Conditions of Use

THE USE OF A REPUBLIC BANK MASTERCARD CREDIT CARD AND/OR REPUBLIC BANK MASTERCARD GOLD CREDIT CARD AND/OR REPUBLIC BANK/AADVANTAGE® MASTERCARD CREDIT CARD IS GOVERNED AT ALL TIMES BY THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT

In this Agreement:

1. a) "ATM" means automated teller machine.
   b) "Acquiring Bank" means the entity that initiates and maintains relationships with Merchants for the acceptance of a Credit Card.
   c) "Bank"means Republic Bank Limited and its heirs, successors and assigns.
   d) "Billing Period" means the period between the dates of any two consecutive Billing Statements.
   e) "Billing Statement" means a statement provided to the Cardholder showing information, including (but not limited to), the Debt, the minimum payment due and the Payment Due Date.
   f) "Cardholder" means any person to whom or for whose use a Credit Card is issued by the Bank and includes a person to whom a Credit Card is issued by the Bank at the request of the Principal Cardholder under the provisions of Clause 33.
   g) "Cash Advance" means any payment of cash obtained by the use of the Credit Card.
   h) "Co-Applicant" means a person or persons to whom a Credit Card has been issued on the basis that they are risk assessed and credit scored in conjunction with the Principal Cardholder.
   i) "Credit Card" means the Republic Bank Credit Card currently issued to a Cardholder.
   j) "Credit Card Account" means an account in the name of the Principal Cardholder maintained by the Bank in relation to Credit Card Transactions, and includes a joint Credit Card Account applied for by the Principal Cardholder and another person.
   k) "Credit Card Cash Limit" means the maximum total amount of Cash Advances as notified by the Bank to the Cardholder(s) from time to time which may be obtained.
   l) "Credit Card Line" means the maximum allowable amount of credit available at any one time.
   m) "Credit Card Transaction" means the purchase of goods or obtaining of services or cash against use of the Credit Card, the Card number or in any manner authorised by the Cardholder for debit to the Credit Card Account or utilising of any services made available to the Cardholder by the Bank from time to time in respect of the Credit Card.
   n) "Debt" means all amounts (including Cash Advances, interest, service fees or other charges) owed to the Bank on a Credit Card and / or Credit Card Account
   o) "International Provider" means Visa Incorporated/Mastercard International Incorporated, Merchant or the Acquiring Bank as applicable.
   p) "Merchant" means the corporation, firm, or individual who has agreed to honour the Credit Card upon presentation by the Cardholder.
   q) "Nominee" means any person who is nominated in writing by the Principal Cardholder on the Credit Card Account for a Credit Card.
   r) "Payment Due Date" means the date by which the debt is to be paid.
   s) "PIN" means the Personal Identification Number for the Principal Cardholder or any additional Cardholder to use with the card.
   t) "Principal Cardholder" means the Cardholder in whose name a Credit Card Account is maintained by the Bank.
2. The Credit Card must be signed by the Cardholder immediately upon receipt and may only be used:
   a) By the Cardholder after it has been signed.
   b) Subject to the terms of this Agreement and the conditions of use of the Credit Card which are in force at the time of use.
   c) Within the Credit Card Line of the Credit Card Account.
   d) To obtain the facilities and benefits from time to time made available by the Bank in respect of the use of the Credit Card.
   e) Subject to the right of the Bank, in its absolute discretion and without prior notice, at any time to cancel, refuse or re-issue, renew or replace the Credit Card or to withdraw the right to use the Credit Card for, or to refuse any request for authorization of, any particular Credit Card Transaction and to publish any such withdrawal or refusal.
3. The Bank will debit the Credit Card Account with the amount of all Credit Card Transactions and any other liabilities of the Cardholder and any loss incurred by the Bank arising from the use of the Credit Card. The Principal Cardholder will be liable to pay to the Bank all amounts so debited, whether or not a Sales Voucher or Cash Advance voucher is signed by a Cardholder.
4. The Bank is authorised to debit the Credit Card Account with all charges pertaining to the acquisition of the Credit Card, and/or its renewal and/or its replacement in the event of loss/theft/damage.
5. Transactions using the Card may be authorised by the Cardholder using, as the circumstances require, a combination of the Card and the PIN or Signature or other security details associated with the Card or the Account or in other ways advised to the Cardholder by the Bank from time to time, subject to this Agreement, until the Card expiry date. Such authorization will be given to the Bank or to a Merchant. Where a Chip and PIN is used, a PIN must be used to authorise a transaction unless the transaction is executed electronically, e.g. telephone or internet, in which case other security details will be requested from the Cardholder to authorise the transaction. The Cardholder will nevertheless remain liable to pay the Bank all amounts debited to the Credit Card Account.
6. Whenever the Credit Card is used in conjunction with an Automated Teller Machine (ATM) it must be used only in accordance with the operating instructions and conditions of use in force for the time being. In particular cash withdrawals must not exceed the permitted limit as notified by the Bank to the Cardholder.
7. If a Merchant issues a refund voucher in respect of a Credit Card Transaction, the Bank will credit to the Credit Card Account the amount shown to be due when it receives the refund voucher or other similar refund verification acceptable to the Bank, unless such refund voucher or verification is received by the Bank then (subject to any rights vested in the Principal cardholder by statute) the amount will be payable in full to the Bank and no claim by a Cardholder against the Merchant may be the subject of set-off or counter claim against the Bank.
8. The Bank will not be liable in any way if the Credit Card is not honoured by a third party or for any retention of a Credit Card by the Bank, any other financial institution, or any seller of goods or services.
9. No Credit Card may be used after its expiry date.
10. No Credit Card may be used as payment for any illegal Credit Card Transaction.
11. The Bank will provide the Cardholder with a Personal Identification Number (PIN) for the Credit Card. The Cardholder can change the PIN at any Bank branch or ATM of the Bank.
12. The liability is that of the Principal Cardholder.
13. The Credit Card remains the property of the Bank at all times and must be returned by the Cardholder to the Bank, or any other person acting for the Bank, at the request of the Bank.
14. The Bank may at any time and without notice, cancel or suspend the right to use the Credit Card entirely or in respect of specific facilities or refuse to re-issue, renew or replace any Credit Card, without in any case affecting the Cardholder's obligations to the Bank which shall continue in force.
15. The Cardholder will exercise all possible care to ensure the safety of the Credit Card and will prevent the PIN from becoming known to any person. The Cardholder will not disclose the Credit Card number to any third party except for the purpose of a Credit Card Transaction or when reporting the actual loss or theft of or damage to the Credit Card.
16. If the Credit Card is lost, stolen, or for any other reason liable to misuse or if the PIN is disclosed in breach of the terms of this Agreement, the Cardholder must immediately notify the Bank's Call Centre, or any branch of the Bank. This notice, if given orally, must be confirmed by the Cardholder, in writing or by fax to the Bank's Call Centre as soon as possible or no later than fourteen (14) business days.
17. The Cardholder will give to the Bank all the information in the Cardholder's possession as to the circumstances of the loss, theft or misuse of the Credit Card or disclosure of the PIN and take all steps deemed necessary by the Bank to assist in the recovery of a missing Credit Card. In the event of any such loss, theft or misuse being suspected, the Bank may provide the Police or other pertinent authority with any information it considers relevant whether relative to the Credit Card Account or otherwise. If a Credit Card is reported as lost, stolen or liable to misuse, that Credit Card must not subsequently be used, but must be cut in half and returned immediately to the Bank.
18. The Bank shall not be liable if it is unable to perform its obligations due directly or indirectly to the failure of any machine, data processing system or transmission link or to industrial dispute or to any cause outside the control of the Bank, its agents, servants or sub-contractors.
19. Any notice pertaining to the Credit Card Account shall be conveyed via post, facsimile message, in branch promotions, statement inserts, media transmissions, electronic mail, etc., to the Principal Cardholder only and shall be deemed received if delivered by post within 48 hours after the date of posting, and within 24 hours if sent by facsimile message or otherwise electronically.
20. The Credit Card Line together with all charges made against the Credit Card Account, as provided in this Agreement, must not be exceeded at any time without the Bank's prior approval. In the event that the established Credit Card Line is exceeded, a charge of XCD 75.00 will be payable to the Bank. Should the Credit Card Line be exceeded as at the Billing Statement date, a minimum charge of XCD 75.00 will be levied and become payable to the Bank.
21. The Bank may vary the Credit Card Line at any time and from time to time. Such change shall be advised to the Principal Cardholder on the Credit Card Account in accordance with the notice provisions in Clause 19 prior to the effective date of the change.
22. The Cardholder may at any time pay the entire amount outstanding on the Credit Card Account. In any event, however, the minimum payment due shown on the Principal Cardholder's billing statement must be paid by its due date.
23. The minimum payment to be made shall be the total amount due at the end of Billing Period in respect of any one or more of the following:
    a) 2.77 % of the outstanding balance due on the Credit Card Account at the end of the Billing Period or XCD 54.00 whichever shall be the greater (or such other rate or amount as the Bank may in its sole discretion notify to the Cardholder from time to time) ; and/or
    b) Any minimum payment(s) due and unpaid (if any) in respect of any previous Billing Period or Billing Periods which remain unpaid (either wholly or partially) at the end of the current Billing Period; and/or
    c) All interest and other charges accrued due under the terms of the Agreement at the end of the current Billing Period. The minimum payment so advised will be rounded up to the next whole dollar. The Payment Due Date shall be at least twenty (20) days from the end of the current.
24. A late payment fee of XCD 65.00 in respect of any Billing Period, will be payable by the Cardholder if payment of that Minimum Payment is overdue.
25. Payments made to the Credit Card Account will be applied in the following order:
    a) Interest on overdue payments in respect of any Billing Periods;
    b) Interest on amounts due at the end of the current Billing Period;
    c) Fees on amounts in excess of the Credit Card Line;
    d) Annual fees and all other fees and charges accrued due under the terms of this Agreement not otherwise specifically set out in this Clause;
    e) Overdue payments on the Credit Card Account in respect of any Billing Periods;
    f) Amounts in excess of the Credit Card Line;
    g) Amounts on the Credit Card Account due at the end of the current Billing Period.
26. a) In the event that the Principal Cardholder does not receive a billing statement within ten (10) calendar days after the end of the relevant Billing Period, then the Principal Cardholder must so advise the Call Centre immediately and arrange to take delivery of a copy of that Billing Statement. No Billing Statement will be provided if there has been no activity for the ensuing month and no balance is due.
    b) Any queries concerning any entry on a Billing Statement must be made in writing by the Principal Cardholder to the Call Centre within thirty (30) calendar days after the end of relevant Billing Period after which time the Bank will not be obliged to consider any query.
27. Payments to the Credit Card Account may be made at any branch of the Bank, an automatic debit to a deposit account maintained at any of the Bank's branches, or via Republic*Online* or Republic*Mobile*. Payments that exceed the Credit Card Line are not allowed unless the amount due at the time is more than the Credit Card Line.
28. No interest will be payable on any amounts debited to the Credit Card Account if the outstanding balance is paid in full by the Payment Due Date shown on the Principal Cardholder's current Billing Statement. Payment must be paid in full by the Payment Due Date for two (2) consecutive Billing Statements. In default of payment as aforesaid, interest will be charged on all purchases, cash advances, interest and fees from the previous month's Billing Statement plus on all purchases and fees for the current month's Billing Statement.
29. Interest will be computed at a monthly periodic rate of 22% for the Billing Period. This interest rate may be changed by the Bank at any time and from time to time in its sole discretion.
30. Where the Credit Card is used to obtain Cash Advances a handling charge of 3.2% of the amount, minimum XCD 15.00, so obtained will be payable by the Cardholder to the Bank. Cash Advances shall not exceed the Credit Card Cash Limit.
31. An annual fee of XCD 80.00 in respect of the Republic Bank Mastercard Credit Card; XCD 190.00 in respect of the Republic Bank Mastercard Gold Credit Card; XCD 125.00 in respect of the Republic Bank/AAdvantage® Mastercard Credit Card must be paid whether or not the Credit Card is used. These fees will be charged on each anniversary date of the opening of the Credit Card Account and may be changed by the Bank anytime and from time to time in its sole discretion.
32. A fee of XCD 30.00 will be charged in respect of each new account and card issued in respect of Republic Bank Mastercard Credit Card, Republic Bank Mastercard Gold Credit Card and Republic Bank/AAdvantage® Mastercard Credit Card because of lost/stolen/damaged Credit Card.
33. The Bank may in its sole discretion issue an additional Credit Card for the use of any person who is nominated in writing by the Principal Cardholder as Co-Applicant. The Principal Cardholder shall be liable for the use of the additional Credit Card as if he had used it himself and for all amounts arising from or losses incurred by the Bank in connection with or arising from the use of the Credit Card (whether by act or omission) by the Authorised User (including any use in breach of the terms of this Agreement which the Bank shall be under no duty to prevent) which may be debited to the Credit Card Account. In addition to any of its other powers, the Bank may cancel any Credit Card issued to an Authorised User at any time upon the written request of the Principal Cardholder and the return of such Credit Card to the Bank or upon the surrender to the Bank of such Credit Card by the Authorised User.
34. Notwithstanding anything to the contrary set out elsewhere in this Agreement, the Bank shall have the right in its sole discretion at any time and from time to time to demand immediate repayment of all monies due to it by the Principal Cardholder under the terms of this Agreement.
35. The Bank may vary this Agreement and/or these conditions at any time in its sole discretion by giving the Cardholder notice of the change through announcements on the Bank's website or otherwise by giving notice in accordance with Clause 19 and such amendment shall be binding upon all Cardholders on the Credit Card Account.
36. The Principal Cardholder on the Credit Card Account can authorise via written instructions for the Bank to set up or cancel automatic payments to the Credit Card Account.
    a) The Principal Cardholder may terminate this Agreement for his Credit Card by written notice to the Bank but such termination shall only be effective when all of the following have occurred:
       i. such request has been received by the Bank in writing.
       ii. all Credit Cards issued to the Principal Cardholder and all Cardholders have been returned to the Bank.
       iii. there is no Debt owed to the Bank.
    b) The Bank may terminate this Agreement at any time without notice and thereupon cancel or refuse to renew the Credit Cards issued to the Principal Cardholder and all Cardholders.
    c) The Bank may also suspend the use of the Credit Card in the event of any breach of the terms of this Agreement by either the Principal Cardholder or any Cardholder.
    d) Unless and until termination takes place as provided for in this Agreement, the Bank will provide a new Credit Card for each Cardholder from time to time.
    e) These rights are in addition to any other rights or remedies which the Bank may have whether to recover outstanding debts or otherwise and the Cardholder's liabilities will continue until such time as all amounts of whatever nature due to the Bank under this Agreement (including, but not limited to, interest and other charges) have been paid in full.
37. All queries/disputes concerning any entry on a Cardholder's statement must be made in writing by the Principal Cardholder within thirty (30) calendar days after the end of the relevant Billing period after which the Bank will not be obliged to consider any query. Where transactions under dispute are done on a Co-Applicant's card, the transactions must be disputed in writing by the respective cardholder. Any and all disputes between a Cardholder and a Merchant in respect of any Credit Card Transaction shall be resolved by and between the Cardholder and the Merchant. In the case of such disputes, the Bank shall remain fully indemnified by the Cardholder in respect of any and all claims arising therefrom whether by the Merchant or any third party. Notwithstanding any pending disputes, the Cardholder is required to continue making payments to the Account.
38. A Cardholder shall immediately notify their home branch in writing of any change of name or change in their residential address.
39. If any part of this Agreement is to be found invalid, the rest remains effective.
40. The Credit Card shall be so designated by the Bank and its use will be at all times subject to any statutory restrictions/regulations which may be imposed from time to time by the Central Bank of Eastern Caribbean or any other governmental or regulatory authority. All Credit Card transactions completed in a currency other than the currency of the Credit Card Account will be converted and posted in the currency of the Credit Card Account. The International Provider(s) will convert to E.C. dollars any international charge or credit made to the Credit Card Account. The conversion will be pursuant to the specific International Provider's regulations in effect. The rate selected by the International Provider is determined from (a) a range of rates available from wholesale currency markets for the applicable central processing date and/or (b) Government mandated rates in effect for the applicable central processing date. The International Provider(s) may charge to the Bank, international service fees and currency conversion fees. Accordingly, the Bank may add a percentage mark-up to the exchange rate and/or apply a related international service fee to the Account, as may be determined by the Bank from time to time. The Bank will not assume any risk associated with foreign currency exchange gains or losses from currency conversion resulting from the Cardholder's use of the Credit Card. The Bank may also apply a fee to the Credit Card Account, as may be determined by the Bank from time to time for each Purchase or Cash Advance made outside of the Eastern Caribbean regardless of whether the Purchase or Cash Advance is made in foreign currency or Eastern Caribbean dollars.
41. Where the Principal Cardholder maintains any other account(s) in his/her sole name with the Bank, the Bank has the right at any time without notice to set off or transfer any sum outstanding to the credit of the Credit Card Account of the Principal Cardholder, in or towards satisfaction of the liabilities of the Principal Cardholder under this Agreement (whether or not the other accounts are maintained in Eastern Caribbean dollars or in any other currency. The charges applied to the Credit Card Account can be changed at any time by the Bank in its sole discretion).
42. The Cardholders acknowledge and agree that the Bank reserves the right to prevent the Credit Card Account and/or the Credit Card from being used for certain types of Credit Card Transactions as determined by the Bank.
43. All account charges may be changed at any time by the Bank in its sole discretion.
44. This Agreement shall be governed by the Laws of the Eastern Caribbean.

American Airlines AAdvantage® Programme

1. AAdvantage® miles will be awarded to the Principal Cardholder only. It may take up to 6-8 weeks for the AAdvantage® miles noted on the Republic Bank Billing Statement to be credited to the AAdvantage® account with American Airlines. This offer may be changed, withdrawn or extended at any time and cannot be combined with any other offers.
2. AAdvantage® miles are awarded for purchases charged to the Credit Card. Credit for returned items, refunds, rebates, or other similar credits will reduce or cancel the AAdvantage® miles earned by the amount originally charged to the Credit Card. Fees, Cash Advances, (including balance transfers), or interest charges, optional services, refunds, rebates or other similar credits will not earn AAdvantage® miles.
3. Cardholders are responsilbe for any applicable taxes, fees and charges associated with travel awards. AAdvantage® award travel may include redemption of miles earned through purchases of goods and services.
4. American Airlines reserves the right to change the AAdvantage® program and its terms and conditions at any time without notice, and to end the AAdvantage® program with six (6) months' notice. Any such changes may affect the Cardholder's ability to use the awards or mileage credits that have been accumulated, American Airlines is not responsible for products or services offered by other participating companies. For complete details about the AAdvantage® program, visit www.aa.com/aadvantage. American Airlines and AAdvantage® are registered trademarks of American Airlines, Inc.
5. The Bank shall not be liable to a Cardholder in respect of any change made in this regard or to termination of the AAdvantage® program.

Balance Cover

- Enrolment age: between 18 and 65 years old.
- Provides guaranteed coverage up to age 75.
- Provides coverage in case of death or critical illness.
- Pay one fixed premium of $0.52 for every $100 of the outstanding balance on your card.
- Primary and secondary cardholders on the same account are covered for the cost of one cardholder.