



## **Code of Conduct for Credit Card Operations**

### **LOLC FINANCE PLC**

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## **1. Preface**

- 1.1** This is a mandatory code of conduct (hereinafter referred to as 'Code') prepared in terms of the Credit Card operational guidelines No. 01/2010 issued by the Central Bank of Sri Lanka for adoption by Credit Card issuing member banks/ institutions (hereinafter referred to as 'Issuer') and/or their associates. It is expected that this code will act as a benchmark service standard in dealings with individual customers. The Code details the obligations the issuers undertake when issuing credit cards and other card products. This code will guide issuer's staff in dealing with customers. The Code is expected to help the credit card users understand their rights and measures they should take to protect their interests. The issuers who adopt this Code will place it on their websites and make copies available to customers on request.

### **About this Code**

- 1.2** As a mandatory document, the Code promotes competition and encourages market forces to achieve higher operating standards for the benefit of the customers. In the Code, 'we/our' denotes the issuer. The standards of the Code are governed by the key commitments detailed in section 2. Unless stated otherwise, all parts of this Code apply to all the credit card products and services, whether we provide them across the counter, over the phone, on the internet and/or by any other method.

Commitments outlined in this Code are applicable under normal operating business environment. In the event of force majeure, it should be clearly understood that we may not be able to fulfill the commitments under this Code.

## 2. Key Commitments

### We are committed to:

- 2.1** Act fairly and reasonably in all our dealings by;
  - a. meeting the standards in this Code, for the products and services we offer, and in the procedures and practices our Staff/Agents/Partners will follow.
  - b. making sure our products and services comply with relevant laws, regulations, guidelines, directions and circulars.
  - c. ensuring that our dealings with customers, rest on ethical principles of integrity and transparency.
  - d. engaging in lawful and ethical consumer practices.
  
- 2.2** Help the customer understand how our credit card products and services operate by offering the following information in a simple language;
  - a. what are the benefits to the customer?
  - b. how the customers can avail of the benefits?
  - c. what are the costs, fees and charges?
  - d. whom/how the customer can contact to address their queries?
  
- 2.3** Deal quickly and effectively with customer queries and complaints by;
  - a. offering channels to route their queries.
  - b. listening to them patiently.
  - c. communicating responses to the customers within 05 working days of receipt of complaint/ query.
  - d. informing the customers how to take their complaint forward, if they are not satisfied with our response.
  
- 2.4** publicize this Code, by making it available for public access on our website and make copies available to customers on request in all 3 main languages; English, Sinhala and Tamil.

### **3. Information (Enabling the customers to choose products and services, which meet their needs)**

**3.1** Prior to issuing a credit card, we will;

- a. provide information explaining the key features of our credit card products including;
  - relevant terms and conditions;
  - applicable fees and interest rates;
  - method of calculating minimum amount due and interest;
  - how to avoid or minimize the interest charges and penalty charges;
  - billing and payment procedures;
  - renewal and termination procedures; and
  - any other important information that may be required to operate the card;
- b. make the customer aware of the minimum information/ documentation required from the customer to enable us to issue a credit card including the documentation with respect to their identity, address, employment etc., and any other document that may be stipulated by statutory authorities in order to comply with legal and regulatory requirements.

**3.2** verify the details provided by the customer on the credit card application by contacting via telephone and/or visiting through agencies appointed by us for this purpose, if deemed necessary.

**3.3** We will inform our targeted turnaround times when the customers apply for a product/ service.

**3.4** We will provide a User Guide detailing the terms and conditions, interest and charges applicable, rights and liabilities of the customer if the credit card is lost/stolen/misused and other relevant information with respect to usage of the credit card, along with the first credit card.

**3.5** We will provide our contact details such as telephone numbers, postal address, website/ email address to enable the customers to contact us whenever they need to.

**3.6** We advise the customer to collect all payment receipts to reconcile their monthly statements. If the customer does not recognize a transaction, which appears on the credit card statement, more details will be provided, if requested. In some cases, we may need the customer to provide us confirmation or evidence to prove that they have not authorized a transaction.

## **4. Tariffs (Interest/ Fees/ Charges)**

**4.1** We will provide our schedule of fees and charges (including interest rates);

- a. with the application form,
- b. when the customer calls on the customer service numbers,
- c. on our website, or
- d. through our designated staff.

**4.2** We will clearly explain how we apply interest and/or charges to customer's account using examples, on request, in addition to the information in the credit card statement and the publication available on the website.

### **4.3 Changes in our tariffs**

When we change our tariffs (interest rate and/or other fees/charges) on our credit card products, we will update the information on our telephone messages, website, and/or on the credit card statement, in order to notify the customers at least 10 days prior to implementation of such changes.

## 5. Sales and Marketing Ethics

### 5.1 Field Personnel

- a. Our sales representatives will identify themselves when they approach customers and potential customers for selling card products.
- b. In the event of receipt of any complaint from customers, that our representative has engaged in any improper conduct, we shall take appropriate steps to handle/ manage the grievance.

### 5.2 Telemarketing

- a. If our telemarketing staff/agents contact the customers over the phone for selling any of our credit card products or with any cross sell offer, the caller will identify himself/herself and advise the customer that he/she is calling on our behalf.
- b. It is ensured that customers will be contacted only when the call is not expected to inconvenience the customer. Generally, would be between 0800hrs and 1900 hrs.
- c. Calls earlier or later than the prescribed time period may be placed only when the customer has authorized to do so either in writing or verbally.

### 5.3 Telemarketing Etiquette

Our telemarketing staff will follow acceptable tele-calling etiquette as follows;

#### 5.3.1 Pre Call

Calling only on lists that have been cleared by the Company or Business Division i.e. Card Centre.

#### During a Call,

- a. Identify themselves and our company, and state reason for the call.
- b. Request permission to proceed, if denied permission, apologize and politely disconnect.
- c. Always offer to call back on landline, if call is made to a mobile phone.
- d. To the extent possible, talk in the language which the customer is most comfortable.
- e. Keep the conversation limited to business matters. Never interrupt or argue.
- f. Check for the customer's understanding of the 'Most Important Terms and Conditions' if the customer plans to buy the product.
- g. Provide their telephone number, their supervisor's name or our company contact details, if requested by the customer.
- h. Thank the customer for their time.

### **5.3.2 Post Call**

- a. If the customer has expressed lack of interest for the offering, we will endeavor not to call the customer for the next 3 months with the same offer.
- b. In the event a customer calls regarding products already sold, the sales staff will direct the customer to the relevant department/ unit of the company to handle such queries.

### **5.4 Confidentiality of Customer Information**

The sales representatives will respect the customer's privacy at all times. The customer's interest may generally be discussed only with the customer and any other individual/family member such as the customer's accountant/secretary/spouse, if authorized by the customer in writing, by e-mail, by recorded telephone line, by fax or SMS.

### **5.5 Training**

The sales representatives are provided with the required training and guidance in order to perform their task effectively.

## **6. Issuance of Credit Card / PIN**

- 6.1** We will generally dispatch the customer's credit card to the mailing address mentioned by the customer through courier/ registered post. Alternatively, we shall deliver the customer's credit card to an address under the customer's specific instructions.
- 6.2** The credit card received by the customer is not activated, and customer will have to activate the card as prescribed by the Company ie by Contacting the Customer Service Hotline. Operated 24hrs, 365 days in all 3 main languages.
- 6.3** PIN (Personal Identification Number) whenever allotted, will be sent to the customer separately.

## **7. Account Operations and Credit Card Statements**

- 7.1** To help the customer manage the credit card account and check details of purchases/cash drawings using the credit card, we will offer the customer the facility to receive credit card transaction details either via SMS, email or via internet banking. Credit card statement will be generated on a predetermined date of every month which will be notified to the customer.
- 7.2** In the event of non-receipt of credit card statement, we advise the customer to inform us to obtain a copy of the statement, which will be sent within 5 calendar days to enable the customer to make the payment in a timely manner.
- 7.3** We will inform the customer of any new services and value additions, that we may introduce from time to time with the option to accept/decline and will indicate the fees/ charges applicable for such new services in advance.
- 7.4** In the event of a cheque deposited to the customer's card account being returned, we will inform the customer of such return within 7 calendar days from the receipt of such unpaid cheques.
- 7.5** We will not unduly penalize the customer if cheques are deposited prior to the payment due date within the time frame prescribed by us, but realized after the due date due to errors/ delays on our part.
- 7.6** We will inform the customer of any proposed upgrade and/or limit enhancement on the customer's account. The customer would be given the option to accept or decline the proposed upgrade and/or limit enhancement within a stipulated time period therein. We expect the customers will carefully read such notifications and respond accordingly.
- 7.7** We will advise the customer what can be done to protect the customer's credit card from misuse.
- 7.8** In the event the customer's credit card has been lost or stolen, or the customer's PIN or other security information becomes known to a third party, we will, on the customer's notification to us, take immediate steps to deactivate the customer's card and take action in accordance with the terms and conditions of the cardholder agreement.



## **8. Confidentiality of Account Details**

- 8.1** We will treat the customer's personal information as private and confidential (even when the individual is no longer a customer). We will not reveal transaction details of the customer's accounts to a third party, other than in the following exceptional cases;
- a. if required by Law or in order to comply with Law.
  - b. if requested by the customer in writing, by e-mail, by recorded telephone call, by fax or SMS (These requests will be archived for future reference).
  - c. When required to do by the Court of Law.
  - d. if in our interests, it requires us to give the information to prevent fraud, for audit etc. if it is required to do so.
  - e. In the performance of the duties of the Director, Manager, Officer or other person of the Company.

## **9. Collection of dues**

Our bank's dues collection policy is built on courtesy, fair treatment and persuasion. We believe in fostering customer confidence and long-term relationship. In some instances, calls would be placed earlier or later than the prescribed time period of 0800 hrs and 1900 hrs in order to contact the customer regarding payment dues, to ensure smooth operation of the customer's credit card. Branches also would be engaged in credit Card Recoveries and the customers could forward their offers for settlements through the Branches of their convenience.

Our staff or any person authorized to represent us in collection of dues and/or security repossession will identify himself/herself and interact with the customer in a civil manner.

We will provide the customer with all the information regarding dues and will give sufficient notice for payment of dues.

We will respond to any queries made or clarifications requested by the customer with regard to the customer's dues and recovery letters within a reasonable time period.

## 10. Suspicious Transactions Confirmation

In some instances, calls earlier or later than the prescribed time period of 0800 hrs and 1900 hrs may be placed in order to confirm suspicious transactions on the customer's credit card. This is done in the interest of the customer to prevent unauthorized usage.

### 10.1 Handling of customer complaints internally

- We have a Complaints Handling Procedure within the organization.
- Our complaints handling procedure including the targeted response times to customer complaints and escalation process, will be displayed on our website and the Branches as well.

### 10.2 Making a complaint to the Financial Ombudsman, Sri Lanka

If the customer does not get a satisfactory response to the customer's complaint from us within 30 days and the customer wishes to pursue other avenues for redress, the customer may approach The Financial Ombudsman, Sri Lanka.

Address : No. 143A, Vajira Road, Colombo 05.  
Telephone : +94 11 259 5624  
Fax : +94 11 259 5626  
Email : [fosril@sltnet.lk](mailto:fosril@sltnet.lk)  
Website : [www.financialombudsman.lk](http://www.financialombudsman.lk)

## 11. Termination of Credit Card

- 11.1** The customer may terminate the credit card by giving written notice to us and by following the procedure laid down by us in our terms and conditions of the cardholder agreement after clearing all outstanding dues, if any.
- 11.2** We may terminate the customer's credit card, if the customer is in breach of the cardholder agreement and take necessary action to settle unresolved issues, if any, according to the dispute resolution procedure.
- 11.3** Once the Credit Card is terminated, issuance of a new Card will be at the discretion of the company.

We at LOLC Finance PLC, always appreciate feedback that you provide. If you have any suggestions to improve our services or a complaints regarding any shortcomings you may have experienced when dealing with us, feel free to use any of the following channels to reach us:

- (1) Manager or staff at the nearest LOLC Finance Branch
- (2) Call or write to Chief Manager – Credit Card Operations

Contact details

Chief Manager – Credit Card Operations  
LOLC Finance PLC  
Consumer Business Centre  
No 438, Havelock Road, Colombo 5

Phone : 0115 164002  
e-mail : cards@lolcfinance.com

**You should complete the attached form and post/handover to (1) or (2) above.**

- (3) Access [www.lolcfinance.com](http://www.lolcfinance.com) and choose the option “**Contact Us**” and provide the necessary information.

All submissions will be taken seriously, treated with confidence, investigated and appropriate steps will be taken to address the concerns raised. We wish to ensure that the highest service standards are maintained by our company at all times.

**Dispute Information Sheet**



LOLC Finance PLC, 100/1, Sri Jayawardenapura Mw, Rajagiriya. Tel: +94115718888 | | Email:cards@lolcfinance.com

**CREDIT CARDHOLDER DISPUTE RESOLUTION FORM**

Name of the credit card holder	
Card Number	
Contact No.	

**TYPE OF REQUEST**

- Disputed Transaction       Sales/Credit Draft Copy

Transaction Date	Merchant Name	Amount

Please check (/) the appropriate statement below and sign where indicated:

- I have never made, signed nor authorized the above transaction. Neither have I made a telephone or mail order transaction, nor did I receive any merchandise. The card was in my possession at the time of the said transaction and at all times, even at present the card is in my possession.
- I have been charged \_\_\_\_\_ (Once, twice, three times etc.) for the said transaction.
- I have paid this transaction by other means  Cash  Cheque  Other card  
(Please enclose proof of payment if by other means)
- I have only signed for \_\_\_\_\_ however I was debited for \_\_\_\_\_ (please enclose copy of the transaction receipt)
- Enclosed credit slip has not yet been credited to my account.
- I did authorize this transaction; however, I have not received any goods/services. They were expected \_\_\_/\_\_\_/\_\_\_\_. I have contacted the Merchant to solve this dispute. I have attached a copy of documents showing the expected service/ date of delivery.

I did authorize this transaction, however, the goods/services were not as described / the goods received were damaged/defective. I returned the goods/ cancelled the service on\_\_\_/\_\_\_/\_\_\_\_. I have contacted the merchant to resolve this dispute.

The sales of the goods were cancelled/hotel reservation was cancelled/car rental reservation was cancelled. My cancellation # is\_\_\_\_\_ and I cancelled it on \_\_\_\_\_

I have cancelled/attempted to cancel my subscription/membership on according to the Merchant cancellation policy. I have contacted the Merchant to resolve this dispute. I have attached a copy of my instructions to the Merchant to cancel my subscription/membership. (The transaction should have been posted 15 days after the cancellation date)

I have tried to withdraw cash from \_\_\_\_\_Bank ATM however cash did not dispense (ATM Slip copy enclosed)

I received only (amount) \_\_\_\_\_ for ATM withdrawal however my card account was debited for Rs. ....

Others (Please enclose the necessary documents to support the dispute)

Cardholder Declaration:

I hereby declare that

- All information provided above by me is true and correct to the best of my knowledge.
- I hereby authorize LOLC Finance PLC to investigate/correct the transaction(s) dispute.
- Should the dispute be found invalid, I agree that I may be liable for the sales slip retrieval fee and other processing charges incurred by the Bank in the course of the investigation. The Bank reserves the right to reverse any temporary credit given in this regard & charge necessary finance charges applicable on the transaction with retrospect effect.
- I understand that the investigation may take 180 days or more if pre-arbitration/arbitration, pre-compliance/compliance is required for resolution.

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Primary Card Holder

Date :

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Supplementary Card Holder

Date :

**Important**

- Please attach copies of any documents that support your claim. Lack of documentation may delay in resolving your dispute(s).
- Failure to complete the relevant sections of the form may result in a delay in the processing of your dispute(s).
- Please either fax this form to XXX-XXXXXX or mail to LOFC Card Centre, LOLC Finance PLC, 100/1, Sri Jayewardenepura Mw, Rajagiriya.