

Terms & Conditions

1. Definitions

'Bank' means Ahli United Bank B.S.C.

'Card' means the Credit Card(s) Visa/MasterCard card issued by the Bank to the Cardholder.

'PIN' means the related personal identification number issued to the Cardholder.

'Card Transaction' means the purchase of goods or obtaining of services or cash advance by the use of the card, the card PIN or in any manner authorized by the Cardholder.

'Card Account' means account(s) maintained by the Bank in relation to the card transactions.

'Primary Cardholder' means a person in whose name the card is issued and the card account is maintained.

'Supplementary Cardholder' means a person who has been issued a Supplementary Card as defined in condition (6) herein as per Primary Cardholders request and whose card transactions are chargeable to the card account of the Primary Cardholder.

'Cardholder' means 'Primary Cardholder' or 'Supplementary Cardholder'.

'Credit Limit' means the maximum debit balance permitted under card account as determined and notified to the Primary Cardholder by the Bank from time to time.

2. Use of the Card

The Cardholder must:

- a) Sign the Card immediately upon receipt.
- b) Use the Card within the Credit Limit, determined by the Bank from time to time.
- c) Not use the card beyond its expiry date or after its cancellation.
- d) Ensure the safety of the Card and prevent the Card number and the PIN becoming known to any person.
- e) Not use the Card for any illegal card transaction and/or in breach of the terms thereof.
- f) Not use the Card for purchasing goods or services or any other purposes that is prohibited by the local law as valid in the place of usage and issue of the Card.

3. The Card Account

- a) The Bank shall maintain a card account for each Primary Cardholder and shall charge to such account all amounts arising from Card Transactions and any expenses incurred by the Bank arising from the use of the Card.
- b) The Bank shall send a monthly statement of the Card Account to the Primary Cardholder containing all the Card Transactions for the period stated in the statement.
- c) The Primary Cardholder shall pay within 15 days from the date of each statement the minimum amount due specified in the statement or any greater amount chosen by the Primary Cardholder. The minimum amount considered being 3% of the outstanding balance shown in the statement or BD 5 whichever is higher.

- d) The Primary Cardholder shall pay in full immediately any outstanding in excess of the Credit Limit, any arrears of previous payments and the amount of any Card Transaction made in breach of any of these terms and conditions.
- e) Any payment to the Bank shall be effective only when received at the Bank and credited to the Card Account which will be applied by the Bank, firstly, in payment of the late payment fees; secondly towards payment of all interest shown on the latest and any previous statements; thirdly towards payment of all cash advances shown on the latest and any previous statements; fourthly towards payment of all purchases shown on any previous statements; fifthly towards payment of all purchases shown on the latest statement; sixthly towards payment of any cash advances made and debited to the Card Account but not then shown on any statement; and lastly, towards payment of any purchases made and debited to the Card Account but not then shown on any statement.
- f) All payments made by the Cardholder shall be in the billing currency of Card Account. The amount of any Card Transaction in a currency other than Bahraini Dinars shall be converted into Bahraini Dinars at the prevailing rates of exchange as determined by the Bank on the date such amounts are charged to the Card Account.
- g) All amounts due under these terms and conditions shall be covered by the Bank under the Credit Shield program unless the cardholder opts out of this policy coverage by requesting in writing. The Primary cardholder will be automatically covered under this policy, whereby the outstanding amounts payable by the Primary Cardholder will be settled by the Bank in case of the Primary Cardholder's death. However, all amounts due shall be immediately payable by the Primary Cardholder in full on bankruptcy of the Primary Cardholder. In all cases the obligations of the Primary Cardholder shall remain in full force and effect until they are fully satisfied.

4. Charges

- a) The Bank shall charge an annual subscription fee to the Card Account upon issuance of a Credit Card and for every renewal thereafter for both primary and supplementary cards, which shall be determined by the Bank from time to time.
- b) The Bank shall charge a handling fee of 4% or BD4 (whichever is higher) on any cash advance to the Card Account.
- c) Interest on Card Transaction amounts shall be charged on a daily basis at the rate of 2.5% for Classic and 1.75% for Gold subject to a minimum interest charge of BD 1 per month (or as specified otherwise and notified at the time of Card issuance or through the Cardholder statements or any other form of communication as deemed appropriate by the Bank) from the date the Card Transaction is processed by the Bank until full repayment is received and credited to the Card Account; provided however that no interest will be charged on the new transaction amount repaid and credited to the card Account within 15 days from the date of the latest statement. Interest shall be debited to the card account on monthly intervals.
- d) A flat late payment fee of BD10 shall be charged if the minimum amount due is not received by the Bank within 15 days from the statement date.
- e) A flat fee of BD10 shall be charged if the Cardholder uses the Card in excess of his prescribed credit limit.
- f) The Bank shall charge automatically 0.45% per month of the total monthly outstanding as coverage only to settle the outstanding Credit Card balance in the case of Primary Cardholders death. This charge will be automatic, unless the

Primary Cardholder has provided, in writing to the Bank, a request to cancel such coverage.

g) The Bank reserves the right to vary the above or introduce any other charges from time to time at its sole discretion.

5. Loss of the Card or PIN

a) The Cardholder shall exercise all possible care and ensure the safety of the Card and shall prevent the Card number and the PIN becoming known to any other person.

b) If the card is lost or stolen or the PIN has become known to any unauthorized person, the Cardholder shall immediately notify the Ahli United Bank Contact Centre on Tel (+973) 17221999. The notifications shall be confirmed in writing and sent within 24 hours to the

Bank on: P.O.Box 2424, Manama, Kingdom of Bahrain, Fax No. (+973) 17580547 or email: card.services@ahliunited.com.

c) The Cardholder shall be fully liable for all Card Transactions and losses, which result from unauthorized use of the Card before the notification stated in (b) above. In all cases, the Cardholder shall be liable if the loss of the Card or misuse of the Card arises as a result of the Cardholder's negligence or consent.

6. Supplementary Card

a) The Bank may in its absolute discretion issue a Supplementary Card to a person nominated by the Primary Cardholder and at the written request of the Primary Cardholder and approved by the Bank.

b) The Primary Cardholder shall be liable for all amounts arising from the use of the Card by the Supplementary Cardholder.

c) The Primary Cardholder shall indemnify the Bank against any loss, damage, liability, and cost or otherwise incurred by the Bank by reason any breach of these terms and conditions by the Supplementary Cardholders.

d) The terms and conditions applicable herein to the Primary Cardholder shall apply mutatis mutandis with the necessary changes to the Supplementary Cardholder.

7. Termination

a) The Primary Cardholder may at any time terminate the use of all cards by a notice in writing and returning all cards to the Bank. The termination shall only be effective on the return to the Bank of all cards and full payment of all charges and liabilities under the Card Account.

b) The Bank may at its sole discretion at any time and without notice terminate, reduce credit limit or suspend the use of the Card entirely or in respect of specific facilities.

c) The Bank shall terminate the use of the Card without notice upon the death, bankruptcy or insolvency of the Primary Cardholder.

8. Set-off

In addition to any general right to set-off or other rights conferred by the law to the Bank, the Cardholder agrees that the Bank may in its absolute discretion at any time and without notice combine and consolidate all or any account held

with the Bank of whatever description and where so ever located and in whatever currency to set-off or transfer any sum standing to the credit of any such account towards discharge of all amounts due to the Bank.

9. General

a) The bank shall not be liable if it is unable to perform its obligations according to these terms and conditions due (directly or indirectly) to the failure of any machine, transmission link, refusal of any merchant or financial institution to honour and accept the Card or malfunction of any ATM or for any other reason beyond the Bank's control. In case the Bank is unable to produce or send a statement, the Primary Cardholder's liability for interest shall continue and for the purpose of calculating interest and establishing the date on which payment is due, the Bank may select a date each month as statement date.

b) The Cardholder must immediately notify the Bank in writing of any change in employment or business or address.

c) The Cardholder undertakes and agrees to indemnify the Bank against any loss, damage, liability, cost and expenses 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.

d) In case the Bank, on behalf of the Primary Cardholder, enters into any agreement with insurance companies and other international institutions for the procurement of certain benefits to the Cardholder, it will be the sole responsibility of such companies and institutions to execute those benefits.

e) Any other facilities or benefits made available to the Cardholder such as credit limit, discounts, offers etc., and not forming part of these terms and conditions, may be reduced or withdrawn at any time without notice.

f) These terms and conditions are subject and supplementary to the Bank's general terms and conditions. In case of any conflict between these terms and conditions and the Bank's general terms and conditions, the Bank's general terms and conditions shall supersede.

10. Variation

The Bank may from time to time at its sole discretion, amend these terms and conditions and notify the Cardholder by such means as deemed fair.

11. Law and Jurisdiction

These terms and conditions shall be governed by and construed in accordance with the laws of the Kingdom of Bahrain and the Cardholder hereby submits to the non-exclusive jurisdiction of the Bahraini Courts.