in full, together with all accrued but unpaid interest, fees and costs in connection with your EasyPay plan. If we do so, you must pay us immediately. Interest is payable on such amounts and is calculated on the basis that it accrues daily, starting from the date we ask you to pay and ending on the date of payment in full.

### **Prepayment**

- 13.8 You may prepay all (but not part) of the balance owing for your EasyPay plan if, when you prepay, you also pay all accrued but unpaid interest, fees and costs in connection with your EasyPay plan (including any prepayment fees as set out in the tariff booklet). Details of these fees and costs are available by contacting us.

### **Fee and charges**

- 13.9 Fees and charges for an EasyPay plan (including processing fees, application fees, [finance charges, late payment fees] and prepayment fees) are set out in the tariff booklet. At any time we may, by notice to you, include finance charges in your EasyPay plan in the same manner we charge finance charges on the account for your credit card.

### **Termination, suspension and cancellation**

- 13.10 We may terminate or suspend your EasyPay plan at any time by notice.
- 13.11 If:
- your credit card is cancelled or terminated by you or us; or
  - there is a default; or
  - we terminate or suspend your EasyPay plan, we may do any one or more of the following:
  - debit the balance owing for your EasyPay plan from the account for your credit card; or
  - ask you to pay all amounts owing to us in connection with your EasyPay plan (including the balance owing for the EasyPay plan). If we do so, you must pay us immediately.

Interest is payable on such amounts and is calculated on the basis that it accrues daily, starting from the date we ask you to pay and ending on the date of payment in full.

## **14 MEANING OF WORDS**

You also need to refer to our Customer Terms which also define key words used in these terms. If a word defined in these terms is also defined in our Customer Terms, the definition in these terms applies for the purposes of each account for a credit card.

**Balance Transfer** means a transaction where we debit an amount you specify from your credit card and pay the amount to another credit card with us or another financial institution.

**Cash Advance** means cash issued in any currency obtained by using the credit card.

**Co-brand Card** means a card issued by us in conjunction with a business alliance partner.

**Corporate Card** means a card issued on the request of a company and to the company's individual employee in accordance with an agreement between the company and us.

**Credit Limit** means, for an account for a credit card, the maximum amount you are entitled to have outstanding on the account for the credit card.

**EasyPay period** means, for an EasyPay plan, the number of months we specify over which you repay the EasyPay purchase price by instalments.

**EasyPay plan** means a repayment plan with the name EasyPay which we may provide for you to repay the EasyPay purchase price in accordance with these terms.

**EasyPay purchase price** means, for an EasyPay plan, the amount we pay to the merchant for your purchase of goods or services (rounded down to the nearest ten dollars with the remainder charged to your credit card).

**Statement** means a hardcopy statement or electronic statement

**Supplementary Card** means, for an account for a credit card, a credit card issued to a person you authorise as a supplementary cardholder on your account for the credit card.

**Supplementary Cardholder** means each person to whom we issue a supplementary card.

# **Credit Card Rewards and Benefits Programme**

# Important notice

## **You need to read this document.**

This document contains additional product terms applicable to your Standard Chartered credit card rewards and benefits programme (rewards programme). You must read it in conjunction with our Customer Terms, our Credit Card Terms and any other documents forming our banking agreement.

## **Inconsistency**

If there is any inconsistency between these terms and any other terms in our banking agreement, these terms prevail.

The following conditions apply to the issuance of rewards to your credit card. The credit card rewards programme is available to all cardholders whose accounts are in good standing.

## **1. 360° REWARD POINTS Issuance and redemption**

### **Points issuance**

- 1.1 You earn Reward Point for every BND5 charged to your credit card. The transactions which qualify the earning of Reward Points include the following:
  - 1.1.1 Local purchases
  - 1.1.2 Overseas purchases
  - 1.1.3 Cash advances
  - 1.1.4 Balance transfer to your credit card
- 1.2 We calculate Reward Points on transactions effected on a daily basis. We round the calculations down to the nearest Reward Points.
- 1.3 We do not issue Reward Points on the following:
  - 1.3.1 Transactions which are not submitted by the merchants to us for processing.
  - 1.3.2 Amounts which are rolled over from preceding months' transactions.
  - 1.3.3 Transactions which are cancelled.
- 1.4 Reward Points will be calculated on transactions effected by primary cardholders and supplementary cardholders. You may combine your Reward Points to make a redemption. You are responsible for keeping track of your Reward Points.

### **Points redemption**

- 1.5 You must redeem all Reward Points before the expiry or termination of your card and before the expiry of your Reward Points.
- 1.6 You cannot transfer any unused Reward Points from one card account to another. If you open a new card account and terminate your previous card account, any unredeemed Reward Points earned on your previous card account will be forfeited.
- 1.7 We reserve the right to determine and vary the method Reward Points calculation. If there is an error in our calculation, we will adjust your Reward Points in your account.
- 1.8 Primary cardholders may redeem Reward Points for goods, products or services from our rewards catalogue, subject to their availability from the merchants.
- 1.9 Redemption requests may be done through eKiosk at all our branches, online banking, phone banking services, or other channels that we may prescribe. You agree to the terms of these services when you redeem your Reward Points through these channels. We take up to 7 working days to process your request through non-eKiosk channels.
- 1.10 You may only redeem annual card fee rebates and air miles through phone banking and online banking services.
- 1.11 We issue a rewards voucher for your redemption request. Reward vouchers are issued instantly for redemptions through eKiosk. We mail all other rewards voucher to your billing address or by such methods that we determine as feasible.
- 1.12 Rewards vouchers are only valid if they are issued by us. They can only be used in Brunei Darussalam, unless we state otherwise.



- 1.13 You must present the rewards voucher and your identification at the participating merchant before you can redeem your reward.
- 1.14 The merchant may stipulate additional conditions with respect to the reward that you intend to redeem.
- 1.15 We do not issue replacement vouchers for redemption vouchers that are lost or damaged through no fault of ours.
- 1.16 If you are redeeming a service, you may be required to contact the merchant ahead of time to make a reservation.
- 1.17 You are responsible for providing accurate information to us when you make a redemption.
- 1.18 We are not responsible for any unavailability of the goods, products or services in our rewards catalogue. We are not liable for any defect, deficiency in the goods, products or services supplied by any merchant as featured in our rewards catalogue.
- 1.19 Once you have made a redemption request and we process it, you cannot reverse your request.

## **2. RELATIONSHIP REWARDS**

- 2.1 Relationship rewards refer to Reward Points awarded to you as our Priority Banking client. You will be awarded relationship rewards for your personal accounts where you are the primary holder.
- 2.2 In order to qualify for rewards under this section, you may satisfy the following conditions:
  - 2.2.1 You must hold a valid Standard Chartered Visa Infinite credit card, and you must effect at least one retail transaction on this credit card every calendar month.
  - 2.2.2 You must be our Priority Banking client.
- 2.3 Relationship rewards will be credited to your Standard Chartered Visa Infinite credit card account.
- 2.4 If your accounts are closed in the preceding month, you will no longer earn reward on those accounts.
- 2.5 We calculate relationship rewards according to the qualifying balance in your accounts. They are as follows:-
  - 2.5.1 Savings and current account: the total monthly net average credit balance of all local and foreign currency savings and current accounts of the previous calendar month.
  - 2.5.2 Fixed Deposits: the total monthly average balance of all local and foreign currency fixed deposits of the previous calendar month.
  - 2.5.3 Investments: the total month end balance for unit trusts, bonds, and structured notes, and the total average balance of premium currency investment and structured deposits of previous calendar month.
  - 2.5.4 Home Loans: the outstanding balance of all home loans disbursed, of the previous calendar month.
- 2.6 Qualifying balances will be calculated and rounded down to the nearest BND10,000. We give 5 Reward Points for every BND10,000 of the qualifying balance or as specified by us.
- 2.7 The maximum Reward Points calculated for each of the account is 1,000 Reward Points per account type, shown in clause 2.5 above.

- 2.8 Qualifying balance used for calculating relationship rewards in foreign currencies will be converted to Brunei Dollars at a rate determined by us, for the purposes of calculating qualifying balances.

### **3. ROYAL BRUNEI AIRLINES AIR MILES CONVERSION**

- 3.1 You must be a Royal Skies member before you can use your rewards points to redeem Royal Skies air miles.
- 3.2 You can enroll to become a Royal Skies member by visiting the website [www.flyroyalbrunei.com](http://www.flyroyalbrunei.com) and agreeing to its terms.
- 3.3 We may determine the amount of Reward Points required for conversion into air miles. We may vary the rate of conversion at our discretion.
- 3.4 If you wish to redeem your Reward Points for air miles, you may do so in blocks of 500 Reward Points.
- 3.5 You are responsible for providing accurate information to Royal Brunei Airlines when you make a redemption.
- 3.6 Conversion to air miles is subject to the processing time by Royal Brunei Airlines Office. We are not liable for any delay in the conversion process or any transfer or updating of your Royal Skies member account.
- 3.7 Your converted air miles will be reflected in your Royal Skies account statement.

### **4. SINGAPORE AIRLINES AIR MILES CONVERSION**

- 4.1 You must be a KrisFlyer member before you can use your rewards points to redeem KrisFlyer miles.
- 4.2 You can enroll to become a KrisFlyer member by visiting the website [www.krisflyer.com](http://www.krisflyer.com) and agreeing to its terms.
- 4.3 We determine the amount of Reward Points required for conversion into air miles. We may vary the rate of conversation at our discretion.
- 4.4 If you wish to redeem your Reward Points for air miles, you may do so in blocks of 1000 Reward Points.
- 4.5 You are responsible for providing accurate information to Singapore Airlines when you make a redemption.
- 4.6 Conversion to air miles is subject to the processing time by Singapore Airlines. We are not liable for any delay in the conversion process or any transfer or updating of your KrisFlyer account.
- 4.7 Your converted air miles will be reflected in your KrisFlyer account statement.

### **5. DISCOUNTS AND BENEFITS**

- 5.1 You may use your credit card to enjoy discounts and benefits which are featured on our website or which may be communicated to you via digital channels such as email and/or SMS.
- 5.2 All discounts and benefits are subject to availability by the merchants. We and the merchants have the discretion to vary and substitute discounts and benefits without prior notice.
- 5.3 If you are not satisfied with the products, goods or services purchased using discounts and benefits offered by our credit cards, you can direct your queries and feedback directly to the merchants. We are not responsible for the quality of the products and goods or the quality of the services provided by the merchants.

# Smart<sup>®</sup> Move Programme

# Important notice

## **You need to read this document.**

This document contains additional product terms applicable to your Smart® Move Programme. You must read it in conjunction with our Customer Terms, our Credit Card Terms and any other documents forming our banking agreement.

## **Inconsistency**

If there is any inconsistency between these terms and any other terms in our banking agreement, these terms prevail.

Under the Smart® Move Programme (“Programme”), you as a Standard Chartered primary cardholder, may apply to transfer outstanding balances with any credit card issuer to your Standard Chartered credit card account.

1. Transfers of outstanding balances under Standard Chartered accounts is not permitted under this Programme.
2. We calculate finance charges and interest payable on the outstanding balances transferred to your account with us. The finance charges and interest payable will be calculated as at the date of the first balance transfer effected to your account.
3. You must continue to pay all outstanding balances due to the other credit card issuers until we confirm to you that we have successfully effected the transfer of that part of your outstanding balance to your account with us. We are not liable for any interests or fees charged by the other credit card issuer.
4. We reserve the right to approve or reject your application. We need not give you a reason for our decision.

**Travel Personal  
Accident Insurance  
for Visa and  
Mastercard Gold,  
Platinum and Infinite  
Cardholders**

# Important notice

## **You need to read this document.**

This document contains additional product terms applicable to your Visa and Mastercard Gold, Visa Platinum and Visa Infinite credit card. You must read it in conjunction with our Customer Terms, our Credit Card Terms and any other documents forming our banking agreement.

## **Inconsistency**

If there is any inconsistency between these terms and any other terms in our banking agreement, these terms prevail.

Standard Chartered Bank, Brunei ('the Bank') has arranged travel accident insurance coverage for the benefit of Standard Chartered Gold Visa and Mastercard Cardholders in Brunei ('Cardholders') under the Master Policy issued by National Insurance Company Berhad ('Insurer'), to the Bank, the full terms of which may be inspected on request.

## **GENERAL CONDITIONS**

1. The due observance and fulfillment of the terms, conditions, exclusions and endorsements of this insurance by the Standard Chartered Bank, Brunei Darussalam and the Insured Person(s) and claimants in so far as they relate to anything to be done or complied with by them, and the truth of the statements and details in every proposal/application form and declaration shall be conditions precedent to any liability of the Insurers to make any payment under this insurance.
2. If the Insurers shall disclaim liability to the Insured Person/the Standard Chartered Bank, Brunei Darussalam for any claim hereunder and such claim shall not within twelve calendar months from the date of such disclaimer have been referred to arbitration under the conditions herein contained then the claim shall for all purpose be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

3. The insurance does not cover death, disablement, injury, illness, loss, breakage, or damage to property sustained by Insured Person (s) arising from causes directly or indirectly in consequence of:

Riot civil commotion, war, invasion act of foreign enemy, hostilities (whether war be declared or not), terrorism, civil war, rebellion, revolution, insurrection or military or usurped power, ionizing radiations or contamination by radioactivity from any nuclear fuel or from nuclear waste from process of nuclear fission, or from any nuclear weapons material; suicide or attempted suicide, self-injury, insanity, venereal disease, pregnancy, child-birth, from having been under the influence of alcohol or drugs other than those prescribed by a registered physician, HIV (Human Immunodeficiency Virus) and/or any HIV related illness including AIDS, or pre-existing medical or physical condition(s) of the Insured Person or close relatives whose health condition(s) may have bearing on this insurance unless such conditions have been declared to and accepted by the Insurers and are endorsed on this insurance by the Insurers; Or from engaging in sports or games for a professional club, hunting, winter sports, aerial sports, mountaineering, football, polo, scuba diving, racing other than foot racing, riding or driving in any kind of race or practicing therefore, motorcycling on other than paved or unpaved roads designed primarily for automobiles or hazardous adventure activities; performing Pilgrimage to Mecca for Haj, mysterious disappearance and unexplained loss, travelling in, entering or descending from any aircraft other than as a fare-paying passenger on a recognized airline operating on a regular scheduled air routes and between properly established and maintained airports.

4. The age limits for this insurance are from a minimum age of 18 years up to maximum age of 70 years.
5. The limit of benefit for each Insured Persons shall be as stated in the insurance schedule.
6. This policy shall exclude any loss, damage, cost or expense directly or indirectly arising out of any kind of infectious or contagious disease or epidemic.
7. The policy does not cover any Insured Person (applying to Principal Cardholders and Supplementary Cardholders) who is traveling contrary to the advice of a Medical Practitioner or for the purpose of obtaining medical treatment and that no Insured Person knows of any condition, cause or circumstances existing at the date of issue of this insurance that may necessitate the cancellation or curtailment of the planned journey.
8. The Insured Person shall act with prudent manner and exercise reasonable care for the safety

## THE BENEFITS

The Insurer will pay Benefit for death or disablement (the Results) as described below in respect of an event which gives rise to injury caused solely and directly by violent accidental external and visible means which injury shall independently of any other cause be the sole and direct cause of any of the Results (1) to (4) occurring within one year of such event ('Event'):-

**Provided always that**

	BENEFIT	
	Visa/ Mastercard Gold Cardholder	Visa Platinum and Infinite Cardholder*
(1) Death	BND250,000	BND500,000
(2) Loss of both hands or both feet or sight of both eyes	BND250,000	BND500,000
(3) Loss of one hand and one foot	BND250,000	BND500,000
(4) Loss of either one hand or one foot and sight of one eye	BND250,000	BND500,000

\* Limit of benefit for persons holding Supplementary Card (other than spouse) aged between 18 and 23 years old is BND100,000.

BENEFITS	SUM INSURED (B\$)	
<b>Insured</b>	<b>Principal Cardholder only</b>	
(1) Accidental Death and Total Permanent Disablement  Limit of benefit for persons holding Supplementary Card (other than spouse) aged between 18 to 23 years old is BND100,000.00	BND500,000.0 per Insured Person	
(2) Medical Expenses: Maximum Limit per event per Insured Person	Up to BND2,500.00	
(3) Missed Flight Connection (after 8 consecutive hours): Maximum Limit per event per Insured Person or Per Family - BND200.00  Travel Delay (after 8 consecutive hours): Maximum Limit per event per Insured Person or Per Family - BND650.00  Baggage Delay (after 8 consecutive hours): Maximum Limit per event per Insured Person or Per Family - BND650.00	Up to BND1,500.00 in the aggregate	
(4) Loss or damage of baggage and personal effect:		Up to BND1,000.00 per Insured Person



- 1) If the Insured Person qualifies for one or more Benefits under any of Results (1) to (4) arising out of one Event, the Insured Person shall not qualify for:
  - a) any specific one of such Benefits if the Result is included in any other specific Result for which a greater Benefit is payable.
  - b) an aggregate total Benefit in excess of the Benefit payable for Result (1).
- 2) If the Insured Person qualifies for a Benefit under any of Results (1) to (4) arising out of one Event the Insurer will not have any further liability in respect of any subsequent accident happening to that Insured Person.
- 3) Should the Insured Person suffer any of the insured injuries prior to being eligible for Benefits under this insurance, such injury or injuries will be taken into consideration when calculating Benefits under this insurance and such Benefits will be reduced accordingly.
- 4) No benefits will be payable unless death or loss occurs within 12 months from the date of Injury.

### **TRAVEL ACCIDENT**

1. This section of the insurance provides indemnity for accidental death due to accident and total permanent disablement to Insured Person/s whilst on board a licensed common carrier.
2. The benefits described in this section shall be payable for accidental death and total permanent disablement occurring within 12 months of the accident causing:-
  - (a) total and permanent loss of sight in one, or both eyes;
  - (b) loss by severance or permanent and total loss of use of one or more limbs; or
  - (c) accidental death.
3. Total permanent disablement would mean any form of permanent disablement which renders the Insured Person totally and permanently incapable of carrying out the normal duties and functions of any type of job continually and uninterruptedly for twelve (12) months from the date of injury and in all probability will continue for the remainder of the Insured Person's life.
4. The maximum amount payable for any and all events arising under this section shall not exceed the maximum of the Sum Insured each Insured Person during the period of insurance.
5. Limit of benefit for persons holding supplementary card (other than spouse) aged between 18 to 23 years is BND100,000.00.
6. In the event of the death and an Insured Person giving rise to a claim under this section, the beneficiary shall be that person's next of kin or estate according to the laws of Negara Brunei Darussalam.

### **MEDICAL EXPENSES**

This policy will reimburse the Insured Person for:-

1. Medical and hospital treatment necessarily incurred within six (6) months from the date of accident giving rise to the claim as a direct result of accidental bodily injury or illness whilst travelling outside Brunei Darussalam.
2. The total medical expenses incurred shall not exceed the maximum limit specified in the Schedule. This section is extended to cover treatment for miscarriage arising from an accident up to the limit of indemnity as stated while travelling outside Brunei Darussalam. The first BND50 of each and every claim to be borne by Insured Person.

## **MISSED FLIGHT CONNECTION**

This section will indemnify if the Insured Person missed the confirmed connecting flight due to delay of the confirmed incoming flight, we will reimburse you for:-

- a. Reasonable incurred expenses on hotel accommodation, meals or refreshment only if it is not provided or compensated by the airlines or any third party.
- b. That the missed flight connection must be verified in writing by the operator(s) of the airline or their handling agent(s).
- c. A limit of BND200.00 each Insured Person or per family.

## **TRAVEL DELAY**

1. If the departure of the scheduled public conveyance in which you had arranged to travel is delayed for from the time specified in the itinerary issued to you due to strike/industrial action, adverse weather conditions or mechanical breakdown/derangement of that public conveyance, or due to interruption of the journey of that scheduled public conveyance as a result of mechanical or structural defect, this policy will indemnify:
  - a. A limit of B\$150.00 for full eight (8) hours of delay and BND100.00 for the following eight (8) consecutive hour up to BND650.00 per event.
  - b. In addition, if any of the planned trip is cancelled due to delay, a reimbursement of up to the amount specified in the schedule is payable to the Insured Person in respect of irrecoverable deposits or charges paid in advance or contracted to be paid for the benefit of the Insured Person provided that the Insured Person continue with the planned trip.

OR

2. Up to the maximum limit as specified in the schedule in respect of irrecoverable deposits or charges paid in advance or contracted to be paid for the benefit of the Insured Person but only in the event of cancellation of the planned trip by the Insured Person and immediate return to Brunei.

## **BAGGAGE DELAY**

Payable if checked-in baggage is certified by the airline carrier is delayed, misdirected or misplaced by the common air carrier upon your arrival at the baggage pick up point for at least eight (8) hours for emergency purchases of essential items of clothing or requisites, provided always that:-

1. The limit of indemnity is BND150.00 for full eight (8) hours of delay and B\$100.00 for the following eight (8) consecutive hour up to BND650.00 per event.
2. The delay is certified by an official Baggage Irregularity Report from the airline or in writing by letter from the tour operator.
3. The delay is not a result of detention or confiscation by customs or other officials.
4. Documentation (including original purchase receipts) is produced by the Insured Person showing the details of the expenditure.
5. A claim cannot be made under this section if the same loss is claimed for under the baggage section of this insurance.
6. This section does not apply to upon return to Brunei as final destination or end of the trip.

## AGGAGE DAMAGE & PERSONAL EFFECTS

The policy will indemnify up to the amount of Sum Insured specified in the Schedule for loss of or damage to the accompanied baggage, or baggage purchased on the trip, trunks, suitcase and the like receptacles including clothing and personal effects worn owned by or held by the Insured Person occurring during the period of insurance.

In the event that you purchase a comparable replacement for the lost article, we will pay the replacement cost provided the lost article was not more than two years old at the date of loss. If you cannot prove the age of the lost article, or if the article is more than two years old, or if the article is not replaced, we will deal with the claim on the basis of original purchase value of the article less depreciation or the cost of repair whichever is the lesser.

If any article is proven to be beyond economical repair, a claim will be dealt with under this policy as if the article had been lost.

In the event of loss of or damage to any property insured forming part of a pair or set, our liability shall not exceed a proportionate part of the value on the pair or set. We shall not be liable for more than BND800 in respect of any one article or pair or set of articles.

PROVIDED ALWAYS THAT:-

1. The Insurers shall not be liable for losses other than those resulting from theft, burglary, accident or mishandling by carriers and then only if the loss has been reported to the police, the carriers or a responsible authority within 24 hours of the occurrence.
2. The Insured Person(s) shall observe ordinary and proper care for the safety of the property insured, including examination of baggage when received and in the event of any destruction, loss or damage coming to the notice of the Insured Person(s) he shall give IMMEDIATE notice to:-
  - a. The police in case of theft, loss or willful damage by a third party, and obtain a certified copy of the official police report.
  - b. The carriers when loss or damage has occurred during transit, and obtain a copy of the official Baggage Irregularity Report.
3. The insurance does not cover loss or damage in consequence of delay, confiscation, detention or examination by customs authorities or other officials.
4. The insurance does not cover loss of cash, bank notes, negotiable instruments, bonds or securities, and documents or any kind and all expenditure resulting from losses of passports, visas, air tickets, and transportation, accommodation or any other tour vouchers.
5. The insurance does not cover unaccompanied baggage or baggage left behind, or losses arising from personal negligence, or unexplainable disappearance.
6. This insurance does not cover:-
  - a. Breakage or damage to fragile articles of every description, stereo, video and other electronic equipment, cassette and record players, radios, household appliances, china, glassware, porcelain, objets d'art, set and unset precious or semiprecious gemstones, jewelry.
  - b. Sports equipment whilst in use.
  - c. Wear and tear, moth or vermin, cleaning, repairing or restoring process, atmospheric or climatic changes, or depreciation in value and such depreciation shall be applied wholly at the discretion of the Insurers.
  - d. Loss, breaking or damage to eyeglasses, eyelens, dentures and other refraction aids, or to hearing-aids.
7. The first BND50 of each and every claim to be borne by the Insured Person.

## **ACCIDENT OCCURRENCE**

The words "Accident Occurrence" shall mean all individual losses arising out of and directly occasioned by one catastrophic accident. However, the duration and extent of any one Accident Occurrence so defined shall be limited to both:

- a) an Accident Occurrence resulting in death and/or dismemberment and/or permanent total disablement and/or partial disablement of one (1) or more person insured by the Insurer, in respect of such risks, and
- b) 72 consecutive hours and no individual loss which occurs outside this period shall be included in that Accident Occurrence.

The Insurer may choose the date and time when such period of consecutive hours commences and if any catastrophic accident is of greater duration than the above period the Insurer may divide that catastrophic accident into two or more Accident Occurrences provided no two periods overlap and provided no period commences earlier than the date and time of the happening of the first recorded individual loss to the Insurer in that catastrophic accident.

The word "death" shall mean:

in the case of personal accidental death policies any death which qualifies for benefits under the original insuring clause issued to the Insured Person by the Insurer and occurs directly and independently of all causes within twelve (12) calendar months from the date of the Accident Occurrence causing such death, The words "dismemberment", "partial disablement" and "permanent disablement" shall mean and dismemberment or partial disablement or permanent total disablement which qualifies for benefit (including associated medical expenses) under the original policy issued by the Insurer.

## **AGGREGATE LIABILITY CLAUSE**

It is hereby declared and agreed that the Insurer's maximum liability per conveyance/location in respect of loss suffered by all Insured Persons for each and every accident and/or series of losses arising out of one accident occurrence (as per DEFINITION OF 'ACCIDENT OCCURRENCE' CLAUSE) shall not exceed the Aggregate Limit of Liability of BND5,000,000.00. In the event the Aggregate Limit of Liability is insufficient to pay the full amount of compensation for each Insured Person, then the amount payable to each Insured Person shall be reduced proportionately, based on the ratio of the Aggregate Limit of Liability to the total amount of compensation that would have been payable except for such Aggregate Limit of Liability.

Further, irrespective of the number of policies effected or obtained by the Insured Person with the Insurer, the Insurer's maximum limit of liability any one life shall not exceed BND3,000,000.00

## **ELECTRONIC DATA ENDORSEMENT B**

### 1. Electronic Data Exclusion

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:

a) This policy does not insure loss, damage, destruction, distortion, erasure, corruption or alteration of ELECTRONIC DATA from any cause whatsoever (including but not limited to COMPUTER VIRUS) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

ELECTRONIC DATA means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programs, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such data.

COMPUTER VIRUS means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network or whatsoever nature. COMPUTER VIRUS includes but is not limited to, Trojan Horses", worms" and, time or logic bombs".

b) However, in the event that a peril listed below results from any of the matters described in paragraph (a) above, this Policy, subject to all its terms, conditions and exclusions, will cover physical damage occurring during the Policy period to property insured by this Policy directly caused by such listed peril.

### 2. Electronic Data Processing Media Valuation

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:

Should electronic data processing media insured by this Policy suffer physical loss or damage insured by this Policy, then the basis of valuation shall be the costs of copying the ELECTRONIC DATA from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling such ELECTRONIC DATA.

If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However, this policy does not insure any amount pertaining to the value of such ELECTRONIC DATA to the Assured or any other party, even if such ELECTRONIC DATA cannot be recreated, gathered or assembled.

## **TERRORISM EXCLUSION ENDORSEMENT (NMA 2920)**

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any acts of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement an act of "terrorism" means an act, including but not limited to the use of force or violence and/or thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expenses of whatsoever nature directly or indirectly caused by resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act terrorism.

If Insurers allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured Person.

In the event of any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

## **TOTAL ASBESTOS EXCLUSION**

In consideration of the premium charge for this insurance, it is hereby understood and agreed that this contract shall not apply to and does not cover any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence of, or in any way involving asbestos, or any materials containing asbestos in whatever form or quantity.

## **SANCTION LIMITATION AND EXCLUSION CLAUSE**

No insurer shall be deemed to provide cover and no insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re) insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

## CLAIM PROCEDURE

1. Notice of any claim be given in writing to the Insurer as soon as possible and not later than fourteen (14) days after the incident which may give rise to such a claim.
2. All certificates, accounts, receipts, information and evidence required by the Insurers shall be furnished at the expense of the claimant in such form as the Insurers may require.
3. All claims must be submitted with comprehensive supporting information:-
  - a) In the case of Accidental Death and Medical Expenses:- Hospital and Physicians Reports giving details of the nature of the accident and the extent of injury or sickness, medical bills, police reports where relevant if death shall have resulted, a copy of the death certificate and the relevant coroner's report.
  - b) In the case of Missed Flight Connection, Travel Delay, Baggage Delay & Damage:-

All details including receipts as to date of purchase, price, model and type of items lost or damaged, a copy of the immediate notification to airline/carrier and his official acknowledgement in writing when loss or damage has occurred in transit and certified written copy of immediate police report when loss or damage has occurred in other circumstances. Reports to these authorities must be made within 24 hours of the occurrence. In respect to travelers' cheques, losses must be reported to the issuing authority immediately and in no event later than 24 hours.
4. All claims submitted are subject to additional documents or information the necessity arise.

