## **Cash Installment Plan Application**

Cardholder Signature:

Total amount with handling fee: LKR\_\_\_\_\_

For office use only



Credit (	Card Accou	nt Information					
Name of	f the Credit C	Cardholder					
Home A	Address						
Contact	Number						
Email A	ddress						
Credit Card Number							
Cash Advance Amount (LKR)*			W	Withdrawal Date		Preferred No of Installmen	
	n LKR 25 00	00/- and Maximu	m up to 50% of Cred	lit limit subject to a	vailable lim	nit on the	
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	referred inst	tallment scheme	s and handling fees	1			
rd. ** <b>Pr</b>		tallment scheme	s and handling fees	18	24		
rd. ** <b>Pr</b> <b>Months</b>	3				<b>24</b> 17.7		
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Date: \_\_\_/\_\_\_/\_\_\_

Captured By: \_\_\_\_\_

Approved By: \_\_\_\_\_

Date: \_\_\_/\_\_\_

Date: \_\_\_/\_\_\_

## **TERMS & CONDITIONS**

## CASH INSTALLMENT PLAN FOR SAMPATH CREDIT CARDHOLDERS

- 1. This cash installment plan ("CIP") facility will be available to all Cardholders ("Cardholder") in possession of credit cards issued by Sampath Bank PLC ("the Bank"), for cash advance transactions done using the card except for quasi cash and any other cash equivalent transaction that may be decided at the discretion of the Bank.
- 2. The Bank reserves the right to withdraw this offer to any or all the Cardholders at its discretion.
- 3. The Cardholder agrees that the Bank may at its discretion require a minimum/maximum amount to qualify for this CIP facility.
- 4. The Cardholder shall be liable for all installments falling due under the plan including any charges therein irrespective of the beneficiary of such payment.
- 5. This application of the CIP facility is subject to the transaction being approved by the Bank within the available balance in the Cardholder's Card account. Cardholders who are delinquent (not current in their payments) or who have utilized the Cred it Card in excess of their credit limits will stand to have their cash installment plan facilities rejected by the Bank until such time they are able to regularize their credit card accounts or until any other time as determined by the Bank.
- 6. The Cardholder agrees that the first Installment will be debited to the credit card account by the bank on **receipt of the signed** CIP application form or **any legally acceptable request from Cardholder**. The amount of balance Installments will be debited to the Cardholder's Card Account on monthly basis, and will be included as a transaction appearing on the statement to be sent to the Cardholder by the Bank in relation to the Card Account. Value of each Installment shall be treated in the same way as a transaction charged to the said Card Account which shall be paid by the Cardholder to the Bank in the same manner. Except where expressly provided herein the payment can be made by the Cardholder in the same way as the Cardholder Agreement.
- 7. All Installment amounts paid are non refundable and the Installment period of the CIP facility as approved by the Bank may not (except as permitted under paragraph 8 below) be varied. The Bank is authorized to continue to debit the Cardholder's Card account in ac cordance with these Terms and Conditions.
- 8. The Cardholder may at anytime repay to the Bank the total sum of the installments then remaining payable in full under the CIP facility by notifying the Bank in writing.
- 9. If the Cardholder's Credit Card is cancelled/ terminated/ blocked/ not renewed/ in excess of the permitted credit limit due to default/ delinquency/ non payments of dues at any time during the CIP facility the total outstanding installments shall become immediately due and payable by the Cardholder under the Terms and Conditions. No reversal can be made once the Bank has billed the total balance.
- 10. The Bank reserves the right to block the Credit Card Account by the total amount of the CIP facility transaction amount and respective handling fee upon the CIP facility being approved by the Bank, or after evaluating the Cardholder's account at the end of each billing cycle or any other such time.
- 11. The Bank shall not be liable for any consequence arising out of the Bank's failure to recover the installment due, due to inadequacy of funds and/or credit facilities provided always that of the Bank shall at its sole discretion decide to carry out the instructions notwithstanding such inadequacy of funds (in the absence of express instructions to the contrary) the Bank may do so without seeking prior approval from or notice to the Cardholder and the Cardholder shall be responsible for the resulting overdraft, advance or credit thereby credited. The Bank however shall not be held liable in any manner whatsoever for any loss, claims, or expenses if the Bank shall at such its sole discretion from carrying out such recoveries.
- 12. No delay or omission of the Bank in exercising or enforcing (whatsoever wholly or in partly only) any right or remedy of the Bank and shall not be construed as a waiver of such right or remedy.
- 13. The Bank reserves the right to alter these Terms and Conditions from time to time and may notify the Active Cardholders of such alternations in legible writing/electronic means, at least ten (10) days before the effective date. The Cardholder will be bound by such alternations unless the sum of all Installments then remaining outstanding under the CIP facility settled in full before the date upon which any such alternation is to have effect. Any claim, summons, advice or notice relating to this extended settlement plan facility which the Bank may desire to convey to the Cardholder shall be deemed to have been duly given to the Cardholder if given in writing by post to the address of the Cardholder last known to the Bank.
- 14. Any claim, summons, advice or notice relating to this cash installment plan facility which the Bank may desire to convey to the Cardholder shall be deemed to have been duly given to the Cardholder if given in writing by post to the address of the Cardholder last known to the Bank
- 15. The Bank reserves the right to impose service fees and/or other charges/commission on the CIP facility from time to time as the Bank in its absolute discretion deems necessary and will be communicated to all active Cardholders in legible writing/electronic means, at least ten (10) days before the effective date. In the event of any dispute regarding any of the Terms and Conditions contained herein, the decision of the Bank shall be the final.
- 16. Unless otherwise provided herein, the terms mentioned above are supplementary to and forming part of Credit Card Cardholder Agreement ("Cardholder Agreement") between the Cardholder and the Bank including any subsequent variations or amendments thereto. In the event of any inconsistency between these Terms and the General Terms and Conditions of the Cardholder Agreement, the terms and conditions contained herein shall prevail to the extent that the same relates to matters involving payments under this CIP facility.
- 17. This Agreement shall be governed and construed in accordance with the laws of Sri Lanka.
- 18. Any communication in connection with this should be address to the Manager Card Centre, Sampath Bank PLC, No110, Sir James Peiris Mawatha, Colombo 02.