



**Terms & Conditions  
Governing Debit Card  
Issued by  
Bank of Baroda  
FIJI Operations**

## IMPORTANT

By using Bank of Baroda Debit Card you are unconditionally accepting the terms and conditions listed hereunder and will be bound by them and you accept the onus of ensuring compliance with the relevant Reserve Bank of Fiji and the Law of the Land of Fiji and all rules and regulations framed under the Act and as amended/modified/applicable from time to time and any other corresponding enactment in force from time to time. You also continue to remain bound by the terms and conditions of operation of your Savings bank account /Current Account (Individuals) with Bank of Baroda.

## DEFINITIONS

1. The “BANK” means Bank of Baroda, a body corporate constituted by and under the Banking Companies (Acquisition and transfer of undertakings) Act, 1970 and having its Head Office at Mandvi, Baroda India.
2. “Card” or “Debit Card” or “International Debit Card” refers to the Bank of Baroda Debit Card issued by the Bank to a Card Holder.
3. “Cardholder” means the approved Customer who has requested for the card upon his/her undertaking to abide by the terms and conditions herein and who has been issued the Card and who is authorized to hold and use the Card. Cardholder is referred to as “You”, “Your”, “him” or similar pronouns and all reference to the Cardholder in the masculine gender will also include the feminine gender.
4. “Account(s)” means the Cardholder’s Savings or Current Account (Individuals) that have been designated by bank to be eligible account(s) for valid operations of the Debit Card. The Cardholder should be either the account holder or sole signatory authorized to act alone when there are more than one account holders/signatories.
5. “Primary Account” shall mean in case of multiple accounts linked to the card, the account that has been designated as being the main/first account of the operation i.e. the account from which purchase transaction, cash withdrawals, charges and fees related to the card are debited.
6. “ATM” means Automated Teller Machine whether in Fiji or abroad, whether of the Bank or an ATM under specified Shared Network, at which amongst other

things, the Cardholder can use his Card to Access his funds held in his account with the Bank.

7. "Cash Dispenser" means an ATM with restricted functionality of dispensing Cash only.
8. "PIN" means the Personal Identification Number, required to access the Automated Teller Machine, allocated to the card holder by the Bank or chosen by him from time to time.
9. "Shared Network" means network of ATMs other than Banks of Baroda ATMs where debit cards are accepted.
10. "Transaction" means any instruction given by a Cardholder by using his Card directly or indirectly, to the Bank to effect action on his account.
11. "International Transaction" means the transaction performed by the cardholder through his internationally valid Debit Card outside Fiji.
12. "Account Statement" means a periodic statement of account sent by Bank to card holder or Pass Book issued by the branch where the account is maintained setting out transactions carried out by the cardholder(s) during the given period and the balance on that date. It may also include any other information that Bank may deem fit to include.
13. "Merchant" or Merchant Establishment" shall mean establishments wherever located which accept/honor the Card and shall include amongst other airline organizations, railways, petrol pumps, shops, stores, restaurants etc. advertised by the Bank from time to time.
14. "Electronic data capture (EDC) "refers to electronic Point of sale terminals whether in Fiji or overseas, whether of the Bank, any other Bank on the network, those permit the debit of the account(s) for purchase transactions from the member establishments.
15. "Valid Charges" means charges incurred by the Cardholder for purchase of goods or services on the card or any other charges as may be included by the Bank from time to time for the purpose of this product. All charges are in Fijian Dollar "FJD"

16. "Force majeure Event" means any event such as fire, earthquake, flood, epidemic, strike, lockout, labor controversy, industrial disputes, riots, civil disturbance, war, civil commotion, natural disasters, act of God, failure or delay of any transportation agency, or other furnisher of essential supplies or other facilities, omissions and acts of public authorities including changes in Law or other regulatory authority acts beyond the control of the Bank, or for any other reasons which cannot reasonably be forecast or provided against, and which cannot be predicted by men or ordinary prudence.
17. "Law" includes all applicable statutes, enactment, acts or legislature or Parliament, ordinances, rules, by-laws, regulations, judgments, notifications, guidelines, policies, directions, circulars, directives and orders of any Government, statutory authority, tribunal board, court or recognized stock exchange; final interim decrees and judgments.
18. "Technical Problem" includes any problems and difficulties arising due to the power end electricity failure, computer errors, programming errors, software or hardware errors, computer breakdown, non-availability of internet connections, communication problem between the Bank's server and ATM network, shutting down of the Bank's servers, non-availability of links, corruption of the computer software, problems in ATM or any other service providers infrastructure and telecommunication network, problem in any telecommunication network and any other technology related problems access the Automated Teller Machine, allocated to the card holder by the Bank or chosen by him from time to time.

**BANK OF BARODA DEBIT CARD IS ISSUED ON THE FOLLOWING TERMS AND CONDITIONS**

**1. CARDHOLDERS'S OBLIGATIONS**

- i) The issue and use of the Card shall be subject to the rules and regulations in force from time to time as issued by Bank of Baroda, Reserve Bank of Fiji, RBI, Exchange control Regulation
- ii) The card shall be valid only for transaction options, as permitted by the Bank from time to time in Fiji and overseas, at Bank of Baroda ATMs, ATMs of other banks which are member of VISA network and Point of sales swipe terminals at Merchant establishment.
- iii) The card is not transferable or assignable by the cardholder under any circumstances



- iv) The Card is and will be the property of Bank of Baroda at all times and shall be returned to the Bank immediately upon Bank's request unconditionally. The cardholder is requested to ensure that the identity of the Bank's officer is established before handing over the Card.
- v) The cardholder is required to sign the Card immediately upon receipt. The Cardholder must not permit any other person to use it and should safeguard the Card from misuse by retaining the Card under his personal control at all times.
- vi) The PIN issued to the Cardholder for use with the Card or any numbers chosen by the Cardholder as a PIN will be known only to the Cardholder and is for his personal use and is strictly confidential. A written record of the PIN should not be kept in any form, place or manner that may facilitate its use by a third party. The PIN should not be disclosed to any third party, either to staff of the Bank or the merchant establishments under any circumstances or by any means whether voluntarily or otherwise.
- vii) The cardholder's account will be debited immediately with the amount of any withdrawal, transfer, valid charges and other transactions effected by the use of the Card. The Cardholder will maintain sufficient funds in the account to meet any such transaction.
- viii) The Cardholder shall maintain, at all times, such minimum balance in his account as the bank may decide from time to time, and the Bank may at its discretion, levy such penal or service charges as per Bank's rules from time to time and/or withdraw the Card Facility, if at any time the amount of the balance falls short of the required minimum as aforesaid, without giving any further notice to the Cardholder and/or without incurring any liability of responsibility whatsoever by reason of such withdrawal.
- ix) The cardholder should not use or attempt to use the Card without sufficient funds in the Card account. In the event of payment/debit made in excess of the balance available in the Cardholder's card account for any reason whatsoever, the Cardholder undertakes to repay such overdrawn amount together with interest as applicable from time to time and charges that may be debited by the Bank within 3 days of such overdrawn amount.
- x) The Bank shall have the right of set off and lien irrespective of any other lien or charge, present as well as future on the balance held in the card

holder's primary and/or secondary account/s or in any other account whether in single name or joint names to the extent of all outstanding dues, whatsoever, arising as a result of services extended to and/or used by the cardholder.

- xi) The Cardholder will be responsible for transactions effected by use of the Card , whether authorized by the Cardholder or not and shall indemnify the Bank against any loss or damage caused by an unauthorized use of the Card or related PIN, including any penal action arising there from on account of any violation of Bank's guidelines or rules framed under the RBI/RBF/Exchange control regulations/law of the Land or any other law being in force in Fiji and/or any other country/state continent/territory wherever located in the World at the time, notwithstanding the termination of this agreement.
- xii) In case of joint account, where only one Card is issued to a joint account holder, the other joint account holder/s shall expressly agree with and give consent on the application form for issue of the Card. If more than one person sign or agree to be bound by these terms and conditions, the obligation of such persons hereunder will be joint and several and as the context may require. Any notice to any such person will be deemed as an effective notification to all such persons:-
- a) In case, any of the joint account holder's gives "STOP OPERATION" instructions, no operations will be allowed on such Card accounts though the use of the Card. Any or more joint account holders only in respect of such Card accounts in which he/she is a joint account holder can give 'Stop Payment' Instructions.
- b) All the joint account holders shall jointly instruct the Bank to revoke "Stop Payment Instructions".
- xiii) The Cardholder is requested to note that the Card is valid up to the last day of the month/year indicated on the Card. The renewed Card Shall be sent by the Bank, upon evaluation of the conduct of the account. The Bank reserves the sole right of renewing your Card account on expiry. The Cardholder undertakes to destroy the expired debit card by cutting it into several pieces.

- xv) Issuance of the Card will be governed by the Law of the Land in Fiji and guidelines laid down by Bank of Baroda at any point of time. Please note that card cannot be issued to incapacitated individuals- having blindness, handicapped partially or fully, mentally or physically handicapped, illiterate, etc. or any incapacities which render the person unfit for normal operations independently. In case of a person is incapacitated at any point of time it is his/her duty to inform bank for hotlisting card to prevent misuse. Bank will not be liable for any transactions done by card.
- xvi) In deceased cases, cardholder/heirs are protected from financial liability due to Card misuse only after incident of death is reported to be Bank. No coverage will be available on cash withdrawals/POS Purchase transactions done by misuse of card until bank is informed for card hotlisting. Bank is not liable for any transactions done before card is hotlisted.

## 2) FEATURES OF THE DEBIT CARD

- i) ATM Facilities: The following facilities at Bank of Baroda ATMs pertaining to the Card Account shall be offered at the sole discretion of the Bank in ATMs subject to change from time to time, without prior notice
  - a) Withdrawal of Cash by the Cardholder from his Card account up to a stipulated number of occasions and limit during the cycle of 24hours, as may be prescribed, by the Bank from time to time.
  - b) Enquiry about the balances in the Card Account(s)
  - c) Printing of mini Statement Account
  - d) Change of PIN
- ii) At other banks which are member of VISA network the following facilities shall be offered, which are subject to change from time to time without any prior notice:
  - a) Withdrawal of Cash by the Cardholder from his Card account up to a stipulated number of occasions and limit during the cycle of 24hours, as may be prescribed, by the Bank from time to time
  - b) Enquiry about the balances in the Card Account(s)
- iii) PIN is secret four digit code number referred to as ATM-PIN, which is assigned by the Bank to the Cardholder. The Cardholder will be required to enter the PIN to avail ATM services using the card. Cardholder should ensure that the PIN mailed by the Bank is received in a sealed envelope without tampering.
- iv) The Cardholder is advised to change the PIN immediately through the relevant menu option in the Bank ATM and he is also advised to keep the PIN changed at frequent intervals. If the Cardholder forgets the PIN, he shall apply to the Bank for the regeneration of the PIN. New PIN may be issued at the sole discretion of the Bank, upon request in writing and payment of the requisite fee.

- v) The Bank may from time to time, at its discretion, tie up various agencies to offer various features on Debit Cards. All these features would be on best effort basis only. The Bank does not guarantee or warranty the efficacy, efficiency and usefulness of any of these products or services offered by any service providers/merchant/outlets/agencies. Dispute, if any would have to be taken up with the merchant/agency, etc directly without involving the Bank.

### 3) ATM USAGE

- I) The card is accepted at Bank of Baroda's ATMs in Fiji and VISA network worldwide.
- II) Cash Withdrawals performed by the Cardholder on VISA network in Fiji and overseas will be subject to a fee as per prevailing tariff of charges and will be debited to the account at the time of such withdrawal and/or balance enquiry transactions. All transactions at non Bank of Baroda ATMs whether executed or failed are subject to the charges as determined by the Bank from time to time.
- III) For all cash withdrawals, cheque deposits (wherever provided) at Bank ATM, any statements/receipts issued by the ATM at the time of deposit or withdrawal shall be deemed conclusive, unless verified and intimated otherwise by the Bank. Any Such verification shall be final and conclusive and verified amount will be binding on the Cardholder.
- IV) The Bank will not be liable for any failure, due to technical problems or Force Majeure Events, to provide any service or to perform any obligation there under.
- V) Bank will not be liable for any consequential or indirect loss or damage arising from or related to loss/use of the Card and / or related PIN howsoever caused.
- VI) The availability of ATM services in the country other than Fiji is governed by the local regulations in force in the said country. The Bank will not be liable if these services are withdrawn without notice thereof.

### 4) MERCHANT ESTABLISHMENT USAGE

- I) The card is accepted at all VISA electronic Point of Sale terminals at merchant establishments in Fiji and Overseas.
- II) The Card will be accepted only at Merchant Establishments that have EDC terminals. Any usage of the Card other than electronic use will be deemed unauthorized and the Cardholder will be solely responsible for such transactions. Please note that the Cardholder should use PIN as mode of authentication for use of the Card at EDC machines at Merchant Establishments. Never let anyone see you enter your PIN.
- III) The Cardholder is required to retain a copy of the sales slip whenever the Card is used at merchant establishments. Bank will not furnish copies of the sales slip. Any sales slip which can be proven as being authorized by him, will be deemed to be his liability.



- IV) Bank will not accept any responsibility for any dealings the merchant may have with the cardholder, including but not limited to the supply of goods and services so availed or offered. If Cardholder has any complaint relating to any merchant establishment, he should resolve the matter with the merchant establishment and failure to do so will not relieve him from any obligation to the Bank.
  
- V) Bank accepts no responsibility for any charges over and above the value/cost of transactions levied by any merchant establishment and debited to Cardholder account along with the transaction amount.

- VI) A purchase and a subsequent credit for cancellation of goods/services are two separate transactions. The refund will only be credited into Cardholder Account (less cancellation charges) as and when it is received from the merchant. Unlike debit transactions, credit transactions are not given effect online; hence if the credit is not posted in account within 30-days from the day of refund, the Cardholder will notify the Bank along with a copy of the credit note from the merchant.
- VII) In case of card linked to multiple accounts, transaction at merchant establishments will be effected only on the primary account. In case there are insufficient funds in the said account, the Bank will not honour the transactions even if the necessary funds are available cumulatively or severally in the other accounts linked to the Card.
- VIII) The Card is not to be used at Hotels during check-in for “blocking the amount” as done for credit cards and also at other merchant establishments where advance payment is required even before completion of the purchase transactions or services
- IX) The Card should not be used for any Mail order/Phone and any such usages will be considered unauthorized and the Card holder shall be solely responsible
- X) The Cardholder agrees to use Card up to a stipulated number of occasions and/or up to an amount limited for a cycle of 24 hours, as may be prescribed by the Bank from time to time.

## **5. INTERNATIONAL USE**

- (i) The Cardholder is required to use the card strictly in accordance with the Exchange Control Regulations of Reserve Bank of Fiji. In the event of failure to comply with the same, the Cardholder is liable for action under Exchange control Regulation Act, Fiji and may be debarred from holding the Card from the Bank either at the instance of the Bank or the RBI/RBF/Law of Fiji. The Cardholder shall indemnify and hold Bank harmless from and against any/all consequences arising from his not complying with the Exchange Control Regulations of RBF.
  - (ii) The Bank shall be under no liability whatsoever and shall be deemed to the indemnified in respect of a loss or damage arising directly or indirectly out of the

Decline of a charge caused by the Cardholder having exceeded the foreign exchange entitlements

- (iv) The Card may be used, by Cardholders going abroad for bonafide personal expenses, during the trip abroad.
- (v) Nonresidents can hold the internationally valid debit card, provided all dues arising out of its use in Fiji/abroad are met out of a NRE Account held at the Bank.
- (vi) The Cardholder agrees that every transaction for withdrawal of foreign currency will attract a service fee stipulated by the Bank. The service fee is liable to change without notice.
- (vii) The exchange rate used for all foreign currency transactions will be decided by the Bank/VISA and will be binding on the Cardholder.

## **6. FEES**

- (i) Bank's Debit Card is currently offered free of charge to primary account holder for 3 month only(1st July 2021 to 30th Sep 2021) However, Bank reserves the right to levy actual fees at a later date from 1<sup>st</sup> Oct,2021 without prior notice. Such fees if any and so levied will be debited to cardholder's primary account on the Cardholder's approval/renewal at Bank's discretion. These fees are not refundable. Charges for other services will be debited at prevailing rates.
- (ii) Transaction fees for cash withdrawals wherever applicable, will be debited to the account at the time of posting the Cash Withdrawal.
- (iii) All charges in foreign currency will be debited in the account in FJD.
- (iv) The charges for usage of the Debit Card may be revised/changed by the Bank from time to time without prior intimation to the individual Cardholder.
- (v) Bank reserves the right to change/add charges without any notification to customers. At present bank is charging Card replacement charges of FJD \$10 and Pin Regeneration charges of FJD \$5.

## **7. LOST OR STOLEN CARD**

- (i) If the Card is lost or stolen, the Cardholder must report the loss to the Bank immediately for hot listing the Card. Though the loss or theft may be reported by means of the Customer Service, at his own expenses, the Cardholder must confirm the same in writing to the Bank as soon as possible. A copy of the acknowledged police complaint must accompany the said written confirmation.

- (ii) Cardholder is protected from any financial liability, after the loss/theft is reported to the Bank, arising from any purchase transaction done on his card from the time Cardholder reports the loss to the Bank. It may please be noted that NO SUCH COVERAGE will be available on the CASH withdrawals done through ATMs as such transactions are governed by PIN, which is confidential to Cardholder only.
- (iii) The Cardholder agrees to indemnify the Bank fully against any liability (civil or criminal), loss, cost, expenses or damages that may arise due to loss or misuse of the Card in the event that it is lost and not reported to the Bank or lost and misused before it is reported to the Bank.
- (iv) The replacement Card may be issued at the sole discretion of the Bank after the receipt of written request and upon payment of requisite fees, provided the Cardholder has, in all respects, complied with the terms and conditions.
- (v) If the lost/stolen card is subsequently recovered, the Cardholder shall not use the same and destroy the card by cutting it into several pieces through the magnetic strip.
- (vi) Cardholder may inform bank through Hotline Toll free number 132999 about loss of cards FOR CARD HOTLISTING/BLOCKING

## **8. DISCLOSURE OF INFORMATION**

- (i) The Cardholder shall provide any information, records or certificates relating to any matters that the Bank deems necessary, as and when requested by the Bank. The Cardholder will also authorize the bank to verify the veracity of the information furnished by whatever means or from whichever source deemed necessary. If the Cardholder declines to provide the information or provides incorrect information, the Bank at the sole discretion may refuse renewal of the Card or cancel the Card forthwith.
- (ii) The Bank reserves the right to disclose, in strict confidence, to other institutes, such information concerning the Cardholder's account as may be necessary or appropriate in connection to its participation in any Electronic Fund Transfer Network.



- (iii) The Bank also reserves the right to disclose customer information to any court of competent jurisdiction, quasi-judicial authorities, law enforcement agencies and as other wing of Central or State Government.
- (iv) The Bank reserves the right to report to the RBF/FIU expenditure undertaken by its Cardholders, in foreign currencies to ensure that the basic Travel Quota/other permissible entitlements are not exceeded by the Cardholder(s).

## **9. STATEMENTS AND RECORDS**

- (i) The records of Card Transactions will be available on the account statement issued by the Bank.
- (ii) The Bank's record of transactions processed by the use of the Card shall be conclusive and binding for all purposes.

## **10. DISPUTES**

- (i) In case of purchase transactions, a sales slip with the signature of the Cardholder together with the Card number noted thereon or a PIN validation shall be conclusive evidence between the bank and the Cardholder as to the extent of the liability incurred by the Cardholder. The Bank shall not be required to ensure that the Cardholder has received the goods purchased/availed of the service of his transaction.
- (ii) The Bank shall make bonafide and reasonable efforts to resolve an aggrieved Cardholder's disagreement with an applicable charge indicated in the account statement or as otherwise determined by the customer within 45 days of the receipt of notice of disagreement. If after such effort Bank determines that the charge is correct, then it shall communicate the same to the Cardholder.
- (iii) The Bank accepts no responsibility for the refusal by any establishment to honour the Card whether due to technical reason or otherwise.
- (iv) This agreement will be construed in accordance with and governed by the laws of Fiji. All disputes are subject to exclusive jurisdiction of the Courts of Fiji, irrespective of whether the application for issuance of card was submitted to any branch of the bank in Fiji or whether any other Court may have concurrent jurisdiction in the matter.
- (v) The Cardholder shall be liable for all the costs associated with the collection of dues and legal expenses.

## **11. GENERAL**

- (i) The Cardholder will notify the Bank in writing of any change in his employment and/or office or residential address and telephone numbers.
- (ii) Any notice sent by the Bank by post will be deemed to have been received by the Cardholder within 5-working days from the posting of the notification to the address last given to Bank in writing by the Cardholder. Publication of changes by such means as the Bank may consider appropriate will constitute effective notice to the Cardholder thereof.
- (iii) The Bank reserves the right to add, delete or vary any of the terms and conditions, policies, features and benefits upon notice, as described above, to the Cardholder. Use of the Card after the date upon which any of these alterations are to take effect will be taken to be evidence of the acceptance, without reservations by the Cardholder of such changes.
- (iv) When Cardholder completes a transaction through an ATM, he can opt to receive a printed transaction record. The amount of available funds is shown on the ATM receipt when he uses his Card. The Cardholder is advised to obtain the receipt and to retain with him the record of transaction generated by the ATM.
- (v) The Bank reserves the right to launch the scheme for loyalty points for various types of transactions and redeeming thereof. The scheme shall come into force as per the terms of notification as given by the Bank. The terms of the scheme shall be in addition to and not in derogation to the terms and conditions of the card herein.

## **12. LIMITATION OF BANK'S LIABILITY**

The Bank shall not be liable to the Customer or to any third party, for any loss or damages suffered due to the following reasons:-

Any action carried on by the Bank, based upon the instructions of the Customer by exercising due diligence and reasonable care.

- II. Any action carried on by the Bank in good faith based upon the instructions of the customer.
- III. Any unauthorized and illegal transactions occurring through the use of Bank Account(s), which can be attributed to the fraudulent or negligent conduct of the customer.
- IV. Intrusion or hacking into the computer system/network or communication network of the Bank.
- V. Failure to carry out any instructions of the Customer due to insufficiency of balance in the Customer's bank account(s).
- VI. Failure of the customer to access the Bank account due to any Force Majeure Event or any Technical Problems or any other reason beyond the control of the Bank.

- VII. Failure of the customer to inform to the Bank when the Customer's Bank account is being illegally used by third parties for carrying out unauthorized and illegal transactions.
- VIII. Failure of the Customer to keep confidential and secure PIN or any passwords, keywords or other identification marks given to the Customer for operating of the Bank account and/ or card.
- IX. Failure of the Customer to inform the Bank regarding any changes in the Customer's Personal information or Account information.
- X. Violation of any foreign Law.
- XI. Breach of any of the other terms and conditions stated herein by the Customer.
- XII. Customer is solely responsible for all the online transactions done on the internet.

Under no circumstances shall the Bank be liable for any damages, whatsoever whether such damages are direct, indirect, incidental, consequential and irrespective of whether any claim is based on loss of revenue, investment, production, goodwill, profit, interruption of business, or any other loss of any character of nature whatsoever and whether sustained by the customers or any other third party.

### **13. TERMINATION**

Bank of Baroda Debit Card Bank of Baroda Building 86-88 Markstreet Suva Fiji Telephone 679-7734202/679-3311400 Toll free Hot-listing Line 132999 Website [www.bankofbaroda-fj.com](http://www.bankofbaroda-fj.com)

- i) The Bank reserves the right to cancel/withdraw the Card or any of the other services offered at any time without assigning any reason.
  - ii) If the Cardholder decides to close his account with the Bank, the Card(s) issued with this account, as the primary account would automatically stand cancelled. The Cardholder(s) must immediately cease to use the Card and destroy and return all his/additional Cardholder's cards that are linked to this account. In case any outstanding Card transactions that have not yet been debited to the account, the same will be netted of from the balance prior to the bank returning the funds to him. In case the account is closed, due to any reason whatsoever, prior to debit of any outstanding card transactions, Cardholder(s) are liable to refund the amount along with the interest and charges applicable from time to time.
  - iii) The Bank shall be entitled to terminate the Card facility with immediate effect and the Card shall be returned upon the occurrence of any of the following events:-
    - a) Failure to comply with the terms and conditions herein set forth.
    - b) In the event of default under an agreement or commitment entered into with the Bank
    - c) The Cardholder becoming the subject of any bankruptcy, insolvency proceedings or proceedings of the similar nature.
    - d) Demise of the Cardholder.
    - e) Failure to maintain required balance.
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