

*A tradition of excellence  
& trust now brings you...*



*Terms & Conditions*

**AL Habib Credit Cards**  
*Your Trustworthy Companion*

# TERMS AND CONDITIONS

## 1. DEFINITIONS

- 1.1. **“Bank”** means Bank AL Habib Limited, a company incorporated under the Companies Ordinance, 1984 having its registered office at **126-C, Old Bahawalpur Road, Multan and Principal Office at 2nd Floor, Mackinnons Building, I.I.Chundrigar Road, Karachi.**
- 1.2. **“Card” or “Bank AL Habib MasterCard/VISA Card”** means the applicable MasterCard/VISA Card issued by the Bank to the Basic Cardmember and includes Supplementary and Replacement Cards.
- 1.3. **“Card Centre”** means the ADC Business Division, **Bank AL Habib Limited, 3rd & 4th Floor, Finlay House, I.I. Chundrigar Road, Karachi, Pakistan.**
- 1.4. **“Basic Card member”** means the Primary Card applicant, named in the application, excluding any Supplementary Cardmember, who is issued a Card and for whom the Card Account is first opened by the Bank. However, all references to ‘Card member’ shall include the Basic Cardmember and the Supplementary Cardmember(s).
- 1.5. **“Supplementary Card member”** means the person who is issued a Supplementary Card.
- 1.6. **“Card Account”** means the MasterCard/VISA Card Account opened by the Bank for the purpose of entering debits incurred by or for the amount of credits received from or for the Basic Cardmember or a Supplementary Cardmember, if any, under these Terms and Conditions and includes, without limitation, all debits incurred resulting from any Charges and/or Liabilities arising out of or in connection with any Card Transaction or otherwise.
- 1.7. **“Merchant”** means any person supplying goods and/or services, who accept the Card or the Card numbers as a means of payment or reservations by the Basic Cardmember or Supplementary Cardmember.
- 1.8. **“Cash Advance”** means and includes any amount(s) sanctioned & advanced by the Bank at the request of the Basic Cardmember, whether in Cash or other form of payment. The determination of such “Cash Advance” shall, however, be at the exclusive discretion of the “Bank”.

- 1.9. **“Card Transaction”** means and includes any Cash Advance or the amount charged by the Bank or any Merchant for any goods, services, benefits or reservations obtained by the use of the Card or the Card numbers or in any other manner by the Basic Cardmember and/or Supplementary Cardmember, including without limitation, mail, telephone or facsimile orders or reservations, authorised or purported to have been authorised or made by the Basic Cardmember and/or Supplementary Cardmember, regardless of whether a sale or other voucher or form is signed by the Basic Cardmember.
- 1.10. **“Charges”** means the amounts payable to the Bank under the Terms and Conditions, including but not limited to all Card Transactions, annual membership and Service Fee, other fees/charges, all losses and damages incurred or suffered or sustained by the Bank, arising from or relating to the issue or use of the Card, or breach of these Terms and Conditions by the Cardmember or the Bank’s enforcement or attempted enforcement of its rights under the Terms and Conditions.
- 1.11. **“Closing Balance”** means the total balance outstanding on the Card Account payable to the Bank by the Basic Cardmember in accordance with the Bank’s records on the date, the Statement of Account is issued including all Charges.
- 1.12. **“Credit Limit”** means the maximum limit permitted by the Bank in the Card Account for the applicable Card, if any, and notified to the Basic Cardmember from time to time.
- 1.13. **“Liabilities”** means any or all amounts, whatsoever, incurred by the Basic Cardmember and/or Supplementary Cardmember to the Bank, including every type of exchange or other premium fees, import duties and levies of whatever kind and/or amount such as payment fees, delayed payment fees, stamp duties, excise duties, capital value tax, sales tax, or other taxes and losses incurred or sustained by the Bank, if any, arising or resulting from any governmental actions or policies, which effectively prevent repayment of foreign currency charges of the Basic Cardmember and/or Supplementary Cardmember and further including, without limitation, fines, costs, expenses, damages (liquidated or otherwise and legal costs and disbursements) charged or incurred in connection with application and/or enforcement hereof.

- 1.14. **“Minimum Payment”** means either 5% of the current balance or a minimum payment amount which the Bank may, at its discretion, specify in the applicable Statement of Account, plus if the Bank so computes the minimum payment amount of any previous Statement of Account unpaid by the Basic Cardmember and the excess debit balance over the Credit Limit in the Card Account, if any.
- 1.15. **“Expiry Date”** means the date of expiry of the Card as specified on the Card.
- 1.16. **“Month”** means calendar month.
- 1.17. **“Rupee”, “Rs” or “Pak Rupees”** means the lawful currency of Pakistan for the purpose of these Terms and Conditions.
- 1.18. **“US Dollar”** means currency of the United States of America.
- 1.19. **“Statement of Account”** means the Bank’s monthly or other periodic Statement of Account sent to the Basic Cardmember, showing particulars of the drawings on the account of the Basic Cardmember and any Supplementary Cardmember and payable to the Bank.
- 1.20. **“ATM”** means the Automated Teller Machine or any card operated machine or device, whether belonging to the Bank or other participating banks and financial institutions or concerns or to the MasterCard / VISA Card global ATM network or the affiliated networks thereof, as the case may be, which accepts the Card.
- 1.21. **“PIN”** means Personal Identification Number, which individually is issued to a Basic Cardmember and Supplementary Cardmember, so that the Card can be used for Cash Advance facility at certain ATM cash dispensers or wherever needed.
- 1.22. **“Payment due date”** means the date specified in a Statement of Account by which date payment of the minimum payment account or the current balance is to be made by the Cardmember to the Bank.
- 1.23. **“Validity Date”** means the validity period for the usage of the Card as specified by the Bank.

- 1.24. **“Schedule of Charges”** means the document prescribing service fee, charges and other charges, fees and commissions applicable to including but not limited to the Card, Card Transactions and /or Card Account issued by the Bank from time to time to, the Cardmember, and the said schedule is also available at the Bank branches and at the website of the Bank. The schedule of charges shall form a part of the Terms and Conditions.
- 1.25. **“Service Fee”** means fee as determined by the Bank and prescribed in the schedule of charges and payable by the Cardmember on the outstanding liabilities and other amount in relation to the Card Account. The Bank shall have the right to change the rate of the service fee by giving notice to the Cardmember.
- 1.26. **“E-Banking”** means banking done via electronic devices and services.
- 1.27. **“Terms and Conditions”** means these Terms and Conditions, as amended from time to time.  
*In these Terms and Conditions, unless the context otherwise requires:*
- 1.27.1. Words importing the singular shall include the plural and vice versa.
- 1.27.2. Any reference to a Cardmember includes where the context permits any or all heirs, executors, administrators and successors in interest.
- 1.27.3. The headings to the clauses herein shall not be taken into consideration in the interpretation or the construction of these Terms and Conditions.

## **2. COLLECTION OF THE CARD**

- 2.1. The Cardmember application / instruction shall be an offer that the Bank may, in its sole discretion, accept and, both above mentioned offer and acceptance shall be subject to the Terms and Conditions. Upon the Bank's acceptance of the Card member's application and subsequent issuance of the Card, under the Terms and Conditions hereunder, the Card may be collected by the Cardmember or be sent by courier to the Card member's billing address. In the event of the Card being sent by courier, the same shall be at the sole risk of the Cardmember. All renewed and replaced Cards thereafter will be sent by courier to the Card member's last known billing address at the sole risk of the Cardmember.
- 2.2. The Card must be signed by the Basic Cardmember immediately on receipt thereof in the space so provided for signature. In case a Card is issued to a Supplementary Cardmember, it must be signed as aforesaid by the Supplementary Cardmember.

- 2.3. The Cardmember must activate the Card through the Bank, prior to use, provided, however that the Supplementary Cardmember may only activate his/her Card after the Cardmember has activated his/her Card.
- 2.4. The Card will be activated only on the verbal request of the Basic Cardmember and/ or Supplementary Cardmember, on the recorded line, provided the call is made from the given number mentioned on the application.
- 2.5. The Cardmember undertakes to keep the Card and PIN safe and protected to avoid its possible misuse.
- 2.6.
- 2.6.1. Neither the Basic Cardmember nor the Supplementary Cardmember shall either use the Card or allow any third party to use the Card or the Supplementary Card for any purpose or transaction prohibited by law or otherwise, which shall include without limitation gambling, and the Bank in its sole discretion may decline such transactions which shall without limitation include such transactions carried out through the internet or in any other way.
- 2.6.2. Neither the Basic Cardmember nor the Supplementary Cardmember shall use the Card or the Supplementary Card or undertake any transaction through the facilities made available under these Terms and Conditions for investment in any form whatsoever in real estate in Pakistan or abroad and capital markets in Pakistan or abroad or for any other speculative transaction. The Basic Cardmember and/or the Supplementary Cardmember hereby indemnifies and agrees to keep the Bank indemnified, safe and harmless at all times and from time to time from and against all losses, damages, penalties, actions, suits, proceedings, accounts, claims, liabilities, expenses, costs and fees which the Bank may incur, sustain or be put to, by reason of a breach of this undertaking.
- 2.7. The Bank shall have the right to refuse to authorise any Card Transaction without assigning any reason thereof. Further, the Bank shall be entitled to stop providing the services and facilities to the Cardmember in any city or country. It shall be the Card member's responsibility to inform the Bank prior to undertaking any foreign travel to check whether the Bank is providing services regarding the Card at the particular country where he/she intends to visit.

### **3. USE OF THE CARD / BASIC CARD MEMBER'S PARTICULARS**

- 3.1. The Card is not transferable and no person other than the Basic Cardmember (or any duly authorised Supplementary Cardmember) is authorised to use the Card, as the Card is not in any way transferable. The Card may not be valid if used after the Validity Date.
- 3.2. The Liabilities in respect of the Card including all Charges, Service Fees, taxes and any other costs related thereto and any and all amounts payable under the Terms and Conditions shall be that of the Basic Cardmember and the Supplementary Cardmember. The use of the Card is restricted to the Basic Cardmember (or any approved Supplementary Cardmember):
  - 3.2.1. For Card Transactions authorised by the Bank;
  - 3.2.2. Or benefits, services & facilities made available by the Bank or any Merchant from time to time; and
  - 3.2.3. Within the Credit Limit permitted by the Bank or otherwise, if Bank's prior written approval is obtained.
- 3.3. The Bank reserves its rights, at any time or from time to time to reduce or increase the Credit Limit of the Basic Cardmember.
- 3.4. Notwithstanding that the Basic Card member's Credit Limit has not been exhausted, the Bank in its absolute discretion shall have the right, at any time, without notice and without giving any reason or without liability to the Basic Cardmember or the Supplementary Cardmember or any other party, to withdraw or restrict the Basic Card member's or Supplementary Card member's right to use the Card or to refuse to authorise any Card Transaction.
- 3.5. The Basic Cardmember and Supplementary Cardmember shall immediately notify the Bank of any change or imminent change in any information given in the Card application form or other information provided to the Bank (including change of name and address) and agrees to provide any other information or particulars, if requested by the Bank at any time.
- 3.6. The Cardmember shall be bound by these Terms and Conditions and shall be fully liable for all Charges, Liabilities and any other cost and expenses and agrees that the Card may only be used by the Cardmember (or any approved Supplementary Cardmember) for Card Transactions and to obtain and avail the facilities, benefits and services

made available by the Bank, financial institution, participating banks or any Merchant from time to time. The Bank shall be entitled at any time, at its discretion, and with or without notice to the Cardmember, to authorise a Card Transaction, which shall cause the Credit Limit to be exceeded. If the Cardmember exceeds or causes the Credit Limit to be exceeded, then without prejudice to the Bank's right and remedies, the Cardmember shall be liable to make immediate payment of the excess over the Credit Limit and the Bank shall be entitled to levy a charge for the excess over the Credit Limit until the excess is paid and discharged by the Basic Cardmember.

#### **4. THE CARD ACCOUNT**

- 4.1. The Bank shall debit to the Card Account all Charges and Liabilities and any other costs or expenses incurred by the Bank for the account of the Basic Cardmember and Supplementary Cardmember, and all losses or damages incurred or sustained by the Bank arising from or relating to the issue or use of the Card or a breach of these Terms and Conditions, by the Basic Cardmember and/or Supplementary Cardmember.
- 4.2. All Charges (excluding any Rupee Charges) incurred in other foreign currencies arising out of Card Transactions shall be converted to US Dollars at the rate of exchange applicable for such purpose in accordance with the applicable rules or business practice of MasterCard / VISA Card and any relevant laws, and the Basic Cardmember and Supplementary Cardmember waive any and all rights to dispute or question or challenge any rate of exchange so applied.
- 4.3. The Bank shall convert the amount of all original and/or converted US Dollar Charges (i.e. Charges incurred in other foreign currencies converted into US Dollar under the above Clause) arising out of or relating to Card Transactions and Charges of the Basic Cardmember and Supplementary Cardmember at the rate of exchange specified for such purpose in accordance with the applicable rules of the Bank or, in the absence thereof, as the Bank in its discretion may determine. The Basic Cardmember and Supplementary Cardmember waive any and all rights to dispute or question any rate of exchange so applied by the Bank.
- 4.4. The Basic Cardmember and Supplementary Cardmember shall be jointly and severally liable to pay all amounts debited to the Card Account by the Bank (as more particularly specified under the "Supplementary Card" Clause (8) hereinafter.)
- 4.5. In the event that a Card is issued against cash collateral deposited with the Bank or against a lien to be marked on an account of the Basic Cardmember, the Basic Cardmember hereby irrevocably authorises the Bank to open such Rupee/foreign currency PLS/current account ("Account(s)") as the Bank may deem appropriate and undertakes



to deposit therein an initial account opening balance which shall not be less than the Credit Limit. The Basic Cardmember hereby authorises the Bank to mark a lien on the Accounts as security for the obligations of the Basic Cardmember under these Terms and Conditions, and to appropriate and set off the amounts in the Account(s) against the obligations of the Basic Cardmember to the Bank.

- 4.5.1. The Bank may at any time or from time to time, in its sole discretion, discharge its entire liability with respect to any Account(s) by mailing to the Basic Cardmember at the billing address, its draft in the currency of the Account(s) without recourse to the Bank as drawer and payable to the order of the Basic Cardmember in the amount of the existing credit balance in the Account(s) deducting there from the amount of any claims that the Bank may have on such funds.
- 4.5.2. All the Account(s) opened by the Basic Cardmember shall be governed by the terms hereof, in addition to the standard Terms and Conditions of the Bank applicable to the Account(s). In the event of a conflict between the standard Terms and Conditions and these Terms and Conditions, the latter shall prevail.
- 4.5.3. The Basic Cardmember shall not close his/her Account(s) or sever business with the Bank till all Liabilities, Charges, and costs etc. relating to the Card or any Card issued to a Supplementary Cardmember are settled, and the Cards are returned to the Bank after being cut into half.
- 4.5.4. All amounts standing to the credit of the Accounts which are denominated in a foreign currency (less any sums owing to the Bank) are payable solely in Pakistan at the branch where the said Accounts are maintained, and shall be governed by and subject to the laws in effect from time to time in Pakistan. As used herein, the word "laws" includes but is not limited to circulars, notifications, regulations and orders of the State Bank of Pakistan. Any credit balances in the Account(s) are not insured by the deposit protection scheme (DPS) of the UK or by Federal Deposit Insurance Corporation (FDIC) of the USA, nor by any other corporation or company outside Pakistan.
- 4.5.5. If the Cardmember uses the Card to pay for any foreign airline tickets, the amount that the Cardmember signs for on the receipts/sales slip may be different from the amount that the Cardmember is subsequently billed in a Statement of Account. This is because a purchase of tickets of a foreign (non-Pakistan) airline is treated as a foreign currency transaction, since it is sent for clearance to the head office of the concerned airline, in its country of origin. As such, the Terms and Conditions stated herein for foreign

currency conversion into Rupees, based on the exchange rate shall be applicable. This may cause the receipt amount to differ from the amount billed to the Cardmember.

## **5. PAYMENTS**

- 5.1. The Bank will send a monthly Statement of the Account directly to the Basic Cardmember and on receipt of the same, the Basic Cardmember would be required to pay at least the minimum payment indicated in the Statement of Account on or before the due date. In the event that the Bank is unable to send the Statement of Account for any reason whatsoever or the Statement of Account is not received by the Cardmember, the Bank shall not be liable to Cardmember and the obligations of the Cardmember under these Terms and Conditions shall be binding. The Basic Cardmember shall retain all sales slips and shall check the sales slip against the entries in the Statement of Account, including printed receipts from electronic terminals. The Basic Cardmember shall keep a written record of a purchase or booking by post or telephone.
- 5.2. In case of disputed Card Transactions, the Basic Cardmember agrees to send to the Bank Card Service Unit, a written request within 14 days of the date of the current Statement of Account. If such a request is not sent within 14 days of receiving the Statement of Account, the Card Transaction would be deemed authentic and the Basic Cardmember would be bound to make payment for the entire amount. The Basic Cardmember shall provide the following information for each disputed Card Transaction (i) Card Transaction date (ii) Card Transaction description (merchant name) (iii) US Dollar amount (if international) (iv) Pak Rupee amount. The Bank shall not entertain any disputed Card Transaction if it is received 14 days after the date of the Statement of Account on which it appears.
- 5.3. Where the Basic Card member fails to make the Minimum Payment on or before the due date, a late payment charge in accordance with the Schedule of Charges will be charged to the Basic Card member's Account and recovered from the Basic Card member. This late payment charge would be in addition to other Charges becoming leviable on the transactions. Please deposit your Cheque at least 3 working days before the payment due date to allow sufficient time for clearing. In case of direct debit, please ensure that sufficient funds are available in your account within 3 working days of the statement date. Where due date for payment fall on Sunday or any other public holiday(s) due date will be considered next business day. Card member shall ensure that the payment is received by the BAML on the following first business day. BAML credit card system does not support holidays resulting due to sighting of moon.
- 5.4. Subject to any limitation imposed by statute, all amounts due under this Agreement will be immediately payable in full on the commission of an act of bankruptcy by the Basic Cardmember or on the death of the Basic Cardmember

or at the Bank's discretion should there be any breach of this Agreement by a Basic Cardmember or the Card is withdrawn either by the Bank or by the Basic Cardmember.

- 5.5. Any payment to the Bank will only take effect when received at the address notified by the Bank and credited to the Card Account. A cheque should be deposited at least three working days earlier than the payment due date.
- 5.6. The Basic Card member may settle the Card Account by making payment either through (1) cheque, or (2) bank transfer, or (3) direct debit if the Basic Card member has an account at the Bank (4) Internet Banking and (5) Funds transfer through ATM and IVR. Cheque is the preferred mode of payment. If the Basic Card member pays by cheque, the Basic Card member should ensure that the cheque is drawn on a bank in the same city as the residence of the Basic Card member. All cheques should be made payable to Bank AL Habib Cards, marked "A/C Payee Only" and payable in Pak Rupees. The Basic Card member should also write the Basic Card member's Card Account Number and the Basic Card member's full name on the back of the cheque, and should return the payment coupon (the bottom portion of the Statement of Account) together with the payment. The postage paid return envelope provided by the Bank should be used for this purpose. A Service Fee as per the Schedule of Charges will be charged in case of returned cheque and the Bank shall be entitled to take appropriate action under the law for dishonor of the cheque. The Basic Card member should not send cash in the payment envelope. In case the Basic Card member intends to pay in cash, the Basic Card member may do so at any of the branches of the Bank in Pakistan. However, a flat processing fee will be charged as per the Schedule of Charges, if the Basic Card member decides to make cash payment.
- 5.7. The Basic Cardmember authorises you to arrange in your discretion on behalf of the Basic Card member's travel accident insurance and other insurance on such terms as the Bank may deem appropriate.

## **6. CHARGES**

- 6.1. If the amount (whether on account of purchases, Cash Advances or otherwise) is outstanding on the monthly statement date and is not repaid in full by the due date, mark-up and Service Charges will be recovered as per the Schedule of Charges on the daily outstanding balances, commencing from the date of the Card Transaction till the date of final adjustment.
- 6.2. The Bank shall charge Service Fee on each Cash Advance from the date of each Cash Advance until the date of full payment as per the Schedule of Charges or such other rate as the Bank may determine from time to time. In addition, the Basic Cardmember shall also be liable to pay a Cash Advance fee as per the Schedule of Charges on the amount of each Cash Advance obtained from the Bank. In case the Cash Advance is obtained from any

other participant bank or financial institution that accepts the Card, the Basic Cardmember shall also be liable to pay whatever fee the participant bank or financial institution charges for the Cash Advance.

- 6.3. The Cards which can be used locally as well as internationally, attract an additional charge on international use of the Card only to cover MasterCard/VISA Card International and other charges associated with international use. Such charges shall be deemed to be included in the term "Charges" defined above. All amounts becoming payable by the Basic Cardmember to the Bank shall be in Pak Rupees. Accordingly, for non-Rupee Liabilities and Charges incurred by the Basic Cardmember, the Basic Cardmember hereby irrevocably authorises the Bank to effect debit to the Account(s) and appropriate the proceeds therein and apply the same to purchase the relevant foreign currency from authorised money changers and/or equivalent currency permissible under law, and retire all outstanding non- Rupee Charges and Liabilities and all costs and expenses incurred in connection therewith.

In the event the Government of Pakistan declines to permit continued convertibility of Rupee currency through the services of exchange companies, authorised to carry on foreign exchange business at any time, the Basic Cardmember agrees to make payment to the Bank in Rupees of all non-Rupee Charges converted at such rate of exchange as the Bank shall specify for this purpose.

- 6.4. In the event that the Credit Limit assigned by the Bank in favor of the Basic Cardmember is exceeded by the Basic Cardmember or the Supplementary Cardmember without being authorised to do so by reason of excessive use of the Card, the Bank shall be entitled, without prejudice to other available rights, to additionally charge to the extent of amount overdrawn without authorization and for every day of delay, an amount not exceeding the rate that is applicable to commercial finances allowed by it under the normal course of business. The Basic Cardmember expressly agrees that such Charges would be a reasonable compensation on account of inconvenience that may be caused to the Bank as a result of Basic Card member's exceeding the "Credit Limit".

- 6.5. All overdue payments received by the "Bank" from the Basic Cardmember or Supplementary Cardmember may be applied towards payment of unpaid fees, Charges, Liabilities, Service Fees and other costs and expenses in previous or current Statements of Account in such order of priority as the Bank may deem fit.

- 6.6. The Bank's rights against the Basic Cardmember and/or Supplementary Cardmember shall not be affected or prejudiced by any actions of a Cardmember and all amounts payable to the Bank, actual or contingent or joint or several, shall immediately become due or payable upon the death, bankruptcy or insanity of the Basic Cardmember and/or Supplementary Cardmember, and the Basic Cardmember and/or Supplementary Cardmember shall immediately return to the Bank all Cards cut into half and make full payment as required by the Bank.

- 6.7. At the Bank's absolute discretion, it shall be entitled to demand return of the Card and/or immediate payment of all amounts outstanding under the Card Account at any time without giving any reason or notice and without liability to the Basic Cardmember.
- 6.8. The Bank shall only credit the Card Account with a refund in respect of a Card Transaction in accordance with its usual practice if and when the Bank receives such refund in Pakistan.
- 6.9. In any case where the Basic Cardmember has made a mistake, then Retrieval Charges for international transactions & for local transactions will be charged as per the Schedule of Charges from the Basic Cardmember.
- 6.10. The Basic Cardmember shall be liable to pay all fees, costs, taxes and Charges that the Bank may impose from time to time for services extended in terms hereof or due to any other reason such as a change in rules and regulations governing the Card business of the Bank or the imposition of any governmental taxes, levies or duties.
- 6.11. The Bank may from time to time and at any time revise and/or change any of these Terms and Conditions including, without limitation, the Charges leviable in respect of the Card services. The Charges, fees and rates applicable to the Card and any revision thereof shall be contained in the Schedule of Charges of the Bank displayed at the branches of the Bank and it shall be the duty of the Cardmember to inform himself/herself of the Schedule of Charges. Any amendments to these Terms and Conditions shall be sent to the Cardmember at the address provided to the Bank and use of the Card after the dispatch of such amendments shall be construed as an acceptance of the amendments by the Cardmember. Such amendments and revised Schedule of Charges will be effective from date specified by the Bank for such modification.
- 6.12. The Basic Card member's expenditure on his/her Card must remain within the Credit Limit assigned to the Basic Cardmember (including use of the Credit Limit by the Supplementary Cardmember). In case, the Basic Cardmember exceeds the Credit Limit, an over limit fee as per the Schedule of Charges will be charged. For a request of duplicate Statement of Account (over 3 months) a fee (per Statement of Account) will be levied as per the Schedule of Charges. In case of card replacement, a fee as per the Schedule of Charges will be charged. The Installment Plan pre-payment charges will be in accordance with the Schedule of Charges. The financial charges of the Installment Plan shall be charged in accordance with the Schedule of Charges. A Charge will be levied per transaction on utility bill payment as per the Schedule of Charges. The credit cover (insurance) will be charged

in accordance with the Schedule of Charges. A copy of sales voucher (up to a maximum of 3 months) can be obtained by paying a fee as per the Schedule of Charges. The MasterCard arbitration charges for disputed Card Transactions shall be as per the Schedule of Charges. The requirements for dial-a-draft and bank remittance shall be as per the Schedule of Charges.

- 6.13. If a representative of the Bank physically collects the Basic Card member's cheque and/or cash from the office/residence of the Basic Cardmember, then the Basic Cardmember will be charged a collection fee per collection in accordance with the Schedule of Charges.
- 6.14. All the above fees and charges may be amended and revised by the Bank from time to time.
- 6.15. Telephone calls and / or personal visits to a Cardmember in respect of collection of outstanding payments, will be made between 9:00 am to 9:00 pm, Monday to Saturday.

## **7. SECURITY**

- 7.1. The Basic Cardmember hereby guarantees to the Bank, as his or her own debt, any and all amounts due and payable to the Bank by the Supplementary Cardmember including every and all types of Charges and Liabilities and all other costs and expenses payable by the Supplementary Cardmember to the Bank. The Basic Cardmember hereby agrees that the Bank may in its sole discretion, compound with or otherwise vary or release the obligations of the Supplementary Cardmember to the Bank without releasing, discharging or diminishing the liability of the Basic Cardmember to the Bank as guarantor for the Charges and Liabilities of the Supplementary Cardmember and, further, until the Basic Cardmember has fully discharged his or her liability to the Bank hereunder, the Basic Cardmember will not claim or prove in competition or be entitled to any set-off or other right in respect of any payment made to the Bank by the Supplementary Cardmember in respect of the Charges and/or Liabilities of the Supplementary Cardmember.
- 7.2. The Basic Cardmember shall not pass the Card to any other person and undertakes that he/she shall exercise every possible care to prevent the Card from being stolen, lost or misplaced and shall be liable for all losses and consequences resulting there from. Subject to any restrictions imposed by the relevant laws, the Bank reserves the right to share personal and credit information of the Basic Cardmember/ Supplementary Cardmember with other parties in accordance with clause 13 hereof.

### **7.3. HYPOTHECATION AGREEMENT**

In consideration of the agreeing to consider the Card member's request for providing him/her the facility of the Card ("Facility"), on the Terms and Conditions the Basic Cardmember unconditionally agrees and expressly undertakes as follows:

The Cardmember hereby hypothecates and declares hereunder, that all present and future household goods owned by him/her including furniture fittings, electronic items and vehicles, hereinafter called "Hypothecated Property", shall henceforth be the security, for payment of any and all dues owing to the Bank or which may at any time hereafter become due to the Bank from me up to the limit of the Facility, plus all service charges and all costs, charges and expenses payable to and/or incurred by the Bank.

While maintaining the Hypothecated Property in good condition, the Cardmember shall not, without prior permission from the Bank in writing, at any time so long as there shall be any amount due by the Cardmember under the Facility, sell or cause or permit to be sold or charge or encumber or divert or otherwise deal with the Hypothecated Property which may be detrimental to the interests of the Bank, or whereby Bank's security in any way is prejudicially affected.

The Bank, or its agents, and/or nominees shall be entitled at all times, and without notice, to examine the Hypothecated Property and inspect and take charge of the same, and without prejudice to the generality of the foregoing, if the Cardmember (a) fails to maintain the Hypothecated Property in good condition; (b) fails or neglects to pay to the Bank on demand the balance then due; (c) commits breach of any of the terms contained herein; or (d) commits any act of insolvency within the meaning of any law for the time being in force or becomes or is adjudged bankrupt or insolvent.

The Cardmember further authorises the Bank or its representative to effect sale of the same either by private agreement or public auction, for such an amount and at such price as the Bank may deem proper and satisfactory.

The Cardmember agrees to unconditionally accept the Statement of Account made out from the books of the Bank, without the production of any voucher, document, paper or evidence, as conclusive proof of the sum due to the Bank.

The Basic Cardmember hereby assumes full liabilities as principal debtor for all amounts becoming due and payable to the Bank by the Supplementary Cardmember, if any, nominated by the Basic Cardmember including every and all types of Charges and Liabilities and all other costs and expenses payable by the Supplementary Cardmember to the Bank.

The Cardmember, by accepting and signing the application for the Card does hereby confirm the creation of the hypothecation charge in favour of the Bank in respect of the Hypothecated Property and agrees to furnish to the Bank other documents relating thereto including receipts thereof, duly endorsed in favor of the Bank and shall, on demand by the Bank, deliver to the Bank, possession of the said Hypothecated Property.

## **8. SUPPLEMENTARY CARD**

- 8.1. The Bank may issue a Supplementary Card to any person, not below the age of 18 years, nominated by the Basic Cardmember and approved by the Bank. If a Card is issued to the Supplementary Cardmember, the Basic Cardmember and the Supplementary Cardmember are jointly and severally bound by these Terms and Conditions and are jointly and severally liable to the Bank for all Charges and Liabilities and other costs and expenses incurred or payable by the primary Basic Cardmember and/or the Supplementary Cardmember. The Credit Limit assigned to the Basic Cardmember is inclusive of the Credit Limit of the Supplementary Cardmember and the Basic Cardmember and the Supplementary Cardmember shall not permit the total of the Charges incurred under or through their respective Cards to exceed the said Credit Limit. The Basic Cardmember and Supplementary Cardmember accordingly agree and undertake to ensure that the balances maintained in the Account(s) will cover, at all times, the amount of the applicable Credit Limit assigned to their respective Cards and their respective Charges incurred pursuant thereto.
- 8.2. The undertakings, Liabilities and obligations of the Basic Cardmember and the Supplementary Cardmember to the Bank and the Bank's rights herein shall not be affected in any way by any dispute or counter claim or right of set-off which the Basic Cardmember and the Supplementary Cardmember may have against each other. As provided under the "Security" Clause (7) herein above, the Basic Cardmember shall be independently liable to pay the Bank all Charges and Liabilities incurred by the Supplementary Cardmember. The Basic Cardmember hereby indemnifies the Bank against any losses, damages, liabilities, costs and expenses, whether legal or otherwise, incurred or suffered by the Bank by reason of any legal disability or incapacity of the Supplementary Cardmember to make any required payments pursuant hereto and/or any breach of these Terms and Conditions by the Supplementary Cardmember.
- 8.3. Any payment made by the Basic Cardmember or the Supplementary Cardmember to the Bank shall be allocated towards reduction of the debit balance in the Account(s), but the Basic Cardmember and the Supplementary Cardmember shall continue to remain liable for any outstanding post-payment debit balance, if any, in the Account(s).



## **9. LOSS OF CARD / PIN**

- 9.1. If the Card is lost or stolen or the PIN is inadvertently disclosed to an unauthorised person, the Basic Cardmember or Supplementary Cardmember shall immediately notify the said loss, theft or disclosure with all material particulars including Card numbers to the Bank. The Bank can suspend/cancel/block the operations on the Card reported lost, stolen or the PIN of which has been inadvertently disclosed immediately upon receipt of such report from the Cardmember. Until notification to the Bank as aforesaid, the Basic Cardmember shall be liable for any unauthorised use of the Card. Within three days of such notification to the Bank, the Basic Cardmember shall send to the Bank a written confirmation of the loss, theft or disclosure together with such particulars thereof, including copy of relevant police report, as may be required by the Bank and thereafter the Basic Card member's liability shall be limited as provided in Clause (9.2) herein below.
- 9.2. Any lost or stolen Card subsequently recovered by the Basic Cardmember or Supplementary Cardmember shall immediately be returned to the Bank without further use.
- 9.3. The Bank may, in its absolute discretion, issue a replacement Card or a new PIN for any lost or stolen Card/PIN on these Terms and Conditions or such other Terms and Conditions as the Bank may deem fit.
- 9.4. The Cardmember agrees that the Bank has the right to recover all unauthorised Charges and Cash Advance, provided however that the Cardmember will not be liable for any unauthorised Card Transaction made subsequent to reporting such loss, theft or disclosure of PIN, if there is due notification by the Cardmember of such loss, theft or disclosure to the Bank as specified hereinabove, on condition that such loss, theft or disclosure is not due to the negligence or default of the Basic Cardmember and /or the Supplementary Cardmember and the Terms and Conditions have been complied with by the Cardmember to the satisfaction of the Bank.

### **9.5. PIN**

The Bank may issue a PIN to the Cardmember for the use of the Card at any counter of the Bank (if available) or ATM or Bank AL Habib Call Centre/IVR Service which will accept the Card. The Cardmember agrees that:

- The PIN will be communicated through Bank AL Habib Call Centre/IVR Service to the Card member at his own risk;

- The Cardmember shall not disclose the PIN to any person and shall take precautions to prevent discovery of the PIN by any person; and
- Subject to clause 9.4, the Cardmember shall be fully liable to the Bank for all Cash Advances and Card Transactions made with the PIN regardless of whether such Cash Advance or Card Transaction was with or without the knowledge of the Cardmember.

## **10. SUSPENSION/TERMINATION OF THE CARD**

- 10.1. The Basic Cardmember may, at any time, inform the Bank of intention to close the Card Account and to terminate the use of all Cards by giving prior notice in writing and returning all Cards cut into half to the Bank. The Card Account shall be closed only after the receipt by the Bank of all Cards cut in half and after full payment to the Bank of all Charges and Liabilities and all other costs and expenses in relation to the Card Account.
- 10.2. The Basic Cardmember or any Supplementary Cardmember who does not agree with the Terms and Conditions as modified from time to time may terminate the use of any Card or Supplementary Card at any time by giving notice in writing and returning the relevant Card or Supplementary Card cut into half to the Bank. In such event, the Basic Cardmember, including the Supplementary Cardmember whose use of the Card has been terminated, shall continue to remain jointly and severally liable to the Bank for all Charges and Liabilities and all other costs and expenses in relation thereto in accordance with these Terms and Conditions.
- 10.3. The Basic Cardmember will not be liable for the continuing use of a supplementary card from the date the Basic Cardmember requests the Bank to cancel the supplementary card and has duly returned the supplementary card to the Bank.
- 10.4. The Bank may, at any time, recall and cancel all or any Card with or without giving any prior notice to the Basic Cardmember or Supplementary Cardmember. The Basic Cardmember and Supplementary Cardmember shall immediately, after such recall and cancellation, return such Card cut in half to the Bank and make full payment of all Charges and Liabilities and all other costs and expenses in relation thereto to the Bank.

- 10.5. If the use of all or any Card is terminated in terms hereof, all Charges and Liabilities of the Basic Cardmember and/or Supplementary Cardmember, whether actual or contingent, shall become immediately due and payable to the Bank. The Basic Cardmember and the Supplementary Cardmember shall be fully liable to the Bank for all Charges and Liabilities until the Bank's receipt of all Cards cut in half and full payment from the Basic Cardmember and/or the Supplementary Cardmember for all outstanding Charges and Liabilities and other costs and expenses in connection therewith. The Bank shall not be liable to refund the annual membership fees or any part thereof to the Basic Cardmember in the event of the termination of use of the Card and the relevant Card Account.
- 10.6. Without prejudice to the rights of the Bank under the Terms and Conditions and applicable laws, if the Card is cancelled / terminated due to any default by the Cardmember, then the unredeemed accumulated Reward Points shall also be terminated.

## **11. EXEMPTION, EXCLUSION**

- 11.1. The Bank shall not be liable for any loss or damage, howsoever incurred, or suffered by the Basic Cardmember or Supplementary Cardmember by reason of the Bank or a Merchant or at any ATM or any other party refusing to allow a Card Transaction or accept the Card or the Card numbers.
- 11.2. The Bank is not liable in any way for the quality, quantity, sufficiency, acceptability of goods and/or services reserved or purchased by the use of the Card or Card numbers or for any breach or non-performance of any Card Transactions by a Merchant. In the event of any dispute between the Basic Cardmember and the Bank or any Merchant or any other person, the Basic Card member's liability to the Bank shall not in any way be affected or reduced or suspended by such dispute or any counter claim or right of set-off which the Basic Cardmember may have against such Merchant or other person.
- 11.3. The Bank is not liable in any way to the Basic Cardmember or Supplementary Cardmember for any loss, damage of whatsoever nature due to or arising from any disruption or failure of communication system of facilities or data processing system or transmission link or due to or from any industrial or other dispute or any other thing or cause beyond the control of the Bank.

- 11.4. The Basic Cardmember and the Supplementary Cardmember hereby confirm that the Charges and Card Transactions executed and paid pursuant to these Terms and Conditions are and will continue to be in accordance with all applicable laws, regulations, rules, circulars, and directives as may be amended from time to time governing the use of Credit/Charge Cards for the time being in force in Pakistan and further hereby indemnify the Bank against any fines, losses, and/or damages incurred or suffered by the Bank in the event of contravention of such laws, regulations, rules, circulars and/or directives by the Basic Cardmember and/or Supplementary Cardmember at any time.
- 11.5. Except as otherwise prescribed by law, the Bank shall have no responsibility or liability for any act or omission or inability to perform any of its obligations hereunder which results from any cause beyond the Bank's control.
- 11.6. In the event that any one or more of the provisions set out herein above shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions shall not be affected or impaired thereby.

## **12. VARIATION OF TERMS**

- 12.1. The Bank reserves the rights to modify, amend or make additions to these Terms and Conditions, at its sole discretion, which shall be binding on the Basic Cardmember and the Supplementary Cardmember, if any.
- 12.2. The Bank may at any time or from time to time change any of these Terms and Conditions including, without limitation, the terms of payment, percentage rates, Charges and Services Fees, and accordingly notify the Basic Cardmember by inclusion in the Statement of Account or otherwise. Such changes shall be effective from the date specified by the Bank for such modifications or, if contained in the Statement of Account, from the date of the Statement of Account.
- 12.3. Retention by the Basic Cardmember of the Card after the Basic Card member's receipt of any changes in these Terms and Conditions pursuant to the preceding clause shall constitute notice of the Basic Card member's acceptance of such amended Terms and Conditions without reservations.
- 12.4. In the event of Basic Card member's non-acceptance of such Terms and Conditions, as amended, the Basic Cardmember must immediately terminate the use of the Card in accordance with Suspension/Termination of the Card" Clause (10) herein above.

### **13. DISCLOSURE**

The Basic Cardmember and the Supplementary Cardmember hereby irrevocably authorises the Bank to disclose information relating to the Card Account, the use of the Card, the particulars and the financial affairs of the Basic Cardmember and/or the Supplementary Cardmember to any Merchant, bank, financial institution, the Bank's branches and related or affiliated concerns, any member of the International MasterCard and VISA Card Network, regulatory authorities, governmental authorities, law enforcement agencies and third party service providers or any other concern or authority as the Bank may, in its sole discretion, deem appropriate.

### **14. NOTICES**

- 14.1. All Cards, notices, Statements of Account, demands or any other communication under these Terms and Conditions (hereinafter collectively called "Communications") may be delivered personally or by courier or be sent by ordinary post to the last known billing address or other address of the Basic Cardmember and such Communications shall be deemed to have been served on the Basic Cardmember on the day of delivery, if delivered by hand, and on the next business day after posting, if sent by courier. All Communications under these Terms and Conditions sent to the Basic Cardmember or the Supplementary Cardmember shall be deemed to be Communications sent also to the Supplementary Cardmember.
- 14.2. Any notice to be given by the Basic Cardmember to the Bank under these Terms and Conditions shall be given by registered post with acknowledgment due.

### **15. INDEMNITY**

- 15.1. The Basic Cardmember undertakes and agrees to indemnify the Bank and hold it harmless against any loss, damage, liability, cost and expense, whether legal or otherwise, which the Bank may incur by reason of these Terms and Conditions or any breach thereof, or the enforcement of the Bank's rights as herein provided (including any loss incurred or suffered by the Bank in the event of any governmental restrictions imposed on payment by the Basic Cardmember in foreign currency by way of cash or otherwise). Accordingly, all costs and expenses including legal costs and disbursements and every expense incurred by the Bank in enforcing or seeking to enforce or applying these Terms and Conditions or otherwise, shall be debited to the Card Account and shall be paid as Liabilities by the Basic Cardmember. The Basic Cardmember further indemnifies the Bank against any claims, costs, damages, and expenses resulting directly or indirectly or arising from or in connection with the use of the Bank AL Habib MasterCard/VISA Card.

- 15.2. The Bank shall provide the Cardmember with all the facilities, which are or may from time to time become part of the Bank AL Habib Credit Card Banking Services, in respect of all accounts which may hereafter be opened with the Bank in which the Cardmember may have single signatory authorization.

**16. RIGHT OF SET-OFF**

The Bank may at any time or from time to time and without notice or liability in any way to the Basic Cardmember or Supplementary Cardmember, combine or consolidate or merge or amalgamate any one or all accounts of the Basic Cardmember and/or Supplementary Cardmember with the Bank or any affiliate or subsidiary (whether current or deposit or of any other nature and in whatever currency and whether in Pakistan or elsewhere) and/or set-off or apply any money standing to the credit of anyone or all of such accounts in or towards satisfaction of the outstanding balance of the Card Account. Where such combination, consolidation and/or set-off requires the conversion of one currency into another, the Bank shall be entitled to effect such conversion at such rate of exchange prevailing on the day of such combination, consolidation and/or set-off as the Bank may apply in accordance with the Bank's usual practice in such connection and all exchange risks, losses and other bank charges shall be exclusively borne by the Basic Cardmember.

**17. WAIVER**

The Bank may at any time waive either unconditionally or otherwise any of these Terms and Conditions or any default or breach of the Basic Cardmember provided that such waiver is given in writing by the Bank and save as aforesaid, no condoning or excusing of and no neglect or forbearance on the part of the Bank of any default or breach of any of these Terms and Conditions shall operate as a waiver of the Bank's rights and powers and no waiver shall be inferred from or implied by anything done or not done by the Bank unless expressed in writing by the Bank. Any waiver shall operate only as waiver of the particular matter to which it relates and shall not operate as a waiver of any of these Terms and Conditions.

**18. FULL FORCE AND EFFECT**

These Terms and Conditions shall remain in full force and effect until the Bank acknowledges receipt of all Cards cut in half and full payment of all Basic Cardmember and Supplementary Cardmember Charges and Liabilities and other costs and expenses relating thereto.

**19. SEVERANCE**

Each of these Terms and Conditions shall be severable and distinct from one another and if, at any time, any one or more of such Terms and Conditions is or becomes invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

**20. TAXES AND OTHER GOVERNMENT LEVIES DUTIES**

The Basic Cardmember and Supplementary Cardmember agree to reimburse the Bank for payment of any stamp duties and/or excise or other similar taxes, levies, imposts or cesses payable in connection with the use of the Card or the Card Account.

**21. ASSIGNMENT: TRANSFER OF INTEREST**

The Basic Cardmember and Supplementary Cardmember hereby agree that the Bank may, in its sole discretion, assign, discount or otherwise transfer part or all of its interests herein to any third party for such consideration or otherwise as the Bank deems appropriate.

**22. ARBITRATION**

In the event of any dispute, doubt or question arising between the Bank and Basic Cardmember in respect of the interpretation, meaning or effect of the Terms and Conditions or any part thereof, or their respective rights and liabilities hereunder, the same shall be referred to arbitration under the Arbitration Act, 1940 and the award of the arbitrator or arbitrators or the umpire, as the case may be, shall be based on MasterCard/VISA Card bye laws and rules and shall be binding on the parties thereto, the cost of which proceedings shall however, be borne by the losing party.

**23. GOVERNING LAW**

These Terms and Conditions are governed by and shall be construed in accordance with the laws of Pakistan and the Basic Cardmember and Supplementary Cardmember hereby submit to the jurisdiction of courts in Pakistan.

## 24. **PRIVACY**

Except as provided in clause 13 above, the Bank will treat the Basic Card member's and Supplementary Card member's personal information as private and confidential (even after the Card Account has been terminated, cancelled or suspended). No information about the Card member's relationship with the Bank or the Card member's name or address will be disclosed to anyone, other than in accordance with the following terms:

- Where the Bank (or any third party acting on Bank's behalf) are legally compelled to do so; or
- Where there is duty to the public to disclose; or
- Where the Bank's interest require disclosure; or
- Where the disclosure is made at the Card member's request or with the Card member's consent; or
- Where for the purpose of credit reporting, verification and risk management, the Bank exchanges information about the Card members with any institution it deems fit; or
- Where the Bank for promotion of its products and/ or its use, utilizes the information of the Cardmember for promotional purposes; or
- Where the Bank is required to furnish information and data in respect of its Card programme to its agents, advisors and service providers whether in Pakistan or elsewhere.

## 25. **BANKING ACTIVITIES VIA CALL CENTRE AND IVR:**

**The terms below shall have the following meaning:**

**“Call Centre”** means designated unit of the Bank providing any or all banking services with the help of Call Centre Customer Services Agents/Officers or through Interactive Voice Response (IVR) system 24 hours a day, 7 days in a week and 12 months in a year at specified number of the Bank.



“IVR” means the Interactive Voice Response, which is part of the Call Centre, from which the Bank shall provide all the services round the clock which may be accessed by the Cardmember by manually punching in the telephone key pad their information without the help of Call Centre Customer Services Officers.

- 25.1. The general Terms and Conditions specified in this document will also apply to all transactions, authorization, mandate(s) and instruction via Call Centre banking and additionally the following shall also apply:
- 25.2. The Cardmember acknowledges that the Call Centre/IVR banking services which may be provided by the Bank at its discretion involves inherent risks, including but not limited to risk associated with fraud and unintended/erroneous instructions, which the Bank cannot eliminate. The Cardmember hereby exempts the Bank from all responsibilities and accepts any and all risks associated with the use of the Call Centre/IVR banking services. The Cardmember hereby indemnifies and holds the Bank harmless against all damages, losses, costs, claims, fees and expenses and against all proceedings and actions incurred or sustained by the Bank as a result of the Bank making available to the Cardmember various services and facilities through the Call Centre.
- 25.3. A Supplementary Cardmember, will not be allowed any financial transaction(s) through Call Centre/IVR banking service except activation and blocking of Cards in case of loss or theft of Card.
- 25.4. For availing services made available to Cardmember from time to time by the Bank through Call Centre/IVR, the Cardmember accepts all requirements and guidelines issued by the Bank from time to time, either specifically or generally which will be binding on the Cardmember.
- 25.5. The BAHL Credit Card cannot be used on the Internet without following the procedures specified herein. The procedures have been designed to protect against the fraudulent use of the Card. If the Card Member wishes to use the Card on the internet, the Card Member should call the BAHL Call Center with a request to allow use of the Card over the internet. After proper validation, the Bank will allow use of the Card over internet for a limited time period after which the restrictions will again be imposed.
- 26.** Card Member can easily log his or her complaint by calling Bank AL Habib 24/7 Call Center. The complaint can also be registered through Bank AL Habib website, by filling the online form. The complaint response time is normally one business day but in some cases this may be extended.