



ធនាគារ អេស ប៊ី អាយ លី ហ្វួរ
SBI LY HOUR Bank

GENERAL TERMS AND CONDITIONS



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1. Introduction

This terms and conditions (“T&C”) of SBI LY HOUR Card are officially considered as an “Agreement” between SBI LY HOUR Bank Plc and you in relating to the use of SBI LY HOUR Card. Throughout this publication, the words “you”, “your”, “yours” and “Cardholder” refer to the customer(s) or the card holder(s), who are legal entity or individual, who is accessible using SBI LY HOUR Card with the Bank. “We”, “us”, “our” and “Bank” refer to SBI LY HOUR Bank Plc.

The T&C set out herein may be modified from time to time by the Bank’s own discretion, and any additional condition stated in applicable law, regulation and the Bank’s legal documents including but not limited to policy / procedure / guideline / notification shall be also applied. By submitting the card application, Cardholder agrees to be bound by all T&C of this agreement and Cardholder are deemed to have already read, understood, and agreed to the terms. Please contact via the Bank’s Branch or at sbilhbank.com.kh or call center at 023 980 888 and any other available channels if Cardholder does not understand or is unsure about any aspect of the card terms and conditions including the current fees, interest rate and services.

2. Definitions

- **Cardholder** is a person or a legal entity who owns any type of cards issued by SBI LY HOUR Bank Plc.
- **PIN (Personal Identification Number)** is a secret six-digit number issued by SBI LY HOUR Bank Plc and changed by cardholder to use with debit card or credit card performing PIN-based transaction at chip POS and ATM terminal.
- **ATM (Automated Teller Machine)** is a machine, owned by SBI LY HOUR Bank Plc., that dispenses cash or performs other banking services with account holder inserts a Debit / Credit card.
- **Amount Due** is the outstanding amount on the card which the Cardholder must pay to the Card Issuer on or before the due date, which may include the minimum amount due, any past due amounts, over limit amounts, over limit fees, and any other additional fees which may be payable on the account.
- **Cash Advance** is the disbursement of cash in any currency obtained by using the card.

- **Credit limit** is maximum credit level available on the Card as approved by bank.
- **Due Date** is the date which the Cardholder must pay the amount due or the minimum amount.
- **Over Limit Amount** is any Outstanding Balance over the Limit.
- **Account Statement** is the summary of transaction provided by the Bank to the Cardholder listing all transactions, interest, fees, credits, payments, adjustments (if any) and minimum amount to the Cardholder.
- **CSS (Cambodia Share Switch)** is nationwide integrated infrastructure for debit card, initiated by NBC to implement for all banks in Cambodia and NBC itself act as centralized, managing the transaction and settlement from one bank to another. CSS is designed to provide central interconnectivity and interoperability amongst other bank’s members.
- **Agent** is a person who has been legally empowered to act on behalf of another person or an entity.
- **LHPP (Ly Hour Paypro Plc.)** is a commercial company providing payment services to all types of customer.
- **VISA Card** is a payment card, issued by Bank to its customers, that uses the Visa network and is branded by Visa.
- **CVV2 (Card Verification Value)** is a card which is required during Ecommerce transaction for your authentication for online purchase.
- **AML (Anti Money Laundering)** refers to the activities financial institutions perform to achieve compliance with legal requirements to actively monitor for and report suspicious activities.

3. Type of Card

The Bank issues type of cards to meet customer need and demand including the following:

ATM Card

Visa Debit Virtual Card

Visa Debit Blue Card

Visa Debit Gold Card

Visa Credit Gold Card

Visa Credit Platinum Card

3.1 ATM Card

It is the Bank instant plastic card non-personalized linked to your nominate account to check account balance, cash withdraw and other bank related services.

3.2 Visa Virtual Card

Visa Virtual Card is plastic-less card available and can be control in your SBI LY HOUR App. Card can be link to your nominated account or which you use as a funding account to fund your VISA Virtual Card and where your transactions will be reflected.

3.3 Visa Debit Card

Visa Debit Card is a plastic card bearing SBI LY HOUR Bank logo and Visa logo on the front of card. The card is to link to your nominate account.

Visa Debit Card Type: The Bank catalogues the Debit Card into two types which are Blue and Gold.

3.4 Visa Credit Card

- Visa Credit Card is a plastic card bearing SBI LY HOUR Bank logo and Visa logo on the front of Card. A Credit Cardholder is granted a line of credit with an account that you request, and the bank will assess your credit worthiness.
- **Credit Card Type:** The Bank catalogues the Credit Card into two types which are Gold and Platinum.
- **Credit Limit:** The Credit Limit is granted subject to your eligibility.

4. Possession of Card

The Card shall remain the property of the Bank at all times. The Card shall be used exclusively by the Cardholder. The Cardholder shall not transfer to third parties with the control or possession of the Card for any use or purpose unauthorized by the Bank. The Card shall not be promised by the Cardmember as security for any purpose.

The Cardholder shall use all precautions to prevent the loss or theft of the Card. In the event of loss and/or theft of the Card and/or disclosure of the PIN to any unauthorized person, the Cardholder shall immediately upon the discovery of such event notify the Bank by telephone, or e-mail and confirm the same in writing to the Bank accompanied by a police report but in any case, no later than one (1) day from the happening of the event.

5. Usage of Card

5.1 Usage of the Card is governed under this general T&Cs.

5.2 Cards

The Bank issues a card at your request for your use to access your funds linked directly from your account (a virtual / debit card) or a line of credit (a credit card) which is approved at your request and assessment is made on the credit worthiness.

5.3 All type of card can be conducted at through various channel subject to its applicability.

5.4 Card can be used for cash withdrawal via the Bank's ATM and any ATMs that have scheme Visa, POS purchase, Ecommerce, and other services.

5.5 The Cardholder agrees to settle down all disputes directly with the merchant who honored the Card or the relevant member institution of Card Payment Companies. And, Cardholder are not entitled to set-off or counterclaim against the Bank or to withhold payment to the Bank by reasons of such disputes with the merchant or the member institution of Card Payment Companies, unless it deems necessary.

5.6 The Cardholders, including the principal and supplementary, are jointly liable and responsible for the payment of any amount in relation to any transactions and any related fee.

5.7 Cardholder agrees that the entry of Card information on the internet is sufficient proof that instructions were given for the use of card.

5.8 The Cardholder shall be fully responsible under no circumstances and whether with or without knowledge, use or allow the use of the Card to affect any Card Transaction.

5.9 The Cardholder may avail of a cash Transaction through ATMs and settlement organizations. To avail of the cash transaction, the Cardholder shall use a confidential Personal Identification Number (PIN), provided by the Card Issuer. Please refer to the fees and charges brochure for full details on Cash Transaction limits.

5.10 The Card Issuer reserves the right to limit the value of each Cash Transaction and/or the total value of all Cash Transactions on the Card in a day, without notice to the Cardholder, to an amount determined and/or amended at the Card Issuer's sole discretion.

5.11 All purchases, cash advances and other amounts to be debited to the card account that are incurred in a currency other than US Dollars will be converted into US Dollars by Card Payment Companies. The currency conversions will be based on US Dollar prevailing foreign exchange rate and/or an exchange rate determined by the relevant Payment Network and make up fee determined by the Bank and may be amended from time to time.

5.12 In the event of any loss, theft of the Card, and/or Card is compromised, Cardholder must, contact our Call Center 24-Hour at 023 980 888 or written the confirmation of such event and/or forward us a copy of the police report of the loss, theft of the Card no later than one (1) day from the occurrence of such loss, theft, unauthorized use of the Card. When the lost or stolen Card is found, Cardholder must not use and return to the Bank if the Bank already re-issues the new Card.

5.13 If your Card details has been stolen, you may block your Card immediately using SBI LY HOUR Mobile App.

5.14 The Card can be used as a card present (face to face) where a cardholder needs to present the card to purchase an item at a shop or to do cash withdrawal from an ATM/ self-service kiosk. The card can be accepted as a magstripe read, or an EMV chip read or a contactless mode. In the case of a card absence a cardholder will need to provide card detail (card number, expiry date, CVV2) and if challenged an OTP is required to complete a transaction. A signature or a PIN are required to complete a transaction in a face-to-face environment where it exceeds a convenience transaction amount (below or equal to \$50, subject to change from time to time as per Visa's rule applicable to the region).

6. Notification

The bank shall provide transaction notification subject to its available channels including SMS, email or in-app for each transaction conducted by the cardholder.

7. Card Service via Mobile App

You can manage your card and check the information ATM Via SBI LY Hour Mobile App easily as below:

- You can block and unblock the card anytime at your needs
- View billing statement / View balance / Reset PIN / Find Location ATM
- All the transaction has been alerted notification.
- Set and change the purchase limit, account linkage, and number purchase within the limits range allowed by the bank anytime.

8. Fees and Charges

8.1 All cards request and used are subject to applicable annual fee, interest and fees and charges. Kindly consult the latest fees and charges from our homepage and other official channels or call us for the latest applicable fees and charges.

8.2 The Bank shall charge and debit the Cardholder's Account the fees and charges per the nature of each transaction types.

8.3 The fees and charges shall be subject to the interest for any late payment. All related fees, charges and interest including the late payment interest shall be determined by the Bank and may be amended from time to time.

8.4 The Bank has the right to revise, amend or change all services and other fee charges contain in card services and commission charges and banking services and commission charges at any time without prior notice.

8.5 Interest Rate

The Bank will charge interest on each transaction balance of the Card account (including on any fees, charges and previously billed interest contained in the transaction balance), on a daily basis.

The Bank will generally charge a late payment fee and interest on outstanding balance whenever the cardholder made a payment after payment due date. With cash advances, the interest will generally be charged from the date of the cash advance and will continue to be charged on the outstanding cash advances balance until the Cardholder pay off that transaction balance (including any previously billed interest, fees and charges) in full.

9. Account Statement

Account Statement is a statement display cash withdrawal transactions, payment transactions and/or other charges related to the use of the debit card and account.

Via SBI LY HOUR Mobile App, cardholder can view their transaction history, outstanding balance, block/unblock their card if need and making other financial transaction.

10. Credit Card Statement

- The Bank shall provide the Cardholder a monthly Statement at registered email and Mobile App.
- The statement shall be presumed to be correct if there is not any objection by the Cardholder on such statement within 15 days from the receipt date.
- The Cardholder shall be liable to pay at least the Minimum Payment Amount on or before the Due Date as shown in the monthly Statement issued to the Cardholder. The Cardholder may also have the option to pay the Current Balance, the Minimum Amount, or any amount in between the Outstanding Balance to the bank.
- In case direct debit has been registered for all those Accounts from the same deposit/saving account(s) at Bank but the balance of such nominated account fails to settle the outstanding balance for all these Credit Card Accounts in any month, the Cardholder agrees that whichever Credit Card Account with higher outstanding balance will take precedence for auto debit and the Cardholder shall be responsible to make payment for the other Credit Card Account(s) by other payment method.
- Cardholder must pay to the Bank all current balance, fees, charges, interest and/or any late payment interest (if any) shown on a card account statement to be outstanding as at the date of that card account statement. Cardholder may however subject always to payment of the interest, fees for which may become liable in the billing currency.
- A statement is generated on every 20th day of the month (if it falls on weekend or holiday a prior day statement is generated) for each cardholder and it is sent to their email, in-app, and SMS with summary. The statement will be due on 5th of next month.



11. Payment Method

- Direct debit instruction to saving account will be processed between Card system and Core Banking system. If failed a repeated process will be executed and a penalty fee would apply.
- Partial Payment is made between 10%-100%. If Cardholder pay over 100%, The amount will surplus your account.
- Full 100% of the total billed amount.
- Minimum repayment is set for 10% of total outstanding amount.
- The Cardholder can transfer via mobile app to account that link with credit card.
- All transactions, Fees and Charges Shall be Paid by the Cardholder to the bank on or before the Due Date on the Statement.
- Payment can be made at any Bank's Branch via cash, cheque or transfer from another account.
- Cheques must be drawn on a Cambodian financial institution. Bank will not accept cheques drawn on a foreign financial institution.
- If the amount from the nominated payment account is not sufficient to pay the Amount Due, no payment will be made to the Card and the Cardholder must pay directly or indirectly the remaining balance on time and bear all fees and any interest.
- The Cardholder shall be liable to pay the total Amount Due on or before the Due Date as shown in the monthly Statement issued to the Cardholder. The Cardholder, however, shall have the option to pay the total Amount Due, the Minimum Amount or any amount in between the total Amount Due and Minimum Amount to the Card Issuer.

12. Dispute

- A cardholder up on viewing their statement has a right to lodge a dispute, from their app or call [to our Call Center, or other available channels such as registered email or mobile app on a transaction if found not authorized.
- A dispute window is limited to 90 days from a transaction date. A refund on a transaction will be done if a dispute is genuine or success which can take up to 120 days, as per Visa's standard rules.
- In the case of any dispute that is not settled by amicable negotiation, it will be brought to the competent Cambodia court for settlement according to the laws of Kingdom of Cambodia.

13. Refund and Adjustment

- If you are entitled to a refund for any reason for goods or services obtained with your Card, you agree to accept credit(s) to account linked to such Card for such refunds. You are not entitled to such a refund if your account has been closed.
- The bank reserves the rights to block any returned amount related or non-related to card transaction if there is no proper confirmation from cardholder. If cardholder has any indebtedness in relation to the usage of the card, the credit amount shall be settled against the amount due to the bank. In addition, the bank shall not be responsible for any delay, loss, claim regarding to such refunds and adjustments, you shall directly contact to the merchant or the person who had accepted your card for resolution. However, you must inform and seek assistance from the bank if the issue is not peacefully resolved or there is no refund or adjustment after (30 days) calendar days from date of the credit voucher or instruction.
- Transaction Cancellation If you intend to cancel any transaction, including reservation or recurring transactions and/or amend any agreement made with any merchant, you shall personally contact with them to get a written confirmation of such cancellation or amendment. The bank shall not be liable for any amount of the transaction keep on billing to your designated account following the cancellation or amendment but the bank might claim the amount for you if you have a proper cancellation or amendment with the merchant.

14. Bank's Decision

- Without prior notice to the Cardholder and without prejudice to the Bank has the right to revise, amend or change all services and other fee charges contain in card services and commission charges and banking services.

- Without prior notice to the Cardholder and without prejudice to the Bank has the right to revise, amend or change all services and other fee charges contain in card services and commission charges and banking services.

- The Bank reserves and has the right to:
 - Reject or approve any transaction even if the transaction is within the Credit Limit provided by Bank.
 - Shall not be held liable for any costs or damages claimed by the Cardholder if Bank does not approve any transaction on the Card account.
 - Approve any transaction(s) of which total value may exceed the Credit Limit, and all risks associated with such transaction shall be borne by the Cardholder.
 - Terminate the use of the Card in accordance with these T&C.
 - Increase or decrease the Credit Limit.
 - limit the daily frequency and/or the daily amount of any Transaction
 - Refuse to re-issue, renew, replace, or extend the Card.
 - Modify, adjust, limit, or cancel features relating to the Card and Card Account.
 - Temporarily suspend or terminate the use of the Card if discovers any unusual or suspicious activities on Card Account.
- The Bank shall not responsible for:
 - Any refusal by a merchant or member institution of card schemes to accept the Cardholder's Card.
 - Any defect or deficiency in the goods or services supplied to Cardholder by any merchant.
- The Bank is entitled, in its absolute discretion, at any time and without notice or liability, to disclose any particulars of the Account, the Cards, the POS Records, any Card Transaction, and any other information in relation to the Cardholder, the Cards and/or the Cardholder's use of the Cards to related stakeholders and regulatory.

15. Terminations

15.1 Termination by Cardholder

- Cardholder may terminate the use of Card by calling us at 023 980 888 or giving prior written notice to us and returning the Card to the Bank, and the Bank shall cut the Card in halves or several pieces across the magnetic strip and across the microchip embedded in the Card (if any) at the Cardholder's own cost. No refund of the annual fee will be made to cardholder.
- Cardholder will remain liable for the outstanding balances and any amount of any transactions effected through the use of Card (whether before or after the termination of your Card), including transactions effected but not yet posted to the Card Account, and

transactions arising from any mail or telephone order schemes, existing standing instructions or otherwise, made or purported to have been made to a merchant for the provision of goods and services and charged to the Card Account.

- Cardholder shall have duty and responsibility to notify the merchant and cancel any existing standing instructions prior to or upon termination of your Card.

15.2 Termination by Bank

- The Bank may, at any time in our absolute decision without giving you notice or any reason to terminate card account.
- Without prejudice to the generality of the foregoing, the Bank may terminate card account, upon the occurrence of any one or more of the following events:
 - The bankruptcy, Insolvency, death, or incapacity.
 - Any breach of these Term & Conditions.
 - Any change in financial condition.
 - Any breach of regulation.
- If the Bank terminates card account for any reason, the total indebtedness on card account, including the amount of all card transactions/fee/charge/interest/other related outstanding fees, will become immediately due and payable by cardholder.

16. Anti-Money Laundering, Terrorist Financing and Sanctions Controls

You agree that the bank may delay, block, or refuse to process any transaction without incurring any liability if the Card Issuer suspects that:

- The transaction may breach any laws or regulations in the Kingdom of Cambodia or any other country.
- The transaction involves any entity (person, corporate or governmental) that is itself sanctioned or is connected, directly or indirectly, to any person that is sanctioned under economic and trade sanctions imposed by the United States, the European Union or any country.
- The transaction may directly or indirectly involve the proceeds of, or be applied for the purposes of, conduct which is unlawful in Cambodia or any other country.

17. Card Information and Security

- Cardholder undertakes to take all reasonable steps and precautions to keep the Card and PIN secured at all times including:
 - Not to disclosing the Card details or PIN, the 3 digits of Card Verification Value (CVV2) on the back of card, or Security Password to any other person.

- Not to write down the PIN, CVV2, or Security Password on the Card, or on anything kept in close proximity with the Card, which could be lost or stolen with the Card or on anything and anywhere which could be understood by any other person as the PIN to the Card;

- Not allow another third person to use card and PIN.

- Cardholders are fully aware that their failure to observe the security requirements mentioned above may increase their risk and liability for any unauthorized use of their Card.
- If incorrectly tries the PIN 03 (three) times, the Card will be locked.
- You must maintain the confidentiality of all-important information contained in the E-Receipt, including the 16-digit Card Number, Expiry Date, and three-digit code (CVV2) and/or amount.
- You must not share the card information with your family or relatives or others.
- Do not let anyone know or tell or see the card information when using it. Every time you enter card information through e-commerce service, make sure that no one steals.
- You need to understand and read the website information to be operated with that clearly before deciding to enter the Debit card information.
- You do not have to operate with an unknown or unreliable website to avoid any possible risks. Otherwise, you may face the loss of money and it is your own responsibility.
- You must not enter information or answer any e-mail or query questions in order to enter and confirm the information or Username and Password unless you have been in contact or trusted the source.
- When ordering and paying for goods and services online that you know and trust, you must enter a 16-digit card number(Expiry Date) and a three-digit code (CVV2) and/or a challenge token such as OTP (Provided by the Bank).
- If there is a suspicion or knowing that your card information has been known or stolen, you must lock the Card yourself through the Block Card menu of SBI LY HOUR Mobile Banking or you may notify the bank immediately to detain or take technical action to prevent fraudulent transactions. If the notification is made by telephone, it must be confirmed in writing at the nearest Bank's branch or office within two working days of the bank.
- The Bank is not liable for any losses if the customer does not comply with the above safety conditions.



Mobile Banking