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1. **INTRODUCTION**

1.1 **Application of these Terms and Conditions**

These Terms and Conditions apply to:

- BSP First Visa Platinum Card
- BSP Priority Visa Gold Card
- BSP Priority Visa Silver Card
- BSP Visa Debit Card

It is important that you read and understand these Terms and Conditions before you use your Card.

These Terms and Conditions apply together with:

- BSP Electronic Banking Terms and Conditions
- Terms and Conditions applicable to your Account which you have nominated to be linked to your Card
- Terms and Conditions of all products or services offered by BSP where you may initiate and transact using your Card.

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

1.2 **Agreement to these Terms and Conditions**

By using your Card you agree to accept these Terms and Conditions. If you do not agree to these Terms and Conditions, you must not use the Card and instead return it to BSP.

If there are any aspect of these Terms and Conditions you do not understand or are unsure about, do not hesitate to contact BSP using the contact details listed at the end of these Terms and Conditions.

2. **INTERPRETATION AND DEFINED TERMS**

2.1 **Interpretation**

The use of headings are inserted for convenience and ease of reference only and are not to be considered in the interpretation or construction of any provision of these Terms and Conditions.

2.2 **Defined Terms**

The following definitions apply throughout these Terms and Conditions unless otherwise stated:

- ‘Account’ means the BSP account(s) which are linked to your Card and which you have nominated to be operated by your Card.
- ‘AIG’ means AIG PNG Limited
- ‘ATM’ means Automatic Teller Machine being a computer terminal activated by a magnetically encoded bank card which processes certain financial transactions
- ‘BSP’ means Bank of South Pacific Limited including its employees, agents, its successors and assigns
• ‘BSP Business Day’ means any day on which BSP is open for business but excludes a day which is gazetted as a public holiday
• ‘BSP First Client’ refers to BSP First Platinum Member
• ‘BSP Priority Client’ refers to a BSP Priority Gold Member or BSP Priority Silver Member
• ‘Card’ refers to a BSP Visa Debit card, BSP Priority Visa Gold card, BSP Priority Visa Silver card or BSP First Visa Platinum card
• ‘Card Details’ refers to your Card name, Card number, Card expiry date, and CVV2 Security Code
• ‘Cardholder’ means the holder of a Card
• ‘CVV2 Security Code’ means the three (3) digit number located on the reverse side of your Card to the right of the signature panel
• ‘Default Account’ means the primary BSP account which is linked to your Card
• ‘Dormant Account’ means an Account that has not been operated either by deposit or withdrawal for a period of twelve (12) months
• ‘EFT’ means Electronic Funds Transfer being any transfer of funds that are initiated by any electronic means including by telephone, internet, ATM, EFTPoS
• ‘EFTPoS’ means Electronic Funds Transfer at Point of Sale
• ‘EFTPoS Terminal’ means the electronic equipment, electronic system, communications system and software provided by or on behalf of BSP or any third party for use with your Card and PIN and or signature to conduct an EFT Transaction and includes, but is not limited to an automatic teller machine, or point of sale terminal
• ‘EFT Transaction’ means a Transaction initiated by your instruction to:
  > obtain a balance enquiry or withdraw cash using your Card and PIN from any ATM displaying the Visa logo
  > purchase goods and or services at Merchants displaying the Visa symbol by using your Card and PIN or signature depending on the relevant requirements of the Merchant
  > make a payment via the internet or telephone using your Card Details and any associated security code
• ‘Eligible BSP Visa Debit Card’ means a Visa Debit Card issued to you as an individual BSP Visa Debit Cardholder and does not include Visa Debit Cards issued to companies or corporations for TravelCover insurance.
• ‘Linked Account’ means the Account which is your Card is linked to
• ‘Merchant’ means a retailer or any other provider of goods or services
• ‘Permanent Resident’ includes a non-PNG Citizen living and working in PNG who holds a valid work permit
• ‘PIN’ means Personal Identification Number being a set or code of numbers that is supplied with your Card to enable you to use your Card to conduct a Transaction
• ‘PNG’ means the Independent State of Papua New Guinea
• ‘Purchase Price’ is the actual amount payable by you to a Merchant for the supply of goods or services
• ‘Recurring Transaction’ or ‘Standing Authority’ means a regular Transaction on your Account that you have authorised a Merchant or third party to make by providing your Card Details
• ‘Third Party’ refers to anyone who is not the cardholder. For example; a friend, relative, etc
• ‘Transaction(s)’ means any Electronic Funds Transfer transaction
• ‘Unauthorised Transaction’ means any Transaction made without your knowledge, consent or authority
• ‘You’ means the Cardholder
• ‘Visa’ means Visa Worldwide Pty Limited

3. BENEFITS OF USING THE CARD

• Access to your funds in your Account 24 Hours a day through ATM and EFTPoS
• Purchase goods and services via the Internet or Telephone
• BSP TravelCover and Travel Guard Services offered to Visa Platinum
• Banking without visiting a BSP branch

BSP First Clients will in addition to the above have access to:
• Visa Platinum Concierge Service (applicable only to Visa Platinum Cardholders)
• Visa Emergency Cash Disbursements
• BSP 24 hours a day Help Desk support

For a full list of Visa Platinum Concierge Services please contact the Visa Platinum Concierge Service on the contact details provided at the end of these Terms and Conditions or go online to www.visaplatinum.com

3.1. BSP TravelCover

Only BSP First Visa Platinum cardholders are covered under BSP TravelCover. This is an overseas travel insurance policy arranged on your behalf by BSP and is activated when you meet the activation criteria set out below. The activation criteria are also listed in the BSP TravelCover Policy Information Document.

TravelCover for BSP First Visa Platinum cardholders under the BSP TravelCover Insurance is deemed to have been activated if;
• You are a current holder of an eligible BSP Visa Debit Card, and
• You are a permanent resident of PNG and intend returning to your place of residence in PNG upon completion of your journey. A permanent resident includes a non-PNG Citizen living and working in PNG who holds a current valid work permit, and his/her spouse or defacto partner and dependent children, and
• prior to the commencement of your journey, you purchased with your Eligible BSP Visa Debit Card a minimum of One Thousand Papua New Guinean Kina (PGK1000) for your return overseas transport costs (airfares and/or cruise costs), accommodation and other journey itinerary items, as well as charges, fees and/or taxes.
Please note: In the event of a claim, you will be required to provide documentation to support your activation of BSP TravelCover by the above method.

The TravelCover policy is underwritten by AIG Policy conditions and vary according to the type of Card you hold. Please refer to the BSP TravelCover Policy Information Document located online on http://www.bsp.com.pg/Resources/Documents/BSP_Terms-Conditions/_Use-Visa-DebitCard_ONLINE.pdf for policy conditions or contact AIG using the contact details at the end of these Terms and Conditions.

3.2. Travel Guard Services

All BSP First Visa Platinum cardholders will have access to Travel Guard Services. These services include access to overseas emergency and medical assistance and vary according to the type of Card you hold.

Travel Guard is a worldwide team of highly skilled doctors and medical professionals who are available 24 hours a day by telephone to offer medical advice and assistance in the event of a medical emergency and any associated problems for cardholders travelling out of PNG.

Travel Guard provides various services free of charge to you under BSP TravelCover.

Please consult the BSP TravelCover Policy Information Document or contact AIG for information on these and other services.

Any BSP TravelCover claims and Travel Guard service enquiries should be directed to AIG.

4. HOW TO ACTIVATE AND USE THE CARD

4.1 BSP issues your Card with a PIN.

The table below shows how you can use your Card:

<table>
<thead>
<tr>
<th>Transaction Process</th>
<th>Instructions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Purchase goods or services at Merchants overseas</td>
<td>Press the ‘credit’ button and sign the transaction slip or enter your PIN.</td>
</tr>
<tr>
<td>Purchase goods or services at Merchants in PNG using a BSP EFTPoS terminal</td>
<td>Press the ‘cheque’ or ‘savings’ button and sign the transaction or enter your PIN.</td>
</tr>
<tr>
<td>Purchase goods or services at Merchants in PNG using Non-BSP EFTPoS terminal</td>
<td>Press the ‘credit’ button and sign the transaction slip or enter your PIN.</td>
</tr>
<tr>
<td>Purchase goods or services via the telephone</td>
<td>Quote your Card Details as requested.</td>
</tr>
<tr>
<td>Purchase goods or services via the Internet</td>
<td>Quote your Card Details as requested.</td>
</tr>
<tr>
<td>Transaction History, Balance Enquiry or Withdrawal of cash at BSP ATM in PNG</td>
<td>Press the ‘cheque’ or ‘savings’ button and enter your PIN.</td>
</tr>
<tr>
<td>Balance Enquiry or Withdrawal of cash at Non-BSP ATM in PNG</td>
<td>Press the ‘cheque’ or ‘savings’ button and enter your PIN.</td>
</tr>
<tr>
<td>Balance Enquiry or Withdrawal of cash at ATM Overseas</td>
<td>Press the ‘cheque’ or ‘savings’ button and enter your PIN.</td>
</tr>
</tbody>
</table>
4.2 Your Card is not Active - Activate your card Today
For security reasons, your Card is not active. You have to activate your Card before you can use it. To activate your Card, you will need to make a card transaction using your PIN. Your PIN are the 4 digits provided to you at the time you received your Card.
To activate the Card, you may:
• Pay for purchases using your Card and PIN at any BSP EFTPoS merchant terminal
• Perform a branch based transaction using your Card and PIN on a BSP EFTPoS; or
• Perform a balance enquiry or withdraw cash from any ATM that displays the Visa logo.
Before activation of your Card you cannot use it for any non PIN based transactions like online payments, telephone payments or any other payment that may require you to enter your Card PIN.

5. CARD AND PIN SECURITY

5.1 To keep your Card secure:
• sign the back of your Card immediately upon receipt
• store and keep your Card in a safe place at all times
• use your Card only within the ‘valid from’ and ‘valid thru’ dates
• upon expiry of your Card destroy it by cutting it diagonally in half or return it to BSP
• do not lend your Card to a Third Party
• take reasonable steps to protect your Card from loss or theft
• use your Card in accordance with these Terms and Conditions

5.2 To keep your PIN secure:
• do not disclose or allow your PIN to be seen by anyone including your friend or family member or while in use
• do not record or keep a record of your PIN on, near, or with your Card
• if you change your PIN, you must select a PIN which is not obvious or is not able to be easily compromised

5.3 Report a Breach of Security
Immediately notify BSP if:
• your Card is lost or stolen
• there is an Unauthorised Transaction appearing on your Account
• your Card is not issued with a PIN
• your PIN has been compromised
• you have forgotten your PIN
• your card has no Card Value Verification 2 (CVV2) on it
If you are outside PNG, you should immediately notify a bank or financial institution displaying the Visa symbol.
Upon notification, BSP will cancel your Card and PIN. BSP may also give you a notification number or some other form of acknowledgement which you should retain as evidence of the time and date of your report.
5.4 **Issue of replacement card**
If your Card is lost, stolen, damaged or otherwise cancelled due to a breach of security of your Card and PIN, BSP may issue you with a replacement card. A fee may apply for this service.

Please ask a Customer Service staff, at any branch or call the Customer Service Centre. If you are overseas and issued with a replacement card, you will need to be issued a PIN before you can use it for Transactions that require a PIN. However, in-branch cash withdrawals on your Account at financial institutions displaying the Visa symbol may still be allowed.

5.5 **Liability for Unauthorised Transactions**
BSP is liable for actual losses:
- As a result of fraudulent or negligent conduct by BSP employees or agents
- From an Unauthorised Transaction if it is reasonably certain that you have not contributed to the loss

You are liable for any actual loss of funds or any interception of information through any unauthorised access to your Account:

(a) Through your own fraud or negligence
(b) By disclosing your Card Details or PIN to a third party including a friend or family member
(c) By failing to keep your Card and PIN secure
(d) If, after you become aware of the loss, theft or breach of security of your Card and PIN and you unreasonably delay notifying BSP, you will be liable for the actual losses incurred between:
   (i) The time you first became aware of any of the events described above; and
   (ii) The time BSP is actually notified of the relevant event.

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

6. **FEES AND CHARGES**

6.1 **Bank Fees and Charges**
BSP reserves the right to charge your Account with fees and charges for use of your Card on the Account. Information on fees and charges can be viewed online at http://www.bsp.com.pg/About-Us/Rates-Fees/Fees-Charges/Personal-Banking-Fees-Charges/Other-Fees-Charges.aspx or from Customer Service Centre, Branch.

BSP may waive fees under certain conditions. If BSP waives a fee or fails to collect a fee to which it is entitled, BSP has not waived its right to collect that fee or any other fee to which it is entitled for future Transactions of the same nature.
The monthly statement of account will detail all fees and charges applied to your Account during the relevant statement period.

6.2 **Government Fees and Charges**
Any Government duties, taxes, rates or other charges incurred in respect of receipts or withdrawals made to or from your Account will be payable by you.

7. **USING YOUR CARD**

You must not use your Card for any unlawful purpose, including the purchase of goods or services prohibited by the laws of the country you are in.

7.1 **Card Acceptance at Merchants and Financial Institutions**
Your Card will normally be accepted at any financial institution or Merchant displaying the Visa symbol. However, Visa promotional material displayed at any financial institution or Merchant is not a warranty that all goods and services available at those premises are able to be purchased with your Card.

The price a Merchant may charge for goods and services purchased with your Card may vary from the price a Merchant may charge for the same goods and services purchased with cash.

Unless required by law, BSP does not accept any liability:
- if any financial institution or Merchant displaying a Visa symbol refuses to accept your Card; and
- for goods or services purchased with your Card.

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

7.2 **Using your Card on ATM and EFTPoS Network**
Your Card may be accepted at any ATM displaying the Visa or Visa Plus symbol. Depending on which ATM facility you use, you may be able to use your Card to obtain a Transaction history, do cash withdrawal or make a balance enquiry.

The EFTPoS facility located at Merchant premises displaying the Visa symbol allows you to use your Card to make purchases of goods and services. Depending on the Merchant, you may also be able to withdraw cash in addition to your purchase.

7.3 **Daily limits on withdrawals and purchases**
Cash withdrawal and purchase limits for ATM and EFTPoS Transactions apply and vary according to the type of Card you hold. Please enquire with a BSP customer service staff at any branch, call the Customer Service Centre or go online to [www.bsp.com.pg](http://www.bsp.com.pg) for more information.

BSP First Clients should contact their Personal Banker or BSP First.

Some Merchants may impose cash withdrawal limits on EFTPoS Transactions. BSP does not have any control over these imposed limitations and is not responsible for any
loss, damage or costs you may incur as a result of these limitations.

7.4 Using your Card Overseas

(i) Currency Conversion and Transaction Fees
Transaction fees and currency conversion fees apply to your Account for Transactions made overseas. If the amount of the Transaction is more than your available balance, the Transaction may be rejected and no fees will be charged.

(ii) Surcharge
Some overseas ATMs may impose a surcharge when you use their ATM to make a withdrawal. Surcharges will not appear as a separate item on your Account statement, but will be included in the total Transaction amount shown.

(iii) Exchange Rates and Conversions
Visa will convert all Transactions into PNG Kina currency in accordance with its rules. Transactions will either be converted directly to PNG Kina or will be first converted from the currency in which the Transaction was made to US Dollars and then converted to PNG Kina by Visa.

(iv) Exchange Control
The use of your <card> to pay for overseas transactions is considered an Overseas Remittance and comes under the Bank of Papua New Guinea’s Exchange Control regulations. You are responsible for the correct completion of necessary Balance of Payments forms and any required supporting documentation in terms of the Regulations.
These documents must be lodged at your branch as soon as practicable on your return to PNG or immediately after completion of any transaction via internet/phone etc. It is an offence under the Central Banking Act to make a false statement and fines and penalties apply.
BSP will monitor the use of your <card> to ensure prompt lodgment of Balance of Payments forms and any required supporting documentation is done.
(You are not permitted to remit more than K200,000 per calendar year without production of a Tax Clearance Certificate.)
BSP reserves the right to suspend/cancel any <card> considered to be in breach of these regulations together with notification to Bank of Papua New Guinea.

The use of your <card> to pay for overseas transactions is considered an Overseas Remittance and comes under the Bank of Papua New Guinea’s Exchange Control regulations.
You are responsible for the correct completion of necessary Balance of Payments forms and any required supporting documentation in terms of the Regulations.
These documents must be lodged at your branch as soon as practicable on your return to PNG or immediately after completion of any transaction via internet/phone etc.
BSP will monitor the use of your <card> to ensure prompt lodgment of Balance of Payments forms and any required supporting documentation is done. (You are not permitted to remit more than K200, 000 per calendar year without production of a Tax Clearance Certificate.)

BSP reserves the right to suspend/cancel any <card> considered to be in breach of these regulations together with notification to Bank of Papua New Guinea.


Please note that some cross-currency Transactions from overseas may be different from the amount that was originally authorised. This difference may be due to fluctuations in currency conversion rates between the date of the authorisation and the date that the Transaction clears.

The conversion rate used is a wholesale market rate selected by Visa from a range of wholesale rates one day before Visa processes the Transaction. In most cases, the conversion rate applied to refunds of a Transaction will be different to the conversion rate applied to the original Transaction.

8. TRANSACTIONS ON YOUR ACCOUNT

All Transactions need to be approved by BSP before they can proceed.

You agree that BSP may debit your Account with all Transactions initiated using your Card on any ATM, EFTPoS, Internet or Telephone.

You must check your statement of account regularly and immediately notify BSP of any error or transaction you believe is an unauthorised or disputed Transaction.

Transactions can be authorised by you:

- using your Card alone or together with your PIN, in conjunction with any electronic device
- presenting your Card to a Merchant and signing a voucher or other documentation acceptable to BSP authorising the Transaction
- providing your Card Details to a Merchant or to any other party to whom payment is to be made, either directly or via a third party, in a manner acceptable to BSP
- transferring funds electronically using BSP Internet Banking, BSP Telephone Banking or BSP Mobile Banking
- arranging an electronic debit, such as a recurring Transaction or periodical payment to be paid directly from your Account.

When you authorise a Transaction you:

- confirm the validity of the Transaction
- agree to pay the amount of that Transaction
- agree to incur and pay for any fees or charges that apply to initiating the Transaction using the Card.
8.1 **Anti Money Laundering**
You agree to provide all information to BSP which is reasonably required by it to comply with any law in PNG or any other country. You agree BSP may disclose information which you provide to BSP where required by any law in PNG or any other country. Unless you have disclosed that you are acting in a trustee capacity or on behalf of another party, you warrant that you are acting on your own behalf in entering into this Agreement. You declare and undertake to BSP that any payment of monies in accordance with your instructions to BSP will not breach any law in PNG or any other country.

8.2 **Authorisations**
If you use your Card on an ATM or EFTPoS terminal, the merchant or other person involved in the transaction may obtain an authorisation for the Transaction before the Transaction is made.

This authorisation is for the purpose of establishing that there are sufficient funds available in your Account for the Transaction. Once the authorisation is obtained, it will reduce the amount of available funds in your Account.

8.3 **Setting up Recurring Transaction and Standing Authorities**
You can, at any time, authorise a Merchant to transact on your Account by providing your Card Details. BSP is not able to cancel a recurring Transaction you set up with a Merchant unless you cancel the authority with the Merchant and the Merchant agrees to the cancellation.

Until you cancel the authority, the merchant is entitled to request BSP to debit the account and BSP is obliged to process any request in the ordinary cause. To cancel such an authority, you must notify the Merchant in writing at least 15 days before the next Transaction is due to be processed.

If the Merchant does not comply with your request to cancel the authority, you must send BSP a copy of your correspondence to the Merchant to enable BSP to dispute the relevant Transaction on your behalf.

8.4 **Reversing a Transaction**
Where you have authorised a Merchant to transact on your Account, you may be entitled to reverse the Transaction (charge back) where you dispute a Transaction made on your Account by the Merchant.

You must immediately notify BSP if you believe you are entitled to reverse a transaction. If BSP is satisfied after investigation that you are entitled to reverse a transaction, BSP will credit your Account for the amount initially debited for the Transaction.

8.5 **Time limits for reversing a Transaction**
You must immediately notify BSP of a disputed Transaction. Visa card scheme operating rules impose time limits after the expiry of which BSP is not able to reverse a Transaction. If you do not notify BSP within the time limits*, BSP may be unable to investigate your claim in which case you will be liable for the Transaction.

It is your responsibility to review carefully your statement of account. BSP is not responsible for any loss to you if you do not ask BSP to reverse a Transaction within the applicable time limit.
9. **STATEMENT OF ACCOUNT**

BSP will provide you a statement of your Account at regular intervals as agreed between you and BSP unless:

- you notify BSP in writing that you do not wish to receive statement
- BSP is not required under law to send you a statement of account

You must check your statement of account carefully and immediately notify BSP of any error or transaction you believe is an unauthorised or disputed Transaction.

10. **PROVISION OF CREDIT**

Unless BSP has agreed to provide an overdraft facility on your Account, BSP does not provide any credit in respect of your Account. Selecting the ‘credit’ button on the ATM or EFTPOS terminals when you use your Card to make withdrawals or purchases gives you access to the funds available in your Account and does not provide you with any credit in respect of your Account.

11. **ENQUIRIES AND COMPLAINTS**

If you need to make an enquiry or lodge a complaint regarding your Card or PIN or any matter relating to the use of your Card, please contact BSP using the contact details provided at the end of these Terms and Conditions.

* Time Limit - 120 days from the time, the transaction took place. Any dispute falls outside this time limit is deemed to be “Out of Time”

BSP will endeavour to address your enquiry or complaint immediately.

If for any reason, BSP is unable to do this, BSP will take steps to answer your queries or resolve your complaint within a reasonable time by giving you an expectation of the time when the matter can be resolved.

BSP will keep you informed on the progress of your complaint handling.

12. **CANCELLATION OF CARD AND PIN**

12.1. **Cancellation by BSP**

Your Card remains the property of BSP at all times. BSP reserves the right to cancel your Card or refuse authorisation of further Transactions on your Account at any time without prior notice to you if:

- BSP believes that the use of your Card may cause loss to you or to BSP
- your Account is overdrawn or has insufficient funds to cover further Transactions
- there have been no Transactions (except for fees or charges) on your Account for more than three (3) consecutive months
- you have tampered with, misused or allowed a third party to use your Card
- you are in breach of these Terms and Conditions
12.2. Cancelling your Card
You may request BSP to cancel your Card by contacting BSP on the contact details provided at the end of these Terms and Conditions. If you close your Account, your Card will automatically be cancelled. Any funds in credit balance on your Account will be paid to you in cash or by Bank Cheque payable to you. Funds which have not yet cleared on your Account at the time of closing your Account will not be released to you until the funds are cleared.

Any fees, charges and other amounts owing to BSP on your Account will be calculated and payable by you to BSP at the time of closing of your Account.

It is important that you inform the Merchant or other third party where you have set up Standing Authorities or Recurring Transaction request over your Account that you are closing your Account. BSP is not liable for any loss, claims or liability you may incur as a result of the Account closure.

12.3. What happens, when a Card has been cancelled?
When BSP cancels your Card or BSP receives instructions from you to cancel your Card BSP will confirm cancellation details with you before it cancels the Card.
Once your Card is cancelled, you are required to cut your Card diagonally in half and return it to BSP.

You are responsible for:
• the use of your Card until the Card is returned to BSP
• any Transactions debited to your Account in accordance with any Recurring Transaction request or other Standing Authority

13. VARIATION TO THESE TERMS AND CONDITIONS
BSP may, at its sole discretion, amend these Terms and Conditions from time to time as required by law or otherwise with or without prior notice to you.

Where BSP intends to vary these Terms and Conditions, BSP may, give notice to you by:
• direct communication with you (for example by notice on your account statement or via online broadcast)
• notice displayed in any BSP branch or on BSP website
• advertisement in major daily or national newspapers
• advertisement via a television network or radio station
You will be deemed to have received the notice immediately after any such display or advertisement. Any continued use of your Card shall constitute your acceptance of the varied Terms and Conditions.

14. COLLECTION, USE AND DISCLOSURE OF YOUR PERSONAL INFORMATION BY BSP
When you deal with BSP, BSP is likely to collect, use, and disclose some of your personal information. If you do not provide some or all of the information requested, BSP may be unable to provide you with a product or service.

By accepting and using your Card, you consent to BSP:
• collecting your personal information
14.1 **Collection and Use of your personal information**

BSP may collect your personal information:

- to assist in providing information about a product or service
- to consider your request for a product or service
- to enable BSP to provide a product or service
- to tell you about other products or services that may be of interest to you
- to assist in arrangements with other organisations (such as subsidiary companies) in relation to the promotion and provision of a product or service
- to perform other administrative and operational tasks (including risk management, systems development and testing, credit scoring, staff training, and market or customer satisfaction research)
- to prevent or investigate any fraud or crime (or a suspected fraud or crime);
- as required by relevant laws, regulations, codes and external payment systems.

BSP will not collect sensitive information about you without your consent.

14.2 **Disclosures by BSP**

BSP may need to disclose your personal information to:

- your referee(s)
- credit reporting or debt collecting agencies
- an organisation that is in an arrangement or alliance with BSP for the purpose of promoting or using their respective products or services (and any agents used by that organisation in administering such an arrangement or alliance)
- any service provider BSP engages to carry out or assist its functions and activities;
- regulatory bodies, government agencies, law enforcement bodies and courts
- other parties BSP is authorised or required by law to disclose information to
- other financial institutions (such as banks)
- mortgage insurers and any reinsurer of any such mortgage insurer
- your guarantors (and intending guarantors) or
- your authorised agents or your executor, administrator or your legal representative

14.3 **Accessing your personal information**

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

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

15. **GENERAL MATTERS**

15.1 **Card reissue and replacement**

BSP may issue a new Card to you at any time, provided you have not previously requested BSP to revoke this authority.
If your Card becomes faulty or damaged, you may order a replacement Card at any BSP branch or by contacting BSP using the contact details at the end of these Terms and Conditions. All such Cards are subject to these Terms and Conditions.

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

It is advisable to retry the use of your Card after a few minutes when a banking service is restored. BSP will correct any incorrect entry which is made on your Account as a result of a disruption and will adjust any fees or charges which have been applied as a result of an incorrect entry.

To the maximum extent permitted by law, BSP will not be liable for any loss or damage, including consequential loss or damage, suffered because of a disruption.

15.3 Force majeure
To the extent permitted by law, BSP will not be liable to you for any loss or damage (whether direct or consequential), nor be in default under these Terms and Conditions for failure to observe or perform any of its obligations under these Terms and Conditions for any reason or cause which could not, with reasonable diligence, be controlled or prevented by BSP, including, acts of God, natural disasters, acts of government or their agencies, strikes or other industrial action, fire, flood, storm, riots, power shortages or failures, sudden and unexpected system failure or disruption by war or sabotage.

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

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

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

**Contact Details**
Bank South Pacific Limited  
P.O Box 78, Port Moresby 121,  
National Capital District.

**Head Office**  
Corner of Musgrave and Douglas Street, Down Town Port Moresby, National Capital District,  
Papua New Guinea.

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

**ALL CARD HOLDERS**
BSP Customer Service Centre  
T 180 2000 / 320 1212 / 70301212 or when overseas (375) 322 9842  
E servicebsp@bsp.com.pg

**FOR BSP FIRST CLIENTS**
Personal Banker 320 1961  
T 305 7700 or when overseas (675) 320 1959  
E bspfirst@bsp.com.pg

For Visa Platinum Concierge Services +61(2) 9235 0260

**FOR PRIORITY CLIENTS**
BSP First/BSP Priority  
T 305 7700 or when overseas (675) 320 1959  
E bsppriority@bsp.com.pg

**FOR VISA PLATINUM MEMBER ONLY**
For all enquiries on BSP TravelCover, Travel Guard Services and Claim Enquiries, contact:  
AIG Limited  
Level 1 Deloitte Tower  
Douglas Street  
Port Moresby  
T (675) 321 2611  
F (675) 321 7034  
E infopng@aig.com