

# Credit Card Terms

## Contents

1. Choosing the product that is right for you
2. The credit cards
3. Credit limit
4. Cash advance
5. Balance transfer
6. Interest, fees and charges
7. Liability
8. Additional services for your account
9. Payments
10. Cancellation and termination
11. Variation
12. Suspicious transactions
13. Meaning of words

## **Important notice**

### **You need to read this document.**

It sets out specific terms and conditions on which we agree to provide you with credit card products. You must read it in conjunction with our Client Terms, the product brochure and any other documents forming our banking agreement. To the extent of any inconsistency between these terms and our Client Terms, these terms prevail.

### **Key words**

The meaning of key words in our banking agreement is explained in our Client Terms. Some additional key words which apply to the products referred to in these terms are explained at the end of these terms.

## 1. Choosing the product that is right for you

We offer a variety of credit card products designed to suit your personal banking needs. The particular types of credit cards we offer are set out in the product brochures. If you need us to explain any of the features of, or the terms applying to, any credit cards, please contact us.

## 2. The credit cards

### Issue of credit cards

2.1 We may issue a credit card to you and, if you ask, to each supplementary cardholder.

### Collection

2.2 We send the credit card (and any replacement credit card) to your address last notified to us unless you notify us in writing that you want to collect the credit card from us. We may restrict certain delivery channels from time to time.

### Activation procedures

2.3 Each cardholder must comply with any activation procedures notified from time to time.

### Using the credit card

The terms of our banking agreement apply to each use of a credit card. If a cardholder does not agree with those terms, they should not sign the credit card or carry out any transaction.

2.4 You accept the terms of our banking agreement when you first use the credit card.

2.5 You must ensure that only the person issued with a credit card uses it.

### Supplementary cards

2.6 We send any supplementary cards, their PINs/password and all communications relating to them to you.

2.7 Any communication we give to you or any supplementary cardholder is taken to be given to all of you.

2.8 You and each supplementary cardholder agree to be bound by the instructions that any of you give us.

### Co-brand cards

2.9 We may convert a co-brand card to another type of credit card.

2.10 We are not liable for any representations, promotions or obligations made by a business alliance partner.

## 3. Credit limit

### Credit limit

3.1 We notify you of the credit limit when your application has been approved.

3.2 We may vary the credit limit at any time under notice to you.

### Exceeding your credit limit

3.3 It is your responsibility to ensure that the credit limit is not exceeded.

3.4 In calculating whether the credit limit has been exceeded, we may take into account:

- any transaction made using the credit card but which has not been debited from the account for a credit card; and
- any authorisation we have given to a third party in connection with a proposed transaction using the credit card.

**Credit limit exceeded**

- 3.5 If you exceed the credit limit or any temporary credit limit extension has expired, you must immediately pay us that part of the balance owing for the account for the credit card which exceeds the credit limit in addition to any payment we require.

**4. Cash advance**

**How to obtain a cash advance**

The Cardholder may obtain Cash Advance subject to availability of adequate credit and as may be acceptable to the Bank from time to time at its absolute discretion by the following means

- 4.1 You may obtain a cash advance using your credit card at one of our branches, other financial institutions displaying the logo of a card association and any VISA PLUS or MasterCard Cirrus ATM. The channels available for cash advance may vary from time to time.

**Maximum limit on cash advance**

- 4.2 There will be limits in place for the maximum cash advance that you can avail. For details of the maximum amount we permit, contact us.

**5. Balance transfer**

- 5.1 If you ask, we may permit a balance transfer subject to any conditions we specify.
- 5.2 You should continue to make any required payments to the account from which you transfer a balance until we confirm that the account has been credited. We are not liable for any overdue payment or interest incurred relating to the account from which you transfer a balance.

**6. Interest, fees and charges**

- 6.1 Interest, fees and charges (including finance charges, cash advance fees, overlimit fees, annual fees and administrative fees) are set out in the Service & Price Guide.
- 6.2 Unless otherwise specified, interest is calculated on the basis of a 360 day year and compounded on monthly basis or such other basis we choose.
- 6.3 Interest is charged until the date the balance owing is paid in full.
- 6.4 You must pay all costs such as debt collection fees we incur in connection with the credit card on demand.

**7. Liability**

**General**

- 7.1 You are liable for:
- any failure by any cardholder to comply with the terms of our banking agreement;
  - all transactions made using a credit card (except for disputed transactions where you prove otherwise in accordance with clause 17 of the Client Terms);
  - the balance owing for the account for a credit card (including all amounts debited and credited to the account for the credit card by any supplementary cardholder); and
  - any transactions where we could otherwise have exercised chargeback rights if you do not notify us of the transactions and provide any further documents or information we require within the time periods required.

**Disputes between you and supplementary cardholders**

- 7.2 Our rights and obligations relating to you and each supplementary cardholder are not affected by any dispute or claim you and the supplementary cardholder may have against each other.

### **Purchase of goods or services**

7.3 We are not liable for:

- the refusal of any merchant, financial institution or other person to accept the credit card; and
- any defect or deficiency in goods or services supplied to you by any merchant, financial institution or other person.

You must resolve any complaint against any merchant, financial institution or other person and no claim against any of them may be set off against us.

### **Additional services offered with credit cards**

7.4 Some types of credit cards give you access to services provided and paid for by third parties. For example, if you hold a Visa Gold Card or Visa Platinum Card you may have access to the International Emergency Assistance Service. You are liable for the cost of any medical, legal or other services provided under these third party services. You acknowledge that the third party service providers do their best to provide the services to cardholders and that the services may not always be available (for example, because of time, distance or location). Neither we nor the third party service provider or Visa International Service Association is liable to you for any loss in connection with any service or its unavailability.

7.5 We are also not liable to holders of a credit card with access to Emergency Cash Withdrawal (if available) for any loss they suffer if we are unable to give immediate effect to an Emergency Cash Withdrawal, replacement card or any other facilities we offer in connection with the credit card.

The Client Terms include additional provisions relating to your liability to us and exclusions or limits on our liability. See, for example, "You indemnify us" and "Exclusion of liability".

## **8. Additional services for your account**

8.1 We may offer additional services for your account. These may include reward programmes, balance transfer schemes, payment arrangements, card protection and any other services which you can find out more about by contacting us at one of our branches or by using phone banking or as we advise you from time to time.

8.2 If you sign up for additional services, you are bound by the terms of the additional services. To the extent of any inconsistency between the terms of the additional services and our banking agreement, our banking agreement prevails unless the terms of the additional services specify otherwise.

8.3 For details of any bonus point scheme applying to the credit card, please refer to our banking agreement or contact us.

## **9. Payments**

### **Payment by due date**

9.1 On or before the due date set out in the statement we issue for your credit card, you must pay at least the minimum payment due as set out in the statement.

9.2 Your liability to us remains even if, for any reason, you do not receive your periodic statement.

9.3 If an amount is due on a day which is not a banking day, you must pay it on the next banking day.

### **Calculation of minimum payment**

9.4 We calculate the minimum payment in accordance with our usual practice. Please refer to your statement/Credit Card Important Information Document.

### **Currency of transactions**

9.5 If any transaction made using the credit card is not denominated in the currency of the Kingdom of Bahrain, we convert the amount of the transaction to the currency of the Kingdom of Bahrain in accordance with our usual practice and our banking agreement.

### **How we apply payments**

9.6 We may (but need not) apply payments we receive to pay:

- fees, charges, cash advances, interest and other charges shown on the previous statement; then
- fees, charges, cash advances, interest and other charges interest shown on the current statement; then
- any unpaid transactions shown on the previous statement; then
- any unpaid transactions shown on the current statement; then
- fees, charges, cash advances, interest, other charges and other transactions on the account not shown on the current statement.

### **What happens if you do not pay**

9.7 If we do not receive the balance owing for the account for the credit card on or before the due date we may charge and debit from the account of the credit card finance charges as set out in the Service & Price Guide or elsewhere in our banking agreement.

9.8 If we do not receive the minimum payment on or before the due date:

- you must pay a late payment charge as set out in the Service & Price Guide or elsewhere in our banking agreement;
- you must not use the credit card until the minimum payment has been paid;
- we may suspend your use of the credit card.

### **Payment in full if we ask**

9.9 Despite any other term of our banking agreement, at any time we may demand immediate payment of the balance owing for the account of a credit card by giving 15 days prior notice.

### **Refunds to the credit card account**

9.10 We only credit a refund to the account for a credit card in connection with:

- a transaction made with the credit card; or
- a payment to the account for the credit card; or
- any other credit owing to you,

when we receive the amount to be credited in the Kingdom of Bahrain and in accordance with our usual practice.

### **Statement**

9.11 If you think there is an error on your statement you must notify us in writing with details of the error within 30 days after the date of the statement. If you do not do so, we treat the statement as correct.

## **10. Cancellation and termination**

### **How to terminate**

10.1 At any time we may choose to:

- cancel or suspend your right to use the credit card or close the account for a credit card;
- refuse to authorise any transaction for which you want to use the credit card; and
- refuse to re-issue, renew or replace the credit card,

by giving you notice

10.2 At any time, you may close the account for a credit card by notifying us in writing.

**What happens if the account is terminated**

10.3 If you or we end the account for a credit card, you must:

- cut the credit card in half; and
- immediately pay the balance owing for the account for the credit card together with any other amounts owing in connection with credit card transactions which have been made before termination but which have not actually been debited to the account for the credit card.

**Termination of use of supplementary credit card by cardholder**

10.4 Either you or a supplementary cardholder may end the use of a supplementary credit card by:

- notifying us in writing; and
- cutting the card in half.

**11. Variation**

11.1 If you are not comfortable with any changes we make to our credit card agreement, you may terminate it in accordance with the procedure in clause 10.

11.2 If we notify you of any changes to our credit card agreement in accordance with any applicable law and you continue to use the credit card, the account of the credit card you will be deemed that you have agreed to the changes.

**12. Suspicious transactions**

We need not honour suspicious transactions (and need not notify you if this is the case).

**13. Meaning of words**

You also need to refer to our Client Terms which also define key words used in these terms. If a word defined in these terms is also defined in our Client Terms, the definition in these terms applies for the purposes of accounts for the credit cards.

**balance transfer** means a transaction where we debit an amount you specify from your credit card and pay the amount to another credit card with us or another financial institution.

**cash advance** means cash issued in any currency obtained by using the credit card.

**co-brand card** means a card issued by us in conjunction with a business alliance partner.

**credit limit** means, for an account for a credit card, the maximum amount you are entitled to have outstanding on the account for the credit card.

**our banking agreement** means the agreement between you and us formed when we accept an application from you, the terms of which include our Client Terms and these terms.

**supplementary card** means, for an account for a credit card, a credit card issued to a person you authorise as a supplementary cardholder on your account for the credit card.

**supplementary cardholder** means each person to whom we issue a supplementary card.