

HBL

HABIB BANK
حبیب بینک

Terms and Conditions

HBL CreditCard

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HBL CreditCard Terms and Conditions

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HBL CreditCard Terms and Conditions

1. DEFINITIONS

Application/Instruction means any request, instruction or application made by the Cardmember through, including but not limited to, submission of an application on the format as prescribed by the Bank, facsimile message, telephone call, e-mail, electronic message sent via cellular telephone, verbal instruction and/or any other means of communication for issuance of the Card and/or for any facility(ies)/service(s) offered by the Bank, from time to time, including but not restricted to balance transfer, availing of HBL Installment Plan (HIP) or conversion of a Transaction into HIP, Cash Advance, payments to third parties or conducting/execution of any Transaction in relation to the arrangements made hereunder.

Association(s) means VISA or MasterCard Association.

ATM means Automated Teller Machine(s) or any card-operated machine(s) or device whether belonging to the Bank or other participating banks or financial institutions or concerns or to the VISA Card/Master Card global ATM network, or the affiliated networks thereof, as the case may be, which accepts the Card for the Transaction(s).

ATM PIN means the Personal Identification Number issued to a Cardmember to enable the Cardmember or a Supplementary Cardmember or selected by a Cardmember or a Supplementary Cardmember to enable the Cardmember or the Supplementary Cardmember to use the Card at an ATM for a Cash Advance and/or for a Card Transaction.

Bank means Habib Bank Ltd.

Card means, as applicable, a Credit Card, issued by the Bank and/or any other card including but not limited to co-branded cards, e-card, debit card, the second/Supplementary Card as issued by the

Bank, from time to time, to the Cardmember and shall include supplementary and subsequently issued, renewal or replacement Cards, if any, unless the context otherwise requires.

Card Account means HBL CreditCard account, or any account pertaining to the Card(s) issued by HBL from time to time, as the case may be, opened by the Bank for the purpose of entering debits/Charges incurred by or for the account of, and credits received by or for, the Cardmember and Supplementary Cardmember, if any under these Terms and Conditions and includes, without limitation, all debits incurred resulting from any Cash Advances and/or Charges and/or Liabilities arising out of or in connection with any Card Transaction or otherwise.

Cardmember in relation to any Card means a person to whom the Card is issued by the Bank and shall also include Supplementary Cardmember(s), if any.

Card Transaction/Transaction means any payment made or Cash Advance obtained or any amount to be debited from the Card Account or any amount charged by the Bank or any Merchant for any goods, services and other benefits (including but not limited to accommodation or transportation, whether or not utilised by the Cardmember) by or through the use of the Card or the Card numbers or the PIN or in any other manner by the Cardmember, including but not limited to mail, telephone or facsimile, e-mail, electronic message or through any other means of communication, order or reservation, authorised by the Cardmember or purported to have been authorised, regardless of whether a sales or Cash Advance or other voucher or form is signed by the Cardmember.

Cash Advance means amount of money in any currency availed or lent to the Cardmember by the Bank or any participating bank or financial institution or ATM whether in cash or issuance of manager's cheque of the amount of such

Cash Advance on the Instructions of the Cardmember under Cash Advance facility and/or in any other form of payment to the Cardmember.

Charges means the amounts payable by the Cardmember to the Bank under these Terms and Conditions, including but not limited to all Card Transactions, annual membership and Service Charges, 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 these Terms and Conditions.

HBL PhoneBanking means customer/banking services provided through the call centre(s) managed and operated by the Bank including but not limited to receive the Instructions and provide services related to the Card and other consumer banking services to the Cardmembers and consumers.

TPIN means Telephone Personal Identification Number issued to a Cardmember to enable the Cardmember or a Supplementary Cardmember or selected by a Cardmember or a Supplementary Cardmember to enable the Cardmember or the Supplementary Cardmember to issue Instructions to HBL PhoneBanking to conduct Transaction(s) through HBL PhoneBanking and/or avail other services/facilities.

Current Balance means the total debit balance outstanding on the Card Account and payable by the Cardmember to the Bank, or the total credit balance stated in the Card Account, as the case may be, according to the Bank's records on the date of issue of the Statement of Account including, all Charges and Liabilities.

Credit Limit means the maximum debit

balance permitted by the Bank in the Card Account for the applicable Card, if any and notified by the Bank to the Cardmember from time to time.

Expiry Date means the date of expiry specified by the Bank on the Card.

Liabilities means any or all amounts payable whatsoever by the Cardmember to the Bank pursuant hereto (other than Charges) including every type of exchange or other premium, fees, imports duties and levies of whatever kind and/or amounts such as minimum payment fees, delayed/late payment fees, equal monthly payments under Cash Advance and related fees/Charges, stamp duties, excise or other taxes on provision of advances or credit or finance or otherwise 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 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.

Merchant means any person/entity supplying goods and/or services and/or other benefits who accepts the Card or the Card numbers as a means of payment or reservation by the Cardmember for execution of the Card Transaction.

Minimum Payment Amount 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 Cardmember and the excess debit balance over the Credit Limit in the Card Account, if any. Minimum Payment

Amount does not include payment(s) under Habib Installment Plan or equal monthly installments under such payment(s) shall be reflected separately on the Statement of Account or as otherwise decided by the Bank from time to time.

Month means calendar month.

Payment Due Date means the date specified in a Statement of Account by which date payment of the Minimum Payment Amount or the Current Balance is to be made by the Cardmember to the Bank.

Rupee means Pakistani Rupee Currency under these Terms and Conditions.

Schedule of Charges means the document prescribing Service Charges, other Charges and other fee(s) 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 Cardmembers and the said schedule is also available at the Bank branches and website of the Bank. The Schedule of Charges shall form a part of these Terms and Conditions.

HBL Installment Plan (HIP) means the purchase of goods, services and/or Cash Advance by the Cardmember for which the Cardmember utilises the Credit Limit available and repays the Transaction amount in equal monthly installments according to the Credit Card Terms and Conditions and HIP Terms and Conditions as attached hereto.

Statement of Account means the Bank's monthly or other periodic Statement of Account sent to the Cardmember showing particulars of the Current Balance, the Minimum Payment Amount due on the Card Account and where applicable, equal monthly installment(s) under HIP payable to the Bank on Payment Due Date and brief particulars of Charges and other Liabilities, as the case may be.

Service Charges 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 amounts in relation to the Card Account. The Bank shall have the right to change the rate of the Service Charges by giving a notice to the Cardmember and any such change mentioned in the Schedule of Charges shall be considered as duly notified to the Cardmember.

Supplementary Card means the Supplementary HBL CreditCard and/or any other card issued by the Bank on the Application/Instruction of the Cardmember to the Supplementary Cardmember and shall include subsequently issued renewal or replacement Supplementary Cards, if any, unless the context otherwise requires.

Supplementary Cardmember means the person who is issued a Supplementary Card.

Validity Date means the validity date specified by the Bank on the Card.

US Dollar means currency of the United States of America.

In these Terms and Conditions unless the context otherwise requires:

- i. Words importing only the singular number shall include the plural number and vice versa.
- ii. Any reference to a Cardmember includes where the context permits any or all heirs, executors, administrators and successors-in-interest.
- iii. The headings to the clauses herein shall not be taken into consideration in the interpretation or construction of these Terms and Conditions.

2. COLLECTION OF THE CARD

- 2.1 The Cardmember's 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 as given herein. Upon the Bank's acceptance of the Cardmember's Application and subsequent issuance of the Card, under the Terms and Conditions hereunder, the aor sent by courier to the Cardmember'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 Cardmember's last known billing address, at the sole risk of the Cardmember.

- 2.2 On receipt of the Card, the Cardmember, shall immediately sign on the signature space on the Card; and the retention or use of the Card, shall be deemed as confirmation of the Cardmember's acceptance of these Terms and Conditions. However, the Cardmember may immediately terminate the Card by cutting it through the magnetic stripe/chip and returning it to the Bank in case he/she does not agree to any of the conditions given in this agreement.
- 2.3 For the purpose of commencing any Card Transaction, or in order to activate the use of the Card, the Bank may in its sole discretion require the Cardmember upon receiving the Card to communicate agreement to activation for the use of the Card by telephone or in such other manner as the Bank may specify.
- 2.4 The Cardmember agrees to ensure that each Supplementary Cardmember reads and understands the Terms and Conditions and Schedule of Charges and amendments thereto made from time to time as the Cardmember is liable for the use of the Supplementary Card by the Supplementary Cardmember and the Charges arising thereby on the Card Account.

3. RESTRICTIONS IN USE OF THE CARD

- 3.1 The Card is not transferable and no

person other than the Cardmember (or any duly authorised Supplementary Cardmember) is permitted (and the Cardmember shall not permit any other person) to use the Card for Charges and/or Card Transactions or identification or for any other purpose whatsoever. The Cardmember shall not use the Card before the Validity Date or after the Expiry Date.

- 3.2** The Cardmember shall be responsible for the safe custody of the Card and shall ensure the same in case of the Supplementary Card. Any loss, theft of the Card or handing over the Card to an unauthorised person in any manner shall be the exclusive responsibility of the Cardmember under these Terms and Conditions and the Cardmember shall be responsible to pay for all Charges incurring due to the afore mentioned circumstances except when the Cardmember/Supplementary Cardmember has duly notified the Bank immediately after loss, theft or handing over of the Card to an unauthorised person and consequently the Card Account is closed/blocked by the Bank.
- 3.3** The Cardmember shall be bound by these Terms and Conditions and shall be fully liable for all Charges and other Liabilities and any other costs and expenses and agrees that the Card may only be used by the Cardmember (or any duly authorised Supplementary Cardmember) for Card Transaction and to obtain and avail the facilities, benefits and services made available by the Bank, financial institution, participating bank or any Merchant from time to time and provided that 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 causes the Credit Limit to be exceeded then and without prejudice to the Bank's rights and remedies, the Cardmember shall be liable to make immediate payment of the excess over the Credit Limit.

3.4 Notwithstanding that Cardmember's Credit Limit has not been exhausted, the Bank in its absolute discretion shall have the right, at any time with prior notice and reason and without liability to the Cardmember, or the Supplementary Cardmember, to withdraw or restrict the Cardmember's or the Supplementary Cardmember's right to use the Card or the Card Account, to refuse to authorise any Card Transaction in breach of the Terms and Conditions mentioned hereunder by the Bank or increase or decrease the Credit Limit or modify or terminate any of the benefits or facilities made available to the Cardmember. Such action may be taken by the Bank in respect of all Cardmembers generally or only a specific Cardmember.

3.5 The Cardmember and Supplementary Cardmember shall respectively notify the Bank of any change or imminent change in any particulars stated in the Application or other information provided to the Bank and respectively agree to provide any other information, documents or particulars if requested by the Bank at any time and up to the occurrence or proposed occurrence of any of the following events (whichever is earlier), the Cardmember shall immediately notify the Bank of such occurrence or imminent occurrence of any event that may be relevant to the Terms and Conditions subject to which he or she becomes the Cardmember, including but not limited to:

a) His intention to permanently reside outside Pakistan.

b) Any change in the Cardmember's particulars or other information as stated in the Application or any other information or particulars notified to the Bank from time to time, including any change in the Cardmember's residential or office address or in his employment or his position with his employer, as the case may be.

3.6 a) Neither the Cardmember nor the

Supplementary Cardmember shall either use the Card or the Supplementary 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, crypto currency or virtual currency exchange, and the Bank in its sole discretion may decline such Transactions which shall without limitation include Transactions carried out through the internet/website or any other way.

b) In the event that the Cardmember or a Supplementary Cardmember either uses the Card or the Supplementary Card or allows any third party to use the Card or the Supplementary Card for any purpose or Transaction prohibited by law or otherwise as indicated in Clause 3.6 (a) above then the Cardmember, the Supplementary Cardmember or the third party, as the case may be, who used either the Card or the Supplementary Card for any purpose or Transaction prohibited by law or otherwise shall be exclusively responsible/liable under the law for using the Card or the Supplementary Card for any purpose/Transaction prohibited by law. The Bank shall have no liability/responsibility of whatsoever nature and howsoever arising on account of either the Card or the Supplementary Card being used for a purpose/Transaction prohibited by law or otherwise. In the event that the Bank incurs any loss, damage or expense as a result of either the Card or the Supplementary Card being used for any purpose or Transaction prohibited by law or otherwise then the Cardmember and/or the Supplementary Cardmember shall immediately reimburse the Bank for the full amount of the aforesaid loss, damage or expense. Furthermore the Bank may, forthwith without notice and without liability to the Cardmember, terminate membership of the Cardmember.

3.7 The Card shall at all times be and remain

the property of the Bank. The Cardmember agrees to be bound by all other Terms and Conditions governing Cash Advance and use of other facilities or benefits which may from time to time be made available in connection with the Card and any variations or amendments thereto which the Bank may decide from time to time at its discretion.

- 3.8** The Bank shall have the right to refuse to authorise any Card Transaction in breach of the Terms and Conditions mentioned hereunder by the Bank without assigning any reason thereof. For the purposes of Cardmember's security and fraud prevention, the Bank may limit the number of transactions and/or the amount spent on certain Merchant categories. Transaction requests in excess of these quotas may not be entertained initially until clearance is received from the Cardmember. Further, the Bank shall be entitled to stop providing services and facilities to the Cardmember in any city or country including the country(ies) against which the economic sanctions are/or may be imposed under laws and regulations of the Islamic Republic of Pakistan and/or by any other international body/organisation. It shall be the Cardmember's responsibility to inform the Bank prior to undertaking any foreign travel to check whether the Bank is providing services related with the Card in the particular country(ies) that he or she intends to visit.
- 3.9** The Cardmember/Supplementary Cardmember, as the case may be, declares that the aggregate amount of Credit Card and Personal Loan facilities availed by him or her from the Banks and other financial institutions in his/her own name shall at no time exceed Rs. 2,000,000 or such other amount as prescribed by the State Bank of Pakistan from time to time.
- 3.10** The Card shall be used for personal use only and shall not be used for speculative purposes such as real estate or capital markets.

- 3.11** The Credit Card can only be used for personal transactions and the Cardholder cannot make any third party transactions or business transactions on his/her personal Credit Card. Further, the Cardmember is not allowed to deposit any amounts in his/her Credit Card account which exceed his/her total credit limit.

4. THE CARD ACCOUNT

- 4.1** The Bank shall debit to the Card Account any Charges and Liabilities and any other costs or expenses incurred or payable by the Cardmember under these Terms and Conditions and the Cardmember shall be liable to pay to the Bank all such amounts regardless of the manner in which the Card Transaction is conducted or Instructions issued by the Cardmember/Supplementary Cardmember in relation thereto. The Cardmember shall be responsible to pay to the Bank all amounts incurred pursuant to Clause 3.2 above. In addition, the Bank shall be entitled to debit all losses or damages incurred or sustained by the Bank arising from or relating to the issue or use of the Card (or any indemnity herein or otherwise given) or a breach of these Terms and Conditions by the Cardmember.
- 4.2** The Bank shall convert the amount of all non-US Dollar Charges (excluding any Transactions in Rupee) incurred by the Cardmember or arising out of Card Transactions to US Dollars at the open market rate of exchange applied by the Bank on the date the Card Account is debited with that Card Transaction or Liability or such other date as in accordance with the applicable rules of the Bank or, in the absence thereof, in accordance with the usual business practice of the Bank and debit the Card Account with such converted amounts accordingly. The Cardmember shall pay to the Bank any fee(s) and charge(s) levied

by the Association(s) from time to time including but not limited to cross border Card Transaction(s). The Cardmember hereby waives any and all rights to dispute or question the open market rate of exchange so applied by the Bank.

- 4.3 The Bank shall convert the amount of all original and/or converted US Dollar Charges (i.e. non-US Dollar Charges converted into US Dollar Charges under Clause 4.2) arising out of or relating to Card Transaction and Charges of the Cardmember and Supplementary Cardmember into Rupees at the open market rate of exchange in accordance with the applicable rules of the Bank or, in the absence thereof, in accordance with the usual business practice of the Bank.
- 4.4 The Principal Cardmember is liable to pay all amounts debited to the Card Account by the Bank as more particularly specified in Clause 8 herein below.
- 4.5 The Cardmember hereby irrevocably authorises and empowers the Bank to open such local currency account(s) as the Bank may deem appropriate.
- 4.5.1 No cheque books will be issued in respect thereof and the Cardmember will not be entitled to withdrawals of any credit balance therein but any such credit balances (except to the extent of the initial account opening deposit referred to in Clause 4.5.1) will be applied to offset Cardmember's outstanding amounts including but not limited to the Charges and Liabilities during subsequent billing periods.
- 4.5.2 No profit or return of any type shall be paid, or accrued, upon any credit balances maintained in the Rupee and foreign currency account at any time.
- 4.5.3 The Bank may at any time in its discretion discharge its entire liability with respect to any such account mailing to the Cardmember, at the address on file, its

draft in the currency of the account(s) without recourse to the Bank as drawer and payable to the order of the 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.

- 4.5.4** All the Account(s) opened by the Cardmember shall be governed by these Terms and Conditions in addition to the Terms and Conditions applicable to the liability/branch banking accounts with the Bank.

5. PAYMENT

- 5.1** In case of debit balance in the Account, the Bank shall every Month send the Statement of Account to the Cardmember(s) at the Cardmember's last known billing address or such address as available on records of the Bank and the Cardmember(s) shall pay in the case of a debit balance at least the Minimum Payment Amount (in clear funds) and equal monthly installments under as stated therein not later than the Payment Due Date. If payment is made through cheque, in that case the cheque should be deposited at least three working days before the Payment Due Date for realisation of funds on the Payment Due Date.

- 5.2** 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 the Cardmember and the obligations of the Cardmember under these Terms and Conditions to the Bank shall not cease and all applicable Charges and Liabilities and other costs and expenses payable under these Terms and Conditions shall continue to accrue and for the purpose of calculation and establishment of the date on which payment is due, the Bank may select a date each Month as the Payment

Due Date. In case of non-receipt of the Statement of Account due to whatever reason, the Cardmember is advised to contact HBL PhoneBanking immediately.

- 5.3** If the Cardmember effects full payment of the Current Balance outstanding in the Card Account on or before the Payment Due Date subject to collection of the required Service Charges and other fees for Cash Advances payable under Clause 6.2 below, for the period covered by the relevant Statement of Account, the Bank will not charge Service Charges.
- 5.4** If the Cardmember pays the Minimum Payment Amount or any amount less than the Current Balance by the Payment Due Date, then for retail Transactions, which can be covered by the payment, Service Charges are charged from the Transaction date to the payment posting date. For retail Transactions that are not covered by the payment, Service Charges are charged from the Transaction date to the date the next Statement of Account is generated. The Cardmember agrees to pay Service Charges (as the Bank may specify from time to time through the Schedule of Bank Charges or through written notice to the Cardmember) on the outstanding amount due and payable to the Bank per Month.

Examples of Service Charges calculation: (Following examples are only for the purpose of understanding the mode of deduction of Service Charges and the Bank at its own discretion after due notice served upon the Cardmember may vary the Service Charges as per Bank's rules)

ASSUMPTIONS:

- Billing date is the 5th of every Month
- Payment Due Date is after 21 days i.e. 26th of every Month
- Minimum payment is Rs. 500/- or 5%, whichever is higher
- Service Charges considered for these examples are 3.29% per Month (for salaried customers)

Example 1	Date	Amount
Retail Transaction	November 1, 2019	Rs. 10,000/-
Payment	November 26, 2019	Rs. 10,000/-
Service Charges Billed on next statement date, i.e. December 05, 2019	Nil	

Example 2	Date	Amount
Retail Transaction	November 1, 2019	Rs. 10,000/-
Payment	November 26, 2019	Rs. 500/-
Service Charges Billed on next statement date, i.e. December 05, 2020	$\text{Rs. } 10,000/- \times (3.29\% / 30 \text{ days}) = \text{Rs. } 10.96 * 25 \text{ days} = \text{Rs. } 274.16/-$ $\text{Rs. } 9,500/- \times (3.29\% / 30 \text{ days}) = \text{Rs. } 10.41 * 10 \text{ days} = \text{Rs. } 104.18/-$ Rs. 378.35/-	

5.5 If the Cardmember fails to pay at least the Minimum Payment Amount and/or equal monthly installment against on or before the applicable Payment Due Date, in addition to outstanding amounts then due and payable, the Cardmember agrees to make payment of a delayed/late payment fee as the Bank may specify from time to time through the Schedule of Bank Charges or through written notice to the Cardmembers detailed in the Statement of Account for the applicable period.

5.6 If the Cardmember fails to pay the Minimum Payment Amount in any previous Statement of Account by the Payment Due Date stated therein then and without prejudice to the Bank's rights and remedies, the Cardmember shall pay to the Bank, in addition to paying the applicable Minimum Payment Amount for the current Statement of Account, all arrears in the Minimum Payment Amount payable for earlier periods and any and all delayed payment, Cash Advance or other fees relating thereto and all other applicable costs and expenses by the Payment Due Date specified in the current Statement of Account. In the event the Cardmember exceeds the Credit Limit without the Bank's prior written approval, the Cardmember will pay, on demand or within such period as the Bank may specify which shall in no circumstance exceed thirty (30) days unauthorised excess over the Credit Limit together with any costs and expenses in relation thereto.

5.7 All payments to be made by Cardmember shall be in Rupees. Accordingly, for

non-Rupee Charges payable by the Cardmember, the Cardmember hereby irrevocably authorises the Bank to effect debit to the local currency account of the Cardmember maintained with the Bank and to appropriate the proceeds therein and/or to take such further action as the Bank may deem appropriate or necessary to fund such account on behalf of the Cardmember by way of purchase of foreign currency from authorised money changers and/or equivalent currency exchange instruments as allowed by law and accordingly debit the relevant local currency account of the Cardmember opened pursuant to Clause 4.5 or otherwise (at the sole risk, cost and expense of the Cardmember) in order to retrieve all outstanding non-Rupee Charges and Liabilities and all costs and expenses incurred in connection therewith (The exchange rate used to execute foreign exchange Transactions will be the open market exchange rate in effect on the Transaction settlement date.) In the event that the Government of Pakistan denies permission of continued convertibility of Rupee currency through the services of authorised money changers at any time, the Cardmember agrees to make payment to the Bank in Rupees of all non-Rupee Charges converted at the open market rate of exchange at that time.

- 5.8** In addition to the amount payable by the Cardmember, the Bank shall charge the Cardmember and debit to the Card Account a dishonoured payment/return cheque fee, if any cheque or other payment order/Instruction issued by the Cardmember or Supplementary Cardmember or any other party to the Bank is not honoured for any reason whatsoever in relation to payments for current or other Statements of Account. The following without limitation shall be deemed dishonoured payment (i) the Bank receives a cheque(s), draft(s) or other payment instrument from the Cardmember/Supplementary Cardmember

or any third party which is not honoured in full, or (ii) the Cardmember, Supplementary Cardmember or any third party makes payment to the Bank direct debit option and the debit to the relevant account with the Bank or with other financial institution/bank is not honoured in full due to insufficient funds in the said account. However, payment of fee for amount for dishonoured payment/return cheque shall not discharge him/her from the liability under the law for dishonour of the cheque issued by him/her.

5.9 All payments received by the Bank from the Cardmember or Supplementary Cardmember may be applied in and towards payments of unpaid fees, Cash Advances, Charges, Liabilities, HIP and other costs and expenses in previous or current Statements of Account in the following order of priority or otherwise as the Bank may deem fit;

a) all outstanding Service Charges and other fees shown on any previous Statement of Account. Clause 5.13.1 below contains a list of Service Charges and other fees which may be payable by the Cardmember;

b) all outstanding amounts of the Card Transactions shown on any previous Statement of Account;

c) all outstanding amounts of the Card Transactions shown on the current Statement of Account; and

d) all outstanding amounts of the Card Transactions not yet shown on the current Statement of Account.

All payments and credits shall, unless otherwise decided by the Bank, be applied by the Bank first to the outstanding amount that has been billed to the Card Account for the longest period of time.

5.10 The Bank's rights against the Cardmember shall not be determined, affected, or

prejudiced by, 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 Cardmember and/or Supplementary Cardmember, and the Cardmember and/or Supplementary Cardmember shall immediately return to the Bank all Cards cut into half and it will be the responsibility of the Principal Cardmember to make full payment as required by the Bank.

- 5.11** At the Bank's discretion, the Bank shall be entitled to demand return of the Card and or immediate payment of all accounts outstanding under the Card Account at any time with prior reason and notice and without liability to the Cardmember and notwithstanding that the Cardmember may not be in default of these terms and without incurring any liability whatsoever.
- 5.12** The Bank shall only credit the Card Account with a refund in respect of a Card Transaction or any payment made to the Card Account or any other credit due to the Cardmember in accordance with its usual practice if and when the Bank receives such refund payment or the amount of credit in Pakistan. Any refund, payment or credit to the Card Account shall not be remitted to the Cardmember unless otherwise decided by the Bank but shall be applied towards the reduction of the Cardmember's Charges or other Liabilities incurred or debited to the Card Account.
- 5.13.1** Including but with limitation, the following Charges may be levied on Cardmembers from time to time as per rates notified either through the Schedule of Charges which is available at all HBL branches or by the Bank giving the Cardmember due written notice of the same:

Joining fee
Annual fee
Supplementary card annual fee
Service charges (Retail and Cash Advance)

Cash advance issuance fee
 Late payment fee
 Returned cheque charges
 Credit shelter insurance charge
 Voucher retrieval fee
 Cash payment fee
 Statement of Card Account on special request for period earlier than 6 Months
 Cheque/Cash pickup fee
 Direct debit rejection fee
 Card replacement fee
 Utility bills payment
 Foreign transaction charges
 Account maintenance fee
 Arbitration charges for disputed transactions
 HBL Installment Plan (HIP) service charges
 HBL Installment Plan (HIP) processing charges
 Early payment charges for installment plan Fee(s)/Charge(s) levied by the Association(s)

5.13.2 The Bank may from time to time as it deems fit in its absolute discretion, impose additional fees, charges etc., upon giving the Cardmember due written notice 30 days prior to implementation of the change.

5.14 In order to avoid non-payment penalties or late payment Charges, the Cardmember is advised to read carefully the Payment Due Date printed on the Statement of Account as the Cardmember's payment pattern may result in change in the Payment Due Date. In every Month with equal number of credit days two different Payment Due Dates may be applicable to the following events (i) payment of the total outstanding amount as stated in the Statement of Account or (ii) payment of minimum or partial amount and carry forward the unpaid amount to the next Month(s). The Payment Due Date changes in case the Cardmember changes his/her payment pattern from (i) to (ii) above or vice versa. Therefore, depending on the payment pattern followed by Cardmember the Payment Due Date may change in the next Month.

- 5.15** The Bank will ensure that Payment Due Dates do not fall on Sundays or other public holidays, subject to sighting of the moon and all such accrual of benefit arising from this will be passed on the Cardmember.

6. CASH ADVANCE

- 6.1** If the Bank so approves, the Cardmember may use the Card to obtain Cash Advance up to the limit decided by the Bank from time to time, at the counters of the Bank, other participating bank counters, financial institutions or ATMs, which accept the Card.
- 6.2** The Bank shall charge Cash Advance Service Charges (as the Bank may specify from time to time through the Schedule of Charges or through written notice to the Cardmember) on each Cash Advance from the date of each Cash Advance until the date of full payment. In addition, the Cardmember shall also be liable to pay Cash Advance fee, as the case may be, on the amount of each Cash Advance obtained from the Bank or other participating banks or financial institutions or ATMs, which accept the Card.
- 6.3** An early settlement of the outstanding amount against Cash Advance shall be subject to payment of Habib Installment Plan Prepayment Charges as stated from time to time in the Schedule of Charges. In case of early settlement of outstanding amount payable against Cash Advance, the Cardmember shall have to prepay the total outstanding amount payable through the remaining installments.
- 6.4** Subject to Cardmember's Application/Instructions, the Bank may arrange for provision of credit insurance to cover the outstanding liability of the Cardmember against Cash Advance as per the Application/Instruction submitted by the Cardmember to the Bank.
- 6.5** Cardmember agrees and undertakes that

funds/cash availed through Cash Advance or otherwise shall not be used for subscription of shares of the company(ies) offered in the Initial Public Offering (IPO) and/or for other purposes as prohibited under applicable laws and regulations. Compliance with applicable laws and regulations shall be responsibility of the Cardmember.

6A. EVIDENCE OF CONTRACT

The Cardmember hereby agrees and acknowledges that books, accounts, audio tapes containing Application/Instruction(s) through HBL PhoneBanking, e-mails, microfilms, telex, facsimile, manager's cheque/instruments issued in the name of the Cardmember and Statement of Account and other records of the Bank shall be considered to be valid, binding, final and exclusive evidence for the contractual relationship between the Bank and Cardmember and Cardmember's Liabilities/obligations in relation to the Transactions/Charges under these Terms and Conditions unless proven with a stronger counter evidence.

7. SECURITY FOR CARDMEMBER'S OBLIGATIONS

- 7.1** The Cardmember hereby assumes full responsibility liability as principal debtor and 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 Cardmember hereby agrees that the Bank may, in its sole discretion, compound with and otherwise vary or release the obligations of the Supplementary Cardmember to the Bank without releasing, discharging and diminishing the liability of the Cardmember to the Bank as guarantor for the Charges and Liabilities of the Supplementary Cardmember and, further until the Cardmember has fully

discharged his or her liability to the Bank there under the Cardmember shall 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 Cardmember in respect of Charges and/or Liabilities of the Supplementary Cardmember.

- 7.2** The Cardmember hereby agrees that in the case of unpaid dues, Bank representatives may, subject to applicable law and regulation, call or visit Cardmembers for recovery purposes.

8. SUPPLEMENTARY CARD

- 8.1** On Application/Instruction of the Cardmember the Bank may issue a Supplementary Card to any person as nominated by the Cardmember and approved by the Bank. All Supplementary Cards including renewal and replacement Cards will be sent in accordance with Clause 2.1 to the Cardmember's last known billing address at the sole risk of the Cardmember. If a Card is issued to a Supplementary Cardmember, the Cardmember and the Supplementary Cardmember are jointly and severally bound by these Terms and Conditions and the Principal Cardmember is liable to the Bank for any breach in these Terms and Conditions and for all Charges and Liabilities and other costs and expenses incurred or payable by the Cardmember and/or the Supplementary Cardmember. The Credit Limit assigned to the Cardmember is inclusive of the Credit Limit of the Supplementary Cardmember and the Cardmember and the Supplementary Cardmember shall not permit the total of the Charges incurred under or through their respective Card to exceed such Credit Limit.

- 8.2** The undertakings, Liabilities and obligations of the 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 Cardmember and the Supplementary Cardmember may have against each other. As provided in Clause 7.1 the Cardmember shall be independently liable to pay the Bank for all Charges and Liabilities incurred by the Supplementary Cardmember (notwithstanding any legal disability or incapacity of the Supplementary Cardmember which would otherwise preclude such liability). The 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 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 Cardmember or the Supplementary Cardmember to the Bank shall be used towards reduction of the debit balances in the Card Account in accordance with Clause 5 but the Principal Cardmember shall continue to remain liable for any outstanding amount(s) in the Card Account.

9. PIN

The Bank may issue a PIN to the Cardmember for the use at any Bank counter or ATM or HBL PhoneBanking which will accept the Card. The Cardmember agrees that:

- a)** The TPIN/ATM PIN be communicated through HBL PhoneBanking to the Cardmember at his own risk;
- b)** The Cardmember shall not disclose the PINs to any person and shall take precaution to prevent discovery of the PIN by any person, and;
- c)** Subject to Clause 10.2 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 and/or authorisation of the Cardmember.

10. LOSS OF CARD/DISCLOSURE OF PIN

- 10.1** The Cardmember/Supplementary Cardmember shall not in any circumstances hand over the Card to a third person. If the Card is lost or stolen or the TPIN/ATM PIN is disclosed to any third party in whatsoever manner, or the Card is handed over by the Cardmember to a third person, the Cardmember shall immediately notify the said loss, theft or disclosure with all/material particulars including Card numbers and/or PINs to the Bank and shall require the Bank to close/block such Card Account. The Cardmember shall be responsible for all consequences if the Cardmember delays and/or fails to comply with provisions of this clause. All Charges, Liabilities and losses shall be responsibility of the Cardmember/Supplementary Cardmember should they fail to comply with the provisions of this clause. Further, all Charges, Liabilities and losses incurred prior to loss/theft of the Card and/or TPIN/ATM PIN shall be responsibility of the Cardmember/Supplementary Cardmember.
- 10.2** The Cardmember agrees that the Bank has the right to recover all unauthorised Charges and/or Cash Advances, provided, however, that the Cardmember is not liable for any unauthorised Card Transaction made subsequent to reporting such loss, theft or disclosure of TPIN/ATM PIN if there is due notification by the Cardmember of such loss, theft or disclosure to the Bank as specified herein above, on condition that such loss, theft or disclosure is not due to the negligence or default of the Cardmember and/or the Supplementary Cardmember and the terms of Clause 10.1 and 10.3 have been complied with by the Cardmember to the satisfaction of the Bank.
- 10.3** Any lost or stolen Card subsequently recovered by the Cardmember shall

immediately be returned to the Bank cut in half without any further use. The Cardmember shall not use the TPIN/ATM PIN after reporting to the Bank of the disclosure of the same to any third party.

- 10.4** The Bank may, in its absolute discretion, decline to issue a replacement Card if the Card is stolen or (ii) issue a replacement Card for any lost or stolen Card or a new PIN on these Terms and Conditions or (iii) issue a replacement Card for any stolen Card or such additional Terms and Conditions as the Bank may deem fit.

11. TERMINATION

- 11.1** The Cardmember may at any time inform the Bank of their intention to close the Card Account and to terminate the use of all Cards by calling HBL PhoneBanking or giving a 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 due and outstanding Charges and Liabilities and all other costs and expenses in relation to the Card Account.
- 11.2** The Cardmember and/or the Supplementary Cardmember may at any time terminate the use of any Supplementary Card issued to such Supplementary Cardmember by giving notice through HBL PhoneBanking or in writing and returning the relevant Supplementary Card cut into half to the Bank. In such event, the 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, except that the Supplementary Cardmember whose use of the Card has been terminated shall not be liable for all Charges and Liabilities incurred by the Cardmember and other Supplementary Cardmembers, if any, and/or after the

Bank's receipt of the Supplementary Card duly cut into half.

- 11.3** The Bank may, at any time, recall or cancel all or any Card(s) by providing prior notice to the Cardmember and the Supplementary Cardmember. The Cardmember and the Supplementary Cardmembers shall immediately, after such recall and cancellation, return such Card(s) cut into half to the Bank and make full payment of all Charges and Liabilities and all other costs and expenses in relation thereto the Bank.
- 11.4** If the use of all or any Card(s) is terminated under Clause 11.1 or Clause 11.3, all Charges and Liabilities of the Cardmember and or Supplementary Cardmember whether actual and contingent shall become immediately due and payable to the Bank. The Cardmember and the Supplementary Cardmember shall be fully liable to the Bank for all Charges and Liabilities until the Bank is in receipt of all Cards cut into half and full payment from the 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 and any part thereof to the Cardmember in the event of termination of use of the Card(s) and the relevant Card Account(s).
- 11.5** The Cardmember shall terminate the Card and Card Account according to the provisions of this Clause 11 in case he/she does not agree to any of the Terms and Conditions subject to the condition that all amounts accrued, due and payable till the time of such termination shall be paid to the Bank by the Cardmember before such termination. However, continuation of use of the Card in any manner shall be deemed that the Cardmember agrees and accepts these Terms and Conditions and shall remain responsible for fulfilling his/her obligations hereunder.

- 11.6** 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 in that event the unredeemed accumulated reward points shall also be terminated.

12. EXEMPTION, EXCLUSION

- 12.1** The Bank is not liable for any loss or damage howsoever incurred or suffered or sustained by the Cardmember or the Supplementary Cardmember by reason of a bank or any Merchant or participating bank or financial institution or ATM or other party refusing to allow a Card Transaction or accept the Card or the Card numbers or the PIN or to extend or provide Cash Advance up to the Credit Limit or at all.
- 12.2** The Bank is not liable in any manner for the quality, quantity, sufficiency, acceptability of goods and/or services reserved or purchased by the use of the Card or for any breach or non-performance of any Card Transaction by a Merchant. In the event of any dispute between the Cardmember and the Bank or any Merchant or any other person, the Cardmember's liability to the Bank shall not in any way be affected or reduced or suspended by such dispute or counter claim or right of set-off which the Cardmember may have against such Merchant, participating bank, financial institution or other person.
- 12.3** The Bank is not liable in any way to the Cardmember for any loss or damage of whatever nature or arising from any disruption due to any failure or defect in any ATM or other machine or communication system or 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.
- 12.4** The 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, with due notice of 30 days prior to change, governing the use of credit cards for the time being in force in Pakistan and further hereby indemnify the Bank from any fines, losses and/or damages incurred, suffered or sustained by the Bank in the event of contravention of such laws, regulations, rules, circulars and/or directives by the Cardmember at any time.

13. VARIATION OF TERMS

- 13.1** The Bank may from time to time and at any time change, add or delete any of these Terms and Conditions, including without limitation to the generality of the foregoing, the terms relating to payment, percentage rates; Charges and fees, and accordingly notify the Cardmembers by inclusion in the Statement of Account or through a letter intimating such amendment in the Terms and Conditions/Schedule of Charges as the case may be and/or displaying such amendment on the website of the Bank. Such changes, additions or deletions shall be effective from any date as specified by the Bank and/or, if contained in the Statement of Account, from the date of the Statement of Account unless otherwise notified.
- 13.2** Retention by the Cardmember of the Card after the Cardmember's receipt of any changes, additions or deletions in these Terms and Conditions pursuant to Clause 13.1 Shall constitute notice of the Cardmember's acceptance of such amended Terms and Conditions without reservation. In the event of Cardmember's non-acceptance of such Terms and Conditions as amended, the Cardmember must immediately terminate and stop the use of the Card in accordance with Clauses 11.1 and 11.4.

14. DISCLOSURE

The Cardmember hereby irrevocably and unconditionally authorises the Bank to disclose any information relating to the Card Account, the use of the Card, the particulars and the financial affairs of the Cardmember to any third party as the Bank deems fit in its absolute discretion including without prejudice to the generality of the foregoing to any Merchant, participating bank, financial institution, credit information bureau(s) or any of the Bank's branches worldwide and related or affiliated concerns or any member of the International VISA/MasterCard as the case may be or to any person or concern or authority as the Bank may, in its sole discretion, deem appropriate.

15. NOTICES

- 15.1** All Cards, PINs, Notices, Statements of Account demands or any other communication under these Terms and Conditions (hereinafter collectively called "Communications") may be delivered personally and/or by courier and/or be sent by ordinary post to the last known billing or other addresses of the Cardmembers and such Communications shall be deemed to have been served on the Cardmember on the day of the 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 Cardmember shall be deemed to be Communications sent also to the Supplementary Cardmember.
- 15.2** Notwithstanding the aforesaid, the Bank shall be entitled at its absolute discretion to rely and act on any notices, requests or Instructions which are or purport to be from or given on behalf of the Cardmember (whether or not they are genuine or given with the Cardmember's consent or authority) and which are given orally and/or otherwise communicated to the Bank other than as provided for aforesaid, and

action on the Bank's part pursuant to such notices, requests or Instructions shall be binding on all Cardmembers and the Bank shall not be liable for any loss or damage incurred or suffered or sustained by any Cardmember as a result of such action.

- 15.3** Any notice, request or Instruction to be given by the Cardmember to the Bank under these Terms and Conditions shall be given in writing and sent by registered post with acknowledgment due and shall take effect only one business day or such longer period as the Bank may require after the Bank's actual receipt of such notice.

16. INDEMNITY

- 16.1** The Cardmember undertakes and agrees to indemnify the Bank and hold it harmless against any loss, damage, liability, cost and expense, whether legal or otherwise, claim and action 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 or sustained by the Bank in the event of any government restrictions imposed or payment by the Cardmember in foreign currency by way of cash through foreign exchange bearer certificates or otherwise). All costs and expenses including legal costs and disbursements incurred by the Bank in enforcing or seeking to enforce or apply these Terms and Conditions or otherwise, shall be debited to the Card Account and shall be paid as Liabilities by the Cardmember on demand.
- Notwithstanding anything to the contrary stated herein, the Cardmember shall not be obligated to indemnify the Bank if any penalty is imposed on the Bank by the State Bank of Pakistan solely due to the negligence or willful misconduct of the Bank.

- 16.2** The Bank shall provide the Cardmember with all the facilities, which are or may from time to time become part of the

Bank's HBL PhoneBanking in respect of all Accounts which may hereafter be opened, with the Bank, in which the Cardmember may have single signatory authorisation.

- 16.3** In consideration of the Bank agreeing to act on the Cardmember's Instructions, the Cardmember on behalf of himself/herself (including his/her heirs and successors-in-title and assigns), hereby agrees and undertakes to indemnify the Bank and hold the Bank harmless against losses, costs, damages, claims, actions, proceedings, demands and expenses that may be suffered incurred or sustained by the Bank as a result thereof.
- 16.4** The Cardmember hereby confirms that any oral Instructions given by him/her in respect of HBL PhoneBanking may be tape-recorded and monitored by the Bank, and that the same may be produced as evidence in a court of law in the event of any disputes between the Bank and the Cardmember.
- 16.5** The Cardmember further undertakes not to deny the genuineness of any such oral Instructions, and agrees that the Bank may suspend any action or ignore any such Instructions, if the Bank in its absolute discretion deems fit.
- 16.6** The Cardmember agrees that the Bank may debit any of the Cardmember's and/or Supplementary Cardmember(s) account(s) with the Bank for all costs, Charges or other amounts, which may be incurred as a consequence of, the provision by the Bank to the Cardmember of any HBL PhoneBanking facilities.
- 16.7** The Cardmember further understands and accepts that compliance by the Bank with the aforesaid oral Instructions shall be subject to the internal policies of the Bank, which may be altered from time to time.
- 16.8** Further, the Cardmember hereby confirms that all account(s) opened by the Cardmember and/or the Supplementary

Cardmember(s) by using HBL PhoneBanking facility shall be governed by the Terms and Conditions governing the Cardmember's existing account(s) with the Bank.

17. RIGHT OF SET-OFF

If the Cardmember fails to pay the outstanding amounts of Liabilities, Charges and any other amount against the Card Account within the time as specified in the notice given by the Bank to pay such amounts, in that event the Bank may at any time and without further notice or liability in any manner to the Cardmember combine or consolidate anyone or all accounts/deposits of the Cardmember with the Bank or any branch, affiliate or subsidiary (whether current or saving deposit or of any other nature and in whatever currency and whether in Pakistan or elsewhere in the world) and/or exercise its rights in relation to any other security/collateral given by the Cardmember to the Bank under any other arrangement/financing facility(ies) provided to the Cardmember and set-off or apply or adjust any money standing to credit of anyone or more of such account in/or towards satisfaction of all Charges and other Liabilities owing to the Bank under these Terms and Conditions or vice versa. 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 banking practice in such connection and all exchange risks, losses, premium, commission and other Bank Charges shall be borne by the Cardmember.

18. 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 Cardmember provided that such waiver is given in writing by the Bank, save as aforesaid, no condoning or excusing of and no neglect or forbearance on the part of the Bank of the default or the breach of these Terms and Conditions shall operate as the 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 if given in writing 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.

19. FULL FORCE AND EFFECT

These Terms and Conditions shall remain in full force and effect notwithstanding the termination or restriction in the use of the Card or the Card Account until the Bank's receipt of all Cards cut into half and full payment of the Cardmember's and Supplementary Cardmember's Charges and Liabilities payable to the Bank under these Terms and Conditions.

20. SEVERANCE

Each of these Terms and Conditions shall be severable and distinct from one another and if at any time anyone 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.

21. TAXES AND OTHER GOVERNMENT LEVIES/DUTIES

The Cardmember and the Supplementary Cardmember hereby agree to reimburse the Bank for payment of any stamp duties and/or excise or other similar taxes or levies or imports or excesses payable in connection with any advances, finances or credit provided by the Bank to the Cardmember.

22. ASSIGNMENT: TRANSFER OF INTEREST

The Cardmember and Supplementary Cardmember hereby agree that the Bank may without any notice to the Cardmember, in its sole discretion, assign, discount or otherwise transfer part or all of its rights, obligations and interests herein (and/or in any goods hypothecated by the Cardmember pursuant hereto) to any third party for such consideration or otherwise, as the Bank deems appropriate. The Cardmember is not entitled to assign his/her obligations and/or rights hereunder without prior written permission of the Bank.

23. GOVERNING LAW & JURISDICTION

These Terms and Conditions are governed by and shall be construed in accordance with the substantive and procedural laws of Pakistan and the Cardmember hereby submits to the court of competent jurisdiction. However, the Bank may pursue legal recourse/remedies in the courts outside Pakistan if deemed appropriate by the Bank for recovery of outstanding Charges, Liabilities and other amounts payable by the Cardmember/ Supplementary Cardmember.

24. PRODUCT LIABILITY

The Bank shall not be liable in any manner for any damage or loss incurred by the Cardmember and/or any other person arising due to purchase, installation, use of the good(s) and or service(s) acquired through use of the Card nor shall the Bank be responsible in any way for the quality of the good(s) and/or service(s) purchased by use of the Card. Any complaint(s)/claims as to the quality of goods purchased or services availed by the Cardmember through use of the Card shall be referred by the Cardmember to the vendor or Merchant and shall not affect Cardmember's obligations hereunder and the Cardmember shall continue paying all Charges, Liabilities and due amounts to the Bank.

25. MISCELLANEOUS

- 25.1** The Terms and Conditions prescribed by the Bank from time to time and notified to the Cardmembers in relation to promotional offers, gifts, incentives and discounts given by the Bank to the Cardmembers shall be deemed part and addition to these Terms and Conditions.
- 25.2** The Bank offers promotional offers, gifts, incentives and discounts that are discretionary and in this regard the Cardmember(s) is not entitled to claim the same as a matter of his/her right.
- 25.3** These Terms and Conditions and/or any written amendments made thereto in the future is the entire agreement between the Cardmember and the Bank and this overrides/supersedes previous agreements and understanding between the Bank and Cardmember.
- 25.4** Active Cardmembers will be informed of any changes in the Bank Schedule of Charges or of the withdrawal of any incentive being offered at least 30 days prior to the changes and/or withdrawal unless previously communicated at the time of agreement/offer.
- 25.5** In the case of disputed Transactions, Cardmembers will be facilitated with temporary credit during the subsequent investigation period.
- 25.6** In case of any complaints, the Cardmember may call HBL PhoneBanking at 111-111-425 or write to:

Customer Services Department,
9th Floor, HBL Plaza,
I.I. Chundrigar Road, Karachi.

The Bank shall ensure that complaints are responded to by mail or voice within 10 business days, nevertheless we assure You that Your complaint will be resolved, no later than 45 business days.

25.7 The Bank may issue a new card or cards automatically, unless instructed otherwise, and the Bank also reserves the right not to reissue a card or renew the Card in its sole discretion. The Cardmember shall continue to remain bound by these Terms and Conditions and any amendments thereto.

25.8 In case of disputed transactions, the Cardmember should send us a written request contesting the disputed transaction within 14 days of the statement date on which the disputed transaction appears (addressed) to:

Customer Services Department
9th Floor, Habib Bank Plaza,
I.I. Chundrigar Road, Karachi.

25.9 If such a request is not sent within fourteen (14) days from the statement date on which it appears, the transaction would be deemed to be authentic and the Cardmember would be bound to make the payment for the entire amount.

25.10 When You write to us, please provide the following information for each disputed transaction (i) transaction date (ii) transaction description (Merchant name) (iii) transaction amount in foreign currency (if international) (iv) Pakistani Rupee amount. No disputed transaction will be entertained if all related supporting documents are not provided and if it is not received within (14) days from the statement date on which the transaction appears.

25.11 In case the investigation carried out by the Bank in response of the disputed transaction request by the Cardmember, turned out to be against the Cardmember (i.e. fault at the Cardmember's part) the Bank shall pass all the charges imposed by the Merchant/acquirer (for document retrieval etc.) to the Cardmember.

25.12 The Cardmember/Supplementary Cardmember understands that they can

use their HBL CreditCard for carrying out transactions at POS terminals, e-commerce merchants, HBL Internet Banking Service and/or on any other Alternate Delivery Channels (ADCs) in Pakistan as well as outside of Pakistan. The Cardmember /Supplementary Cardmember can also use their HBL CreditCard at Automated Teller Machines (ATMs) of any bank whether in Pakistan or outside Pakistan, which carry the payment network logo.

- 25.13** After receipt of the information/ documents specified in Clause 25.10 above (and any other information/ documents requested by the Bank) and completion of investigation by the Bank, chargeback claims (if any), on behalf of the Cardmember shall be raised by the Bank with Associations in accordance with the rules and procedures of the Bank and the relevant Association. The Bank shall not be liable for and cannot guarantee the outcome of any chargeback claims.

26. HBL CREDITCARD REWARDS TERMS AND CONDITIONS

- 26.1** HBL CreditCard Rewards Program ("HRP") is an incentive and promotional offer available only to the primary/basic HBL CreditCard member (and specifically excludes the Supplementary Cardmember) ("Cardmember"). For the purposes of the rewards Terms and Conditions the phrase "Cardmember" shall have the meaning as defined above in this clause and "Card" shall mean any credit card (primary/basic) issued by HBL.
- 26.2** During the continuation of HRP, the Cardmember will be awarded one (1) reward point on each spend of Rupees Twenty Five (Rs. 25 or equivalent foreign currency) and the Card Account is charged for the said amount only for purchase of goods and/or services. HBL reserves the right to change, at any time, the amount requisite to earn one (1) reward point.

26.3 Transactions/Charges which are eligible for reward points are retail transactions through the card like purchase of airline tickets, restaurant charges, hotel charges, car rental, service station, mail order and other similar retail charges. Transactions/Charges which are not eligible for reward points include, but are not limited to, annual/joining card membership fees, service charges, late payment charges, GST, cash advances, Charges for cash advance, charges for cash payments, disputed transactions, government charges, foreign currency, utility bill payments, traveller's cheques or any other kind of charges and penalties and retail transaction made prior to the HRP launch. HBL may add to, or remove from, the above list of eligible charges and transactions from time to time at its discretion. HBL's decision as to what constitutes an eligible charge shall be final and conclusive.

26.4 Reward points available for redemption will be shown in the Statement of Account issued to the Cardmember, and the Cardmember may redeem the available reward points against the gifts offered by HBL. HBL shall issue catalogue, from time to time, containing information on the gifts/rewards which the Cardmember may acquire by redeeming the reward points available in the Card Account. Each gift or reward has reward points value and the Cardmember will redeem the same number of reward points according to the value of the reward/gift to obtain such reward(s)/gift(s). HBL shall have the right to change, from time to time, the values of reward(s)/gift(s) and notify such changes in the gift catalogue which is also available on HBL website.

26.5 Subject to approval of HBL the Cardmember may redeem accumulated reward points as shown in the latest Statement of Account issued by HBL to the Cardmember. Details of redemption Transactions in each Month will appear in the next Statement of Account issued to the Cardmember.

- 26.6** Reward points accumulated under the Account are only redeemable by the Cardmember if the Account is open (i.e. not cancelled or terminated by either the Cardmember or HBL), is not fraudulently operated, and is current (i.e. there are no past due outstanding balances on the Account).
- 26.7** Points are not transferable to any other person and are not exchangeable for cash or any other thing of whatsoever nature whether tangible or intangible. However, the Cardmember may combine points earned on his/her Card.
- 26.8** Points earned by a Supplementary Cardmember will be credited to the account of the basic Cardmember and may be redeemed only by the basic Cardmember.
- 26.9** Rewards points accumulated under the Account will be cancelled/forfeited in the following events:
- (i) the Account is closed either by the Cardmember and/or by HBL for whatever reason(s);
 - (ii) the Cardmember has failed to pay the Liabilities as demanded by HBL;
 - (iii) the Account is expired or has ceased to be effective; and
 - (iv) the Cardmember has failed to comply with the credit card Terms and Conditions;
 - (v) Accumulated reward points are not redeemed within the period as prescribed by HBL from time to time.
- 26.10** Redemption order for any gift item ("Gift") shall be subject to HBL's credit approval and availability of the Gift and supplier's restrictions. HBL may without notice withdraw or substitute any Gift for another Gift of comparable value and nature.

- 26.11** Subject to approval of HBL, the Cardmember may nominate any person to receive the Gift(s) on Cardmember's behalf. Such nomination shall not change once Gift(s) are issued to the nominee and the nomination shall not be altered or revoked.
- 26.12** The Cardmember agrees and understands that HBL does not act as supplier of the Gifts. Its role is only to place an order with the suppliers/vendors for supply of the Gift(s) to the Cardmember. HBL shall not be responsible in any manner for quality, suitability and merchantability of the Gift(s) supplied to the Cardmember.
- 26.13** In addition to Clause 11, HBL shall not be responsible for any damage or loss to the Cardmember and/or any other person arising due to purchase, supply, installation, use or otherwise of the Gift(s).
- 26.14** HBL has taken and will take all reasonable care to ensure that what appears in the rewards catalogue is accurate, but does not accept any liability for any inaccuracy contained therein. All descriptions of rewards in the rewards catalogue are based on information provided by suppliers and HBL does not accept any liability as to the accuracy of such descriptions.
- 26.15** HBL is entitled at any time with prior notice without any liability to the Cardmember in any manner whatsoever to terminate HBL rewards or cancel or vary its benefits or features, or vary, or add to or delete any of these Terms and Conditions, or withdraw or change the participants of HBL rewards, or modify or limit the value of rewards points and/or the manner of their redemption even though any of such acts may diminish the value of the reward points already accumulated.
- 26.16** Gifts are not exchangeable, refundable, or redeemable for cash or credit under any circumstances, are not replaceable in the

event of loss or destruction after being issued and are subject to such Terms and Conditions as may be prescribed by the manufacturer(s)/supplier(s) of the Gift(s).

- 26.17** The Cardmember is advised to inform in writing to HBL in case a defective/damaged Gift is delivered within two (2) days of its receipt giving full details including the name of the carrier. HBL will not be responsible for damaged/defective Gift if the Cardmember fails to notify HBL within the time period as stated above. It is advisable not to sign for an opened package and return the package to the supplier marked as "unexamined".
- 26.18** HBL shall not be liable if it is unable to perform its obligations under these Terms and Conditions, due directly or indirectly to the failure of any machinery or communication system, industrial dispute, war, Act of God, or anything outside the control of HBL, nor shall HBL be responsible for any delay in the transmission to HBL of evidence of reward transactions by the participating merchants or any other third party.
- 26.19** The Cardmember may redeem their reward points within three (3) months from the card cancellation date. In case the account is terminated in violation of the terms and conditions of HBL Credit Cards, this term will not be applicable.
- 26.20** Transactions converted to HBL Installment Plan (HIP) will be eligible for reward points, however, these points will become redeemable against the amount paid with the repayment of each installment.
- 26.21** Reward points will be awarded for all transactions net of reversals. For example, if a transaction against which reward points are rewarded is reversed in the future, the reward points will be reversed as well.

- 26.22** No request will be entertained for not receiving the reward/Gift item after two (2) months from the date when the reward redemption request was given.
- 26.23** Processing and delivery of rewards/Gifts to the Cardmember would require up to four (4) weeks.
- 26.24** If any Gift item redeemed against the reward points is returned by the courier company/merchant and the Cardmember is out of country or unavailable for an indefinite period, his/her reward redemption request will be cancelled and reward points against the same will be added back to the Account.
- 26.25** The HBL Rewards Program is not applicable to HBL FuelSaver and HBL Qatar Airways Cobrand Cardmembers.

27. HBL FUELSAVER CARD CASHBACK

The following shall only be applicable to HBL FuelSaver Cards:

- 27.1** "Cashback" means reward on a credit entry, subject to certain limits (where applicable), executed by the Bank on the Card Account based on Eligible Transactions.
- 27.2** "Cashback Percentage" means the percentage of the eligible transaction amount that would be given as "Cashback" and is subject to change as per the discretion of the Bank. However, any such change would be informed to the Cardmember through communication at least 30 days before any such change.
- 27.3** "Eligible Transaction" means any retail transaction (not being cash withdrawal, cash advance, loan or any other category of transactions as may be decided from time to time by the Bank at its sole discretion) belonging to the "Cashback Categories" which has successfully been posted on the card account and not charged back.

- 27.4** The Cashback Categories and the respective Cashback percentages for the HBL FuelSaver Cards unless otherwise intimated are: Fuel - 5% Cashback with upper monthly cap of PKR 2,000 for HBL FuelSaver Gold Cards and Fuel - 3% Cashback with upper monthly cap of PKR 1,000 for HBL FuelSaver Green Cards.
- 27.5** Cashback Calculation: For Eligible Transaction(s), a cumulative credit entry (amounting to the % cashback offered on that card variant) will reflect against your Card Account in every billing cycle. For example, if total amount of eligible transaction(s) is PKR 1,000/- on your HBL FuelSaver Gold Card, you will get PKR 50 as cash back on your statement.
- 27.6** "Cashback Category" means a category of transactions promoted from time to time by and/or subject to sole discretion of the Bank. The "CashBack Categories" will be decided on the basis of merchant category code and merchant establishment code for the establishment where the purchase is made. The Bank reserves the sole right on whether a purchase meets the eligibility criteria as listed above.
- 27.7** The Bank will inform the Cardmember/Account Holder about additional Cashback Categories from time to time by indicating the same on the statement of the Card Account or via other modes of communication.
- 27.8** HBL FuelSaver Card Holders will not be eligible to earn reward points on transactions as this offer is only valid on HBL Cards other than HBL FuelSaver Card.
- 27.9** Returned purchases, disputed or unauthorised/fraudulent transactions, finance charges, card account fees and charged back transactions will not be given Cashback.
- 27.10** Cardmembers who, at the sole discretion of the Bank, are considered delinquent on

their card account will not be eligible for the Cashback offer. Further, in the event a Cardmember who, at the sole discretion of the Bank, is considered delinquent on his/her card account during the offer period, will have the credited Cashback amount reversed.

27.11 Eligible transactions conducted overseas will also be eligible for the Cashback offer.

27.12 Cashback savings are only available to HBL FuelSaver Cardmembers and are not available to other HBL CreditCard members which may include but are not limited to, HBL VISA/MasterCard Credit Cardmembers.

27.13 HBL shall not be liable if it is unable to perform its obligations under these Terms and Conditions, directly or indirectly, due to the failure of any machinery or communication system, industrial dispute, war, Act of God, or anything outside the control of HBL, nor shall HBL be responsible for any delay in the transmission to HBL of evidence of eligible Cashback transactions by the participating merchants or any other third party. The Terms and Conditions applicable in the case of other HBL CreditCards (except Reward point scheme) shall also be applicable in the case of HBL FuelSaver Cards.

28. HBL QATAR AIRWAYS COBRAND CREDIT CARD

28.1 Definitions

Capitalised terms, unless defined in this Clause 28, shall bear the same meaning as ascribed to them in Clause 1 above. In this Clause 28, unless the context otherwise requires:

Cobrand Charges means the amounts payable by Cobrand Credit Card Member to the Bank under these Cobrand Credit Card Terms and Conditions, including but not limited to all Transactions, annual membership and service charges, 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 Cobrand Credit Card or breach of these Cobrand Credit Card Terms and Conditions by the Cobrand Credit Card Member or the Bank's enforcement or attempted enforcement of its rights under these Cobrand Credit Card Terms and Conditions.

Cobrand Alliance means the arrangement between the Bank and Qatar Airways whereby, inter alia, the Bank will issue a Cobrand Credit Card which can be utilised to earn Qmiles.

Cobrand Credit Card has the meaning given to the term in Clause 28.2.3 below.

Cobrand Credit Card Terms and Conditions means the terms and conditions specified in this Clause 28.

Cobrand Credit Card Account means Cobrand Credit Card account opened by the Bank for the purpose of entering debits/ Cobrand Charges incurred by or for the account of, and credits received by or for and Qmiles received by or for the Cobrand Credit Card Member and Supplementary Card Member, under these Cobrand Credit Card Terms and Conditions.

HBL Credit Card Terms and Conditions means the terms and conditions specified in Clause 1 to Clause 29.

Cobrand Credit Card Member means a person to whom a Cobrand Credit Card is issued by the Bank and shall also include a person to whom a HBL Qatar Airways Cobrand Supplementary Card is issued.

Qatar Airways means Qatar Airways Q.C.S.C.

Qatar Airways Privilege Club means the frequent flyer programme operated by Qatar Airways whereby a Qatar Airways

Privilege Club Member will be awarded Qmiles which may be used to acquire air travel and other benefits.

Qatar Airways Privilege Club Portal means the Qatar Airways Privilege Club portal accessible at qmiles.com by a Cobrand Credit Card Member using his/her login credentials

Qatar Airways Privilege Club Account means the Qatar Airways Privilege Club account maintained by a Cobrand Credit Card Member with Qatar Airways.

Qatar Airways Privilege Club Member means a person who is a member of Qatar Airways Privilege Club.

Qmiles means redeemable miles that may be awarded to Qatar Airways Privilege Club Members which may be redeemed for complimentary flights (with an applicable fee) and other offers as published from time to time and in accordance with terms and conditions of Qatar Airways Privilege Club. Qmiles may be awarded to Cobrand Credit Card Member by the Bank or earned by a Cobrand Credit Card Member through usage of Cobrand Credit Card, in accordance with these Cobrand Credit Card Terms and Conditions, under the Cobrand Alliance.

Membership means membership in Qatar Airways Privilege Club.

Schedule of Bank Charges means the document prescribing service charges, other Cobrand Charges and other fee(s) applicable to including but not limited to the Cobrand Credit Card, Transactions and/or Cobrand Credit Card Account, issued by the Bank from time to time to the Cobrand Credit Card Member and the said schedule is also available at the Bank branches and website of the Bank. The Schedule of Charges shall form an integral part of these HBL Cobrand Credit Card Terms and Conditions.

Transaction means the transactions carried out by the Cobrand Credit Card Member by using their Cobrand Credit Card but excluding any transactions of the following nature: balance transfers, pay orders, installment plans, any Transactions that the Bank determines are disputed, unauthorised, illegal and/or fraudulent and such other transaction as may be notified by the Bank from time to time. Transactions could either be (i) Local/Domestic transactions eligible in Pakistani Rupee and/or (ii) International transactions eligible in foreign currency.

28.2 HBL Qatar Airways Cobrand Credit Card

- 28.2.1 The Cobrand Credit Card Terms and Conditions shall apply to all Cobrand Credit Cards.
- 28.2.2 The Cobrand Credit Card Terms and Conditions will be read with and shall apply in conjunction with HBL Credit Card Terms and Conditions. In the event of any conflict or inconsistency between the terms and conditions stated in the Cobrand Credit Card Terms and Conditions and HBL Credit Card Terms and Conditions, the Bank's decision regarding the same shall be final and binding.
- 28.2.3 The HBL and Qatar Airways Cobrand Credit Card ("Cobrand Credit Card") is and shall remain the property of the Bank.
- 28.2.4 The Cobrand Credit Card will be available in the following two variants: (i) Cobrand Gold Credit Card and (ii) Cobrand Platinum Credit Card.
- 28.2.5 The Bank may, with prior notice to the Cobrand Credit Card Member amend the Cobrand Credit Card Terms and Conditions or terminate Cobrand Alliance at any time and for any reason whatsoever. In the event of termination of the Cobrand Alliance, the Cobrand Credit Card may be converted to any other Card variant or may be cancelled, at

HBL's discretion. Qmiles earned on the Cobrand Credit Card will be available for redemption from Qatar Airways Privilege Club.

28.2.6 By retention and usage of the Cobrand Credit Card, the Cobrand Credit Card Member authorises the Bank to share any and all information pertaining to the Cobrand Credit Card Member and/or his/her Cobrand Credit Card (including without limitation, personal information and spend patterns) with Qatar Airways, as per the provisions of the Privacy Policy.

28.2.7 The Qatar Airways Privilege Club Member must provide consent to receive e-mail marketing communications (i.e. promotions, offers, deals, updates, newsletters, etc.) from Qatar Airways by completing the Consent Form, in order to retain and use the Cobrand Credit Card. The Qatar Airways Privilege Club Member is free to withdraw such consent at any time through Qatar Airways Privilege Club Portal; however, in the event of such withdrawal, the Bank shall have the right, with prior written notice to the Cobrand Credit Card Member, to convert the corresponding Cobrand Credit Card to any other Card variant, or cancel it altogether, at the Bank's sole discretion.

28.3 Qatar Airways Privilege Club Account – Membership

28.3.1 Upon issuance of the Cobrand Credit Card, the applicant shall also be enrolled in the Qatar Airways Privilege Club. In the event that the applicant has an existing Qatar Airways Privilege Club account, the account shall be linked to the Cobrand Credit Card where Qmiles earned from Cobrand Credit Card shall be credited.

28.3.2 In case the applicant is not a member of Qatar Airways Privilege Club or the Membership number provided is incorrect, the applicant's personal information will be shared with Qatar

Airways and a new Qatar Airways Privilege Club Membership account shall be created by Qatar Airways for the applicant and such account shall be utilised for the purposes of crediting Qmiles earned from Cobrand Credit Card.

28.3.3 Qatar Airways Privilege Club Portal login details shall be provided to the Cobrand Credit Card Member by Qatar Airways and the Bank is not liable or responsible for the same or any matter arising from or in any manner connected with Qatar Airways Privilege Club (including without limitation, delay in provision of Qatar Airways Privilege Club Portal details by Qatar Airways).

28.4 Qmiles

28.4.1 The Cobrand Credit Card Member shall be awarded Qmiles on the Transactions conducted by Cobrand Credit Card Member through their Cobrand Credit Card.

28.4.2 HBL may, at any time and without assigning any reasons therefore, revise the list of Transaction eligible for earning Qmiles from Cobrand Credit Card.

28.4.3 Qmiles shall be earned from Cobrand Credit Card on the basis of the earn rate notified by the Bank from time to time and will vary on the basis of the Cobrand Credit Card variant. The details may be viewed on the Bank's website, accessible at www.hbl.com. The Bank may, at any time and without assigning any reason therefore, change the earn rate.

28.4.4 HBL will reconcile and credit Qmiles earned from Cobrand Credit Card in the Qatar Airways Privilege Club Account of a Cobrand Credit Card Member twice a month.

28.4.5 Qmiles earned from Cobrand Credit Card and awarded to a Member are not transferrable.

28.4.6 Cobrand Credit Card Member will not be

entitled to Qmiles on Transactions made through balance transfers, pay orders, installment plans, disputed or fraudulent transactions or any other transactions notified by the Bank from time to time. Determination on whether a Transaction is eligible to earn Qmiles shall be subject to the sole discretion of the Bank which shall be final and binding on the Cobrand Credit Card Member.

28.4.7 If a Transaction on which Qmiles have been awarded is subsequently reversed or cancelled for any reason whatsoever, the Bank shall have the right to (i) debit the proportionate cost of the Qmiles earned from Cobrand Credit Card credited for the relevant Transaction from the Cobrand Credit Card Account or (ii) recover proportionate Qmiles earned from Cobrand Credit Card on future eligible Transactions.

28.4.8 The Cobrand Credit Card monthly statements issued by the Bank shall contain, inter alia, information regarding the transactions conducted through the Cobrand Credit Card and Qmiles earned against eligible Transactions, each for the relevant statement cycle only. The Cobrand Credit Card monthly statement shall not provide any information on aggregate Qmiles available with a Cobrand Credit Card Member in his/her Qatar Airways Privilege Club Account or any Qmiles earned from Cobrand Credit Card which are to be carried forward, earned on flights or redeemed. Full details of a Cobrand Credit Card Member's earned Qmiles can only be viewed on Qatar Airways Privilege Club Portal.

28.4.9 Qmiles earned from eligible Transactions made on Supplementary Cards will be credited in the Qatar Airways Privilege Club Account of the primary Cobrand Credit Card Member.

28.4.10 Qmiles earned from Cobrand Credit Card have no monetary value and are not exchangeable for cash.

28.4.11 The Bank shall, at any time, with prior notice to the Cobrand Credit Card Member and without any liability in any manner whatsoever, cancel a Cobrand Credit Card of any Cobrand Credit Card Member, cancel the Qmiles earned from Cobrand Credit Card or modify or limit the rate of the Qmiles earned from Cobrand Credit Card awarded and/or the manner of their redemption even though any of such acts may diminish the value of the Qmiles earned from Cobrand Credit Card already accumulated.

28.5 Redemption of Qmiles

28.5.1 The redemption of Qmiles earned from Cobrand Credit Card shall be in accordance with the terms and conditions of the Qatar Airways Privilege Club and these Cobrand Credit Card Terms and Conditions.

28.5.2 Qmiles earned from Cobrand Credit Card can only be redeemed directly through Qatar Airways Privilege Club on Qatar Airways flights, its one world® alliance partners or other options as communicated on the Qatar Airways Privilege Club Portal. The Bank shall not be responsible or liable for redemption of any Qmiles earned from Cobrand Credit Card.

28.5.3 The Cobrand Credit Card Member may be able to avail annual redemption discount via Qatar Airways Privilege Club Portal on accumulated Qmiles earned from Cobrand Credit Card as per such terms and conditions as may be notified by HBL and Qatar Airways from time to time.

28.6 Bonus Qmiles

28.6.1 The Bank may, from time to time, award Bonus Qmiles to Members. All such Bonus Qmiles shall be subject to these Cobrand Credit Card Terms and Conditions and such other terms and conditions as may be prescribed by the Bank.

28.7 Renewal of the Cobrand Credit Card

- 28.7.1 The Bank reserves the right to either renew the Cobrand Credit Card upon its expiry or upon prior notice, convert the Cobrand Credit Card to any other Card variant.
- 28.7.2 Non-renewal of the Cobrand Credit Card by the Bank shall not affect the Membership of the Cobrand Credit Card Member with Qatar Airways Privilege Club and/or the Qmiles earned from Cobrand Credit Card.

28.8 Queries, Claims and Disputes

- 28.8.1 Any queries pertaining to Cobrand Credit Card and/or Qmiles earned from Cobrand Credit Card should be addressed to the Bank.
- 28.8.2 Any retroactive claim pertaining to Qmiles earned from Cobrand Credit Card should be addressed to the Bank.
- 28.8.3 Any queries pertaining to Qmiles (other than Qmiles earned from Cobrand Credit Card and/or Qatar Airways Privilege Club (including without limitation, Qatar Airways Privilege Club Account details, balance, accrual, expiry, transfers and redemptions of Qmiles) should be made directly with Qatar Airways Privilege Club.
- 28.8.4 Any disputes regarding awarding or crediting Qmiles earned from Cobrand Credit Card must be raised within sixty (60) days of the relevant Transaction.

28.9 Limitation of Liability

- 28.9.1 Notwithstanding anything to the contrary stated in these Cobrand Credit Card Terms and Conditions and/or any terms or conditions of the Qatar Airways Privilege Club and/or any communication by the Bank or Qatar Airways to the Cobrand Credit Card Member:
- (i) The Bank shall not be liable and/or

responsible for the products and/or any services (and/or the quality, quantity or merchantability thereof) availed through redemption of the Qmiles earned from Cobrand Credit Card and/or any matter arising from or connected therewith

- (ii) Qmiles and/or Qatar Airways Privilege Club and/or any matter arising from or connected therewith.

28.9.2 HBL shall not be liable and/or responsible if it is unable to perform any of its obligations under the Cobrand Credit Card Terms and Conditions due to any reason beyond its control (including without limitation failure of any machinery or communication system, or a force majeure event as determined by the Bank).

29. HBL INSTALLMENT PLAN

29.1 Definitions

“HBL Installment Plan (HIP)” means any retail transaction(s), balance transfer from other Credit Cards, Pay Order, product or services offered to the Cardmember through the Rewards Program and Discount Offers. Installment Plans with 0% mark-up are offered on specific products and for specific payment tenures which will be communicated to the Cardmember from time to time, for which the Cardmember utilises the available Credit limit and repays the Transaction amount in Equal Monthly Installments according to the Installment Plan Terms and Conditions.

“Installment Plan Term/Period” means the number of monthly installments as selected by the Cardmember at the time of availing the HBL Installment Plan. The Bank at its own discretion can change the HBL Installment Plan Term/Period without assigning any reason.

“Installment Plan Service Fee/Charge” means fee as the Bank may specify from time to time through the Schedule of

Charges or through written notice to the Cardmember and payable by the Cardmember in relation to the Card Transaction made and/or converted into the HBL Installment Plan.

“Installment Plan Amount” means the total amount which is to be paid in monthly installments.

“Installment Plan Monthly Installment” means an equal monthly installment payable by the Cardmember which is computed by dividing the Installment Plan Amount by the Installment Plan Period, which also includes mark-up charges for the month.

“Credit Card Terms and Conditions” means the Terms and Conditions applicable to the Card. All capitalised terms not defined herein shall have the same meaning ascribed to them in the Terms and Conditions.

29.2 General

The purpose of the Installment Plan is to enable the basic Cardmember to purchase/acquire goods and services through a Card Transaction using the Credit Limit on the Card or converting the balance in respect of the Card, and to make payments in equal monthly installments under the HBL Installment Plan in accordance with the terms hereof and the Credit Card Terms and Conditions.

29.3 Eligibility

The HBL Installment Plan is offered exclusively to the basic Cardmember subject to the condition that payments against his/her Card are regular and made on or before the Payment Due Date as per the Terms and Conditions and the Cardmember has an available Credit Limit on the Card Account. All goods and services and/or retail Transactions made within or outside Pakistan can be converted into the HBL Installment Plan subject to the Terms and Conditions applicable to the Card stated herein above.

29.4 Availing the Installment Plan

29.4.1 The Cardmember may avail the Installment Plan by calling HBL PhoneBanking at 111-111-425 or inform the Bank's Customer Services Staff of the details pertaining to the Installment Plan including the amount to be booked, choosing from the Installment Plan Term/Period of 3 to 60 months. Subject to the Bank's approval the basic Cardmember may avail the Installment Plan in accordance with the terms hereof and the Credit Card Terms and Conditions.

29.4.2 The Bank shall process and authorise an Installment Plan provided that the Amount is within the available Credit Limit. The Installment Principal Amount plus the Installment Interest Amount (which is the Equal Monthly Installment Amount) for the month will be displayed on Statement of Account separately. Additionally, the remaining accumulative principal balance of all installment plans booked by the Cardmember on the Credit Card will appear separately towards the bottom of the Statement of Account.

29.4.3 The Cardmember shall pay the Installment Plan Amount by way of the Installment Plan Monthly Installment in accordance with the terms hereof and the Credit Card Terms and Conditions.

29.4.4 A Cardmember may avail multiple Installment Plans as are permitted by the Bank under the Cardmember's Credit Limit.

29.5 Billing and Payment of Installment Plan

29.5.1 The Monthly Installment shall be billed to the Cardmember starting immediately from the next Statement of Account after the date of availing the Installment Plan and every month thereafter until the Installment Amount is settled and paid in full by the Cardmember.

29.5.2 Where a Cardmember avails the

Installment Plan, the Minimum Payment Amount on the Statement of Account shall include the monthly installment.

29.5.3 If the Cardmember pays less than the Minimum Payment Amount on the Payment Due Date specified in the Statement of Account, the Cardmember shall become liable to pay Service Fee/Charges in accordance with the Credit Card Terms and Conditions.

29.5.4 The Cardmember may change the Installment Plan Period or pay the Installment Plan Amount in full, subject to Bank's approval and the payment by the Cardmember of applicable Installment Plan Charges.

29.5.5 In case the Card is cancelled or terminated under the Terms and Conditions, the Installment Plan will stand terminated automatically and the Cardmember shall be liable to pay the remaining Installment Plan Amount, along with pre-payment charges, immediately upon receipt of the Statement of Account.

29.6 Security

Good(s) purchased under the Installment Plan shall be deemed to be hypothecated in favour of the Bank pursuant to the provisions of clause 28.7 of the Terms and Conditions. The Cardmember shall not sell, rent out, mortgage or assign the good(s) or encumber the same or in any other manner transfer the good(s) or any interest therein to any person or party. The Cardmember shall exercise proper diligence in the use and maintenance of the good(s)

29.7 Liability for Product and Service

The Bank shall not be liable for any damage or loss incurred by the Cardmember arising out of the purchase, installation, use or otherwise of the good(s) and/or service(s) under the

Installment Plan or for any negligence, breach of statutory or other duty on the part of the Bank nor shall the Bank be responsible in any way for the quality of the good(s) and or service(s) purchased or acquired under the Installment Plan or otherwise. Any complaint as to the quality of good(s) purchased or service(s) acquired through the Installment Plan shall be referred to the Merchant and shall not affect the Cardmember's obligations under the Installment Plan.

29.8 Modifications, Amendments and Cancellations

29.8.1 The Bank is entitled at any time and without any prior notice or liability to the Cardmember in any manner whatsoever to terminate the Installment Plan or cancel or vary its benefits or features, or vary or add or delete any of the Installment Plan Terms and Conditions. The Bank is also entitled to determine the minimum amount allowed under the Installment Plan.

29.8.2 The Cardmember is entitled at any time, with prior notice to the Bank to terminate the Installment Plan. In such a case, the Cardmember will be liable to pay prepayment penalty, as per Schedule of Charges.

29.8.3 The Bank reserves the right to disqualify any Cardmember from further participation, if in its judgment, the Cardmember has in any way violated the Installment Plan Terms and Conditions and/or the Credit Card Terms and Conditions and/or any reason that the Bank deems fit without assigning any reason whatsoever.

29.8.4 The Bank shall be entitled to disallow/refuse instructions submitted by the Cardmember under the Installment Plan.

29.9 Indemnity

29.9.1 The Bank shall not be liable if it is unable

to perform its obligation under the Installment Plan Terms and Conditions whether directly or indirectly due to the failure of any machinery or communication system, industrial dispute, war or act of God or anything outside the control of the Bank. Nor shall the Bank be responsible for any delay in the transmission by the Merchant or any other third party to the Bank of evidence of the Application by the Cardmember for the Installment Plan.

29.9.2 These Installment Plan Terms and Conditions herein shall be without prejudice to the Credit Card Terms and Conditions governing the issue of and use of the Card, and the Credit Card Terms and Conditions shall also be applicable to the Installment Plan. If at any time, dispute arises in connection with the Installment Plan or Installment Plan Terms and Conditions, the Bank's decision in connection with the same shall be final and binding.

29.10 Cancellation of HIP

If a Card member discontinues/cancels HBL Installment Plan, he/she will be liable to pay early payment charges applicable to outstanding installment amount as per the Schedule of Charges.

General Terms and Conditions

1. MANDATE, AUTHORISATION AND INDEMNITY FOR ACCEPTING ALL VERBAL AND ELECTRONIC INSTRUCTIONS

The Cardmember having provided his/her particulars on the HBL CreditCard application form hereby requests the Bank to accept and act upon all telephonic and keystroke based electronic Instructions issued by the Cardmember or by any other person purporting to be him/her (upon due authorisation by the Bank) using the Cardmember's security details, including PIN/password, for availing any or all of the banking services ("Services") that the

Bank may, at its discretion, offer from time to time. In consideration of the Bank, at its absolute discretion, agreeing to accept such Instructions, the customer hereby irrevocably agrees and undertakes as follows:

- 1.1** That the Bank is irrevocably authorised and instructed to accept all Instructions received by the Bank via voice Instructions or the telephone or keystrokes on the IVR, mobile, internet banking and may rely conclusively on the authenticity of and due authorisation for any such Instructions and regard the same as emanating from the customer, where the issuer of such Instructions correctly provides such information for identification purposes as is contained in the subscription form attached hereto, as may be requested by the Bank, including but not limited to:

a) the customer's Computerised National Identity Card Number (CNIC)

b) the Personal Identification Number (PIN) or password, as the case requires, issued by the Bank to the customer for being able to verify the identity of the customer and for the customer to validly issue Instructions for availing any service over any of the electronic channels.

- 1.2** The Bank shall be, at its own discretion, at absolute liberty to refuse to accept or give effect to any Instructions given verbally, if in the sole opinion of the Bank, the authenticity of such Instructions is doubtful or the Bank is otherwise unable to give effect to the Instructions for any reason whatsoever.

- 1.3** The customer accepts full responsibility for keeping the security information, furnished in the subscription form secure and further agrees:

a) not to keep his/her PIN/password in a form that can be easily identified as a PIN/password

b) not to voluntarily disclose his/her PIN/password to any other person

- c) not to negligently or recklessly disclose his/her PIN/password
- d) to notify the Bank, immediately, if the customer's PIN/password has been lost or has become known to someone else

- 1.4 Kindly note that the Bank has the sole discretion to levy fees/Charges for any of the various services offered by the Bank and mentioned in its Schedule of Service Charges.
- 1.5 No warranties of any kind, whether express or implied, are made in respect of telephone or keystrokes on the IVR, mobile, internet banking, including in respect of the performance, quality, security, content, information availability, accuracy, safety or reliability of telephone or keystrokes on the IVR, mobile, internet banking.
- 1.6 Information that is transmitted over the telephone or via other networks (cable, wireless, internet or otherwise) may be subject to interception. While the Bank takes all reasonable precautions to ensure that IVR, mobile, internet banking is secure, the Bank cannot be liable for any loss or damage the customer suffers as a result of using these electronic channels for conducting any banking services and Transactions.
- 1.7 The Bank shall not be held responsible if the IVR, mobile, internet banking remains unavailable from time to time due to routine maintenance or emergency repairs or because of the unavailability of any electricity, telecommunication system or networks.
- 1.8 The Bank will not be liable for any loss or damage to the customer due to any Transaction not being carried out or being carried out incorrectly when caused directly or indirectly by failure of equipment, electronics, communication or similar mechanical failures or by misrouting information, industrial dispute or other causes beyond the Bank's control.

- 1.9** The Instructions given in the terms of this mandate shall at all times be legally binding and enforceable against the customer. The customer waives all rights and remedies to challenge or dispute any Instructions executed by the Bank in compliance with the terms of this mandate.
- 1.10** The customer hereby permits and authorises the Bank to use voice recording and to record any IVR keystrokes, mobile keystrokes, internet banking and website keystrokes along with all verbal communications with the Bank's customer service officers to constitute evidence of the Instructions communicated by the customer.
- 1.11** The customer acknowledges and accepts that he/she shall have no claim against the Bank on account of the Bank relying on this mandate and any Instruction given in terms hereof, and irrevocably agrees to indemnify and keep the Bank safe and secured against any and all direct or consequential losses, cost, damages, expenses, claims, litigation or objections of any nature whatsoever arising out of the Bank acting upon this mandate.
- 1.12** The Bank may at any time terminate this mandate by notice in writing to the customer, singly or generally, without assigning any reason thereof. The customer may terminate this mandate by written Instructions in original only and such termination will only become effective on the 7th calendar day following the receipt of such original written Instructions. Any banking services Instructions or otherwise given by the customer prior to the final termination shall be executed and continue to be held valid and irrevocable.
- 1.13** For Instructions pertaining to a payment or transfer of funds out of any account of customer, the customer shall, in advance of such Instructions, provide the Bank with the account number(s) of his/her source account(s), as stipulated within the

subscription form and any third party account numbers to which a transfer of funds may be made by the Bank, in reliance upon Instructions given in terms of this mandate. The Bank shall not affect any Instructions requiring it to transfer funds to a third party account if such a Transaction is not prearranged by the provision of such third party account details in the appropriate form, namely the third party transfer authorisation form.

- 1.14** The customer acknowledges that the issuing of verbal Instructions in accordance with this mandate for utilising any of the services through such verbal telephone Instructions involves inherent risks, including but not limited to risks associated with fraud and unintended/erroneous Instructions which the Bank cannot eliminate. Customer's use of the HBL PhoneBanking Centre or any of the electronic banking services offered by the Bank implies that he/she fully understands the limitations and inherent risks of verbal and keystrokes based Instructions for carrying out financial Transactions and agrees to the conditions of use in force at the time. The customer hereby absolves the Bank of all responsibility and accepts any risks associated with the execution of Instructions in accordance with this mandate.

2. TERMS AND CONDITIONS FOR CREDIT SHELTER

2.1 Definitions

For the purpose of this policy, the following definitions apply unless the context otherwise dictates:

"Accident" means bodily injury caused solely and directly by external, violent and accidental means, independent of any other causes.

"Bank" means Habib Bank Limited.

“Cardmember” means a credit card holder of the Bank who subscribes for and is accepted for insurance under this Policy.

“Closing Balance” means the total outstanding amount payable by a Cardmember to the Bank on the Event Date, including charges/interest levied by the Bank thereon for a period not exceeding two (2) months from the Event Date, and not exceeding the “Credit Limit” as defined hereunder.

“Commencement Date” means the date the Cardmember is enrolled for insurance under this policy.

“Credit Card Facility” means the Credit Card Account opened by Habib Bank Limited for a customer to which this Credit Shelter Scheme shall apply.

“Credit Card Statement” means a Monthly Statement of the Bank to the Cardmember showing all transactions, including “Closing Balance” and “Monthly Installments” of the Cardmember’s Credit Card Facility as defined herewith.

“Credit Limit” means the maximum Credit Card utilisation amount (including charges/interest) rendered available by the Bank to a Cardmember under the “Credit Card Facility”, provided the total amount, under all Credit Card facilities available with the Cardmember under this Policy, shall not exceed Rs. 500,000 (Rupees five hundred thousand).

“Event” means Death or Permanent Total Disability or Temporary Total Disability of the insured Cardmember.

“Event Date” means exact date of Death or Permanent Total Disability or Temporary Total Disability of the insured Cardmember.

“Insurer” means Jubilee Life Insurance Company Limited.

“Indebtedness”

- (a) Indebtedness in the Event of Death of an insured Cardmember due to Accident or Sickness (except as set forth under "Limitations" here below), is the amount of the Cardmember's "Closing Balance" evidenced by the last Credit Card Statement of the Cardmember's Credit Card Facility prior to the occurrence of the relevant Event plus an amount equal to any authorised transactions made on the Credit Card Facility prior to the event but not reflected in the said statement, provided, however, if Temporary Total Disability was being paid to the Cardmember prior to his Death then the amount of Indebtedness shall be reduced by the total amount of Temporary Total Disability payments already made.

Nevertheless in no instance shall the total "Indebtedness" exceed the Cardmember's "Credit Limit" as defined here above. However if charges/interest levied by the Bank on all authorised transactions made on the Credit Card facility prior to the Event date results in the Cardmember's "Credit Limit" being exceeded, the amount thus exceeded too shall be paid by the Insurer to the Bank.

- (b) Indebtedness in the Event of Permanent Total Disability of an insured Cardmember due to Accident or Sickness (except as set forth under "Limitations" here below), is the amount equal to the Cardmember's "Closing Balance" evidenced by the last Credit Card Statement of the Cardmember's Credit Card Facility prior to the occurrence of the relevant Event plus an amount equal to any authorised transactions made on the Credit Card Facility prior to the event but not reflected in the said statement, provided, however, if Temporary Total Disability was being paid to the Cardmember prior to his Permanent Total Disability, then the amount of Indebtedness shall be reduced by the total amount of Temporary Total Disability payments already made.

Nevertheless in no instance shall the total

"Indebtedness" exceed the Cardmember's "Credit Limit" as defined here above. However if charges/interest levied by the Bank on all authorised transactions made on the Credit Card Facility prior to the Event date results in the Cardmember's "Credit Limit" being exceeded, the amount thus exceeded too shall be paid by the Insurer to the Bank.

- (c) In the Event of Temporary Total Disability of an insured Cardmember due to Accident or Sickness (except as set forth under "Limitations" here below), "Monthly Installments" for the period of disability but up to a maximum period of Six (6) calendar months, would be paid. However, in no instance shall the total "Indebtedness" exceed the Cardmember's Credit Limit as defined here above. However if charges/interest levied by the Bank on all authorised transactions made on the Credit Card Facility prior to the Event date results in the Cardmember's "Credit Limit" being exceeded, the amount thus exceeded too shall be paid by the Insurer to the Bank. Indebtedness in the instance of "Sickness" shall only cover the Event that occurs 30 days after the Cardmember has been covered for insurance under this Policy.

"Monthly Installment" means the "Total Minimum Payment Amount" due and payable by the Cardmember's to the Bank for only those transactions made by the Cardmember on his Credit Card Facility prior to the occurrence of the relevant Event as is evidenced by the Credit Card Statements of the Cardmember.

"Sickness" means disease, ailment, and medical condition of a Cardmember first occurring after the Commencement Date except as set forth under "Limitations" here below.

"Total Temporary Disability" means inability due to Accident or Sickness (except as set forth under "Limitations" here below) of the Cardmember to

engage in his own occupation or employment for a period exceeding forty five (45) days and provided the Cardmember is not otherwise gainfully employed or is in receipt of any payments from his employer (including sick pay) or any Social Security Compensation during this period of disability. Total Temporary Disability shall only commence thirty (30) days after the Cardmember has been covered for insurance under this Policy.

"Permanent Total Disability" means inability due to Accident or Sickness (except as set forth under "Limitations" here below) of the Cardmember from engaging, for a period of not less than six (6) consecutive months, in any occupation for which he is reasonably qualified by training, education and experience and provided that the Insurer is satisfied that the Card Holder will be so rendered indefinitely.

2.2 CREDIT SHELTER INSURANCE

- 2.2.1** The Cardmember's enrolment for the Credit Shelter Insurance is subject to the final approval of the Insurer.
- 2.2.2** Cover for Credit Shelter Insurance may be granted to a Cardmember for more than one Credit Card Facility. The Insurance cover in respect of each Credit Card Facility shall be treated as a separate cover.
- 2.2.3** Insurance cover will only be provided to the principal Cardmember of a Credit Card Facility and will not be extended to any additional/Supplementary Card Holder. However, spending on supplementary card(s) that occurred prior to the Event Date will also be included in the amount of "Indebtedness" of the principal Cardmember on the occurrence of Event pertaining to his life only.

2.3. BENEFITS

Subject to the terms and conditions of Insurer, the following benefits are available:

2.3.1 Death Benefits

Upon Death of a Cardmember, the Insurer will pay to the Bank, the amount as defined under "Indebtedness" paragraph (a) above subject to any limitations as set forth hereinbelow under section 4.10.

2.3.2 Total Temporary Disability Benefit

Upon Total Temporary Disability of a Cardmember, the Insurer will pay to the Bank, the amount as defined under "Indebtedness" paragraph(c) above subject to any "Limitations" as stipulated here below.

2.3.3 Permanent Total Disability Benefit

Upon Permanent Total Disability of a Cardmember, the Insurer will pay to the Bank, the amount as defined under "Indebtedness" paragraph (b) above subject to any "Limitations" as stipulated here below.

2.4. GENERAL CONDITIONS

2.4.1 Wheresoever the context requires the masculine shall include the feminine and the singular the plural and vice versa.

2.4.2 Age Limitations

Insurance provided to a Cardmember will cease when he attains the age of 65. No insurance will be affected for any person who has already attained the age of 60.

2.4.3 Payment of Benefits

All Benefits will be payable to the Bank and payment of the Benefit amount to the Bank will discharge the Insurer of all obligation, liability and responsibility with regard to the Claim.

2.4.4 Commencement of Cover

In respect of Existing Cardmember's:

- a) Insurance will be provided under this Policy from the Commencement Date.
- b) No insurance will be provided under this Policy and No Benefits will be payable unless the premium relating to the Cardmember has been paid by the Bank to the Insurer with effect from the due date.

2.4.5 Premiums

The monthly Premiums payable by the Bank will be 0.50% of Closing Balance, or as may be amended by the Bank from time to time, payable by the Cardmember to the Bank as per the last monthly "Credit Card Statement".

The premium rate shall be set by the Insurer and may be varied by giving 60 days written notice to the Bank. Premium rates may only be varied to apply to all Cardmembers insured under this Policy.

2.4.6 Termination of Cover

The insurance cover provided under this policy in respect of a Cardmember shall terminate on the happening of the first of any of the following events:

- a) Notification by the Bank that the Cardmember's Credit Card Facility has been cancelled.
- b) The Cardmember having attained the age of 65.
- c) The Cardmember's Death or Permanent Total Disability.
- d) Non-payment of premiums in respect of a Cardmember for a period exceeding thirty days of a due date.
- e) Written notice from the Bank or the Cardmember that the insurance be cancelled.

2.4.7 Claims Procedure

- a) The Cardmember or the Cardmember's legal personal representative completes the standard claim forms issued by the Insurer and provides at no additional cost to the Insurer such evidence as is required to substantiate the claim to the satisfaction of the Insurer.
- b) The Cardmember (where required) undergoes, such medical examination(s) by a qualified medical practitioner as may be reasonably required by the Insurer.
- c) The Cardmember or the Cardmember's legal personal representative provides proof of the Cardmember's age if so required by the Insurer.

2.4.8 Proof of Loss

The Cardmember or the Cardmember's legal personal representative, upon receipt of notice, will furnish forms for filing proof of claim. The forms along with standard claim requirements quoted by the Insurer must be completed and returned to the Bank within seventy (70) days from the Event Date for which the claim is made. Such forms may include, but not limited to, the following documents:

- I. Duly attested copy of Computerised National Identity Card of the Insured.
- II. Death Certificate duly authorised from Government Registration body/Certificate of Permanent Disability from authorised Medical Practitioner.
- III. Hospital/Doctor Certificate or Attending Physician Statement.
- IV. Bank Claim Form for identity, branch/region code/serial number.
- V. Certificate of identity.
- VI. Complete Treatment and Medical Record in case of Disability claims.
- VII. Claim Form specific to the nature and type of Claim lodged.

Failure to furnish notice or proof of loss within the time limits required above shall not invalidate or reduce any benefit accrued under the claim if it shall be shown not to have been reasonably possible to give such notice or proof and that notice and proof were given as soon as was reasonably possible.

2.4.9 Proof of Indebtedness

The Insurer shall accept and act upon any statement in writing as to the amount of an insured's Indebtedness or Monthly Installments, which has been signed for or on behalf of the Bank by a responsible Officer.

2.4.10 Limitations

No Benefits will be payable in respect of a Cardmember under this Policy where the Event giving rise to the Benefit occurs as a result of:

- a) Suicide; or
- b) Enmity or personal, family or tribal feud or animosity of any kind; or
- c) Murder; or
- d) Pregnancy, miscarriage, childbirth or any non-malignant disease occurring in or in connection with the female reproductive organs;
- e) Mental or psychosomatic disorder; or
- f) Self destruction or self inflicted injury, while sane or insane, or any attempt there at; or
- g) War, declared or undeclared, or any act of war or insurrection, or as a result of a strike, terrorism, riot, civil commotion or service in any military, naval or air force, or performing police duty as an Insured of any military or naval organisations; or
- h) The commission or attempted commission of an act which would subject the person to civil or criminal penalties, or the contravention of any law; or
- i) Travel or flight in any kind of aircraft or aerial vehicle except as a fare paying passenger in an aircraft operated on a regular schedule by an incorporated common carrier for passenger service over its established air route; or
- j) The taking of alcohol, drugs other than on medical advice or other intoxicants; or
- k) Complications arising from an attempt of murder, homicide, manslaughter, assault, assassination, terrorism, slaying or any malicious or criminal act whether intentional or unintentional, premeditated or spontaneous, random or targeted, resulting in the death or disability of the Insured; or
- l) Any pre-existing condition, directly or indirectly, which existed on the commencement date of this Policy or prior to an Insured becoming insured under this Policy; Pre-existing condition means any injury, illness, condition or symptoms;
 - a. For which treatment, or medication or advice or diagnosis has been sought or received or was foreseeable prior to the commencement of the insurance coverage for the Insured concerned; or
 - b. Which originated or was known by the

Bank or the Insured, to exist prior to the commencement of the insurance coverage whether or not treatment, or medication, or advice or diagnosis was sought or received.

- m) Any medical condition associated with Human Immune deficiency Virus(HIV) or its mutations.

No Disability Benefits will be payable in respect of an Insured where the Insured has Previously received "Total Disablement" benefits under any Credit Shelter Insurance Policy.

3. HBL CREDITCARD SMS FACILITY

- 3.1 On receipt of Cardmember's consent for activation of the SMS Alerts facility ("SMS Facility"), the Cardmember shall pay the Bank fees for the SMS Facility, as set forth in the Schedule of Charges; and the Cardmember hereby authorises the Bank to debit the Cardmember's bank account, as instructed by the Cardmember; and in the event of insufficient balance in such bank account, the Bank shall be entitled to recover such fees from any of the Cardmember's bank account maintained with the Bank.
- 3.2 In case of non-payment of Bank Charges or due to any other reason, the Bank at its discretion may without prior notice withdraw temporarily or terminate the SMS Alerts facility either wholly or in part at any time.
- 3.3 The Cardmember acknowledges that the SMS Alerts facility is dependent on the telecommunications infrastructure, connectivity and services within Pakistan. The Cardmember accepts that timeliness of alerts sent by the Bank will depend on factors affecting the telecommunications industry. Neither the Bank nor its service providers shall be liable for non-delivery or delayed delivery of alerts, error, loss, distortion in transmission of and wrongful transmission of alerts to the Customer.

4. EMAIL STATEMENT/E-STATEMENT

The following Terms and Conditions apply in the event that the Cardmember requests the Bank to transmit and provide the Cardmember periodical Statements of Account ("Statements") via Electronic Mail ("E-Mail") in addition to hard copy printed Statements entirely at the Cardmember's own risk and responsibility and for its convenience, and in consideration of the Bank agreeing at its absolute discretion to accept the request.

- 4.1 That upon Cardmember's request to the Bank to transmit Statements of Account via E-Mail, the Bank is authorised and instructed, until written/telephonic revocation instruction signed by authorised signatories to the Accounts is received by the Bank, to transmit the Statement to the Cardmember via E-Mail at the E-Mail address specified. The Customer will also continue to receive the written/printed Statements by post or through counter.
- 4.2 The Bank shall ensure that the Cardmember's information is kept confidential. However, the Cardmember shall be responsible for protecting and keeping confidential his/her E-Mail password and access thereto and the Bank shall not be liable for any erroneous or unauthorised transmission or access to the Statement from the Cardmember's E-Mail account. Further, the Bank shall not be responsible for any inadvertent divulgence or leakage of confidential customer information for reasons beyond the control of the Bank.
- 4.3 The Bank may at any time terminate this Mandate by notice in writing to the Cardmember, without assigning any reason therefore. The Cardmember may terminate his Mandate by written/telephonic instruction and such termination will only be effective on the day following the delivery of such original written instructions.

- 4.4 The Cardmember acknowledges and places on record that there may be inherent problems in verifying the authenticity of E-Mail transmissions, and the Bank shall provide the Statements via E-Mail in an unencrypted form in response to the Cardmember's specific request for the convenience of the Cardmember, and in doing so, deviate from the Bank's general operating procedure at the sole risk and responsibility of the Cardmember.
- 4.5 The Cardmember agrees to pay any charges levied by the Bank for providing the facility of Statements via E-Mail as per the Bank's Schedule of Charges.
- 4.6 In case of "non-delivery" or "delay" or "non transmission" of the statement, owing to the Cardmember's mail box being full or incorrect address provided or change in email address, or any breakdown, virus, malfunction of the internet service provider or similar problems whatsoever, the Bank will not be responsible. In case the statement is not received, it shall be the responsibility of the Cardmember to contact the Bank and obtain the statements and the Cardmember shall remain liable for proper payment on the due date.
- 4.7 In case of "non-delivery" or "delay" or "non transmission" of the statement, the Bank or any of its employees or representatives or officers will not be responsible for any direct, indirect, incidental or consequential loss, including but not limited to, loss of profit that the Cardmember may suffer.

5. 3D SECURE SERVICE TERMS AND CONDITIONS

3D Secure is a service which provides the HBL CreditCard holder with additional security when shopping online using their HBL CreditCard on merchant websites which subscribe to the services of 3D Secure. The terms (the "Terms") regulate the usage of 3D Secure services implemented for HBL Credit Cardholders

using their HBL CreditCards for online transactions on merchant websites ("HBL 3D Secure service"). All capitalised terms used herein but not defined shall have the same meaning as prescribed under the HBL CreditCard Terms and Conditions

5.1 3D Secure Service Provided by the Bank and Acceptance of Terms

The Bank provides HBL 3D Secure service to the Cardmember, but the Bank may use third-party service providers to operate the service or part of it on its behalf.

The Bank shall provide Cardmembers with HBL 3D Secure services to enable Cardmembers to pay for goods and services over the internet for all 3D Secure Service Websites. Any applicable terms and conditions related to E-commerce shall be displayed on the 3D Secure Services Website, which regulate the processing of virtual transactions and have to be read in conjunction with these Terms and Conditions. It contains important information about the Cardmember's legal rights and obligations, as well as the Bank's legal rights and duties. A copy of these Terms and Conditions is available online (visit www.hbl.com) and can be supplied to the Cardmember by post and email upon request. It is the Cardmember's duty to speak to the Bank if they do not understand any part of the Terms and Conditions and/or any product and/or service-specific terms and conditions, prior to entering into the HBL 3D Secure transaction.

The Cardmember hereby agrees that use of HBL 3D Secure service shall represent the Cardmember's explicit acceptance of these Terms, and that any continued use of HBL 3D Secure service after the Cardmember has been advised of revisions to these Terms shall constitute the Cardmember's agreement and acceptance to such revised Terms, and any applicable posted guidelines or rules. Unless explicitly stated otherwise, any

new features that augment enhance or otherwise change HBL 3D Secure service shall be subject to these Terms. Upon the Bank's discretion and request, the Cardmember agrees to sign a non-electronic version of these Terms.

5.2 Internet Access

5.2.1 In order to use HBL 3D Secure service, the Cardmember must have the ability to access the Internet and must pay any service fees associated with such access. In addition, the Cardmember must have the equipment necessary to make such a connection to the internet, including a computer and modem or other relevant device.

5.2.2 The Cardmember must register a valid mobile phone number and/or e-mail address with the Bank to use HBL 3D Secure service. The Cardmember shall ensure the latest mobile phone number and/or e-mail address that the Bank has in its files is the Cardmember's most up-to-date number and/or email address before using HBL 3D Secure service. In case the Cardmember's mobile phone number is not registered with the Bank, the Bank shall not be responsible for failure to provide the HBL 3D Secure service and/or any loss caused to the Cardmember.

In addition, any primary/basic Cardmember (i.e. other than Supplementary Cardmember) who holds a Card needs to be enrolled for SMS Alerts and/or e-Statement service, in order to conduct an on-line transaction.

5.2.3 By selecting the channel of One Time Password ("OTP") communication, the Cardmember authorises the Bank to send the six (06) digit OTP at his/her mobile number and/or email address, registered with the Bank.

5.2.4 The Cardmember hereby, acknowledges and agrees that SMS delivery and/or e-mail delivery is beyond the Bank's control. Besides, there may be

delays/non-delivery of the SMS delivery and email delivery, for which the Bank shall by no means be liable/responsible in any manner whatsoever.

5.3 Use of HBL 3D Secure service

- 5.3.1** To prevent unauthorised use of your HBL CreditCard online, HBL 3D Secure service will introduce a new security step when the Cardmember makes an online payment on any 3D Secure Service Website. All 3D Secure Service Websites shall have a "3D Secure", "Verified by Visa" and/or "MasterCard Secure Code" logo appearing on that website.
- 5.3.2** Every time the Cardmember uses HBL 3D Secure service on a 3D Secure Service Website, the Cardmember shall be directed to an HBL 3D Secure webpage. All Cardmembers are automatically registered for the HBL 3D Secure service.
- 5.3.3** Every time the Cardmember tries to make an online payment with a 3D Secure Service Website, the Cardmember will be prompted to click on a button to request a unique, six (06) digit OTP. An OTP will then be sent by SMS and/or email as per the Cardmember's preference. The OTP the Bank sends the Cardmember shall be unique for each transaction and shall be valid for only 10 minutes.
- 5.3.4** If the OTP is entered incorrectly by the Cardmember, the merchant may reject the corresponding transaction, for which the Bank shall not be liable in any manner whatsoever.
- 5.3.5** By using HBL 3D Secure service, the Cardmember assents to the use of HBL 3D Secure service to evidence the Cardmember's identity, including for purposes of authorisation of transactions authorised in advance to recur at substantially regular intervals.
- 5.3.6** The Cardmember hereby understands and unconditionally agrees to a lag between Card activation/contact update enrolment of SMS Alerts and/or

e-Statement and being able to use HBL 3D Secure services is not in the control of the Bank, and further agrees to absolutely keep and hold the Bank harmless and indemnified in that regard.

5.3.7 To successfully use HBL 3D Secure services, the Cardmember must provide accurate and up-to-date contact information to the Bank and have access to the Cardmember's mobile phone and/or email account. Please note that any Cardmember that does not provide the Bank with their updated contact details and is not enrolled for SMS Alerts and/or e-Statement service for their Card, shall not be allowed to use the HBL 3D Secure service.

5.3.8 The contact information used by the Bank will be the contact information provided by the Cardmember in their initial application, as may be updated by the Cardmember from time to time. For supplementary Cardholders, the contact information used will be the contact information provided at the time of initial application, or updated from time to time by the Cardholder or the Supplementary Cardholder. Please note that enrolment for SMS Alerts and/or e-Statement service is not applicable for Supplementary Cardholder.

5.3.9 If the Cardmember provides any contact data that is untrue, inaccurate, not current or incomplete, or if the Bank has reasonable grounds to suspect that the Cardmember's contact data is untrue, inaccurate, not current or incomplete, the Bank shall have the right to suspend, terminate, or refuse the Cardmember's current or future use of the HBL 3D Secure service.

5.3.10 If the Cardmember is unable to provide adequate information to validate their identity, the Bank may not be able to provide the HBL 3D Secure service to such Cardmember, and therefore the Bank reserves the right to not allow the Cardmember to use the HBL 3D Secure

service. The Cardmember hereby warrants that the information is correct and that the Cardmember has the legal right to use the Card they transact with using this HBL 3D Secure service.

5.3.11 If there is any inconsistency between Bank's internal records, and information relating to Card and related account(s) or the Cardmember's use of the HBL 3D Secure service, the Bank's internal records shall prevail in the absence of evidence to the contrary.

5.3.12 In the event the Cardmember has a question regarding the HBL 3D Secure transaction, or about using HBL 3D Secure service, they shall direct that question to the Bank's 24-hour HBL PhoneBanking at 111-111-425.

5.4 Discontinuation/Suspension HBL 3D Secure service

5.4.1 The Bank reserves the right to discontinue or suspend HBL 3D Secure service any time and for any reason, subject to 30-day prior written notice. The Bank shall not be liable to the Cardmember if a duly executed discontinuation causes the Cardmember any loss.

5.4.2 The Bank shall discontinue or suspend the HBL 3D Secure service for the Cardmember forthwith, if any of the data the Cardmember has provided to the Bank is incorrect, not current or incomplete, or the Bank has reasonable ground to suspect it might be. In the event that the Bank is required to discontinue the HBL 3D Secure service in order to comply with a statutory requirement, or under a regulatory or government order or directive, and such discontinuation must occur in less than 30 days, the Bank shall provide to the Cardmember advance written notice of such discontinuation in accordance with the statute, order, or directive.

5.5 Authorisations for Data Sharing with Third Parties

Registering for HBL 3D Secure service involves providing personal information and the Bank shall use this data in accordance with the data sharing provisions in the Terms and Conditions, which have already been provided to the Cardmember accompanying the Card for both corporate or personal banking customers. By using HBL 3D Secure service, the Cardmember authorises the Bank to retain certain information about the Cardmember and corresponding Card. The Cardmember further authorises the Bank to obtain from certain third parties selected by the Bank, including consumer credit bureaus and other consumer reporting agencies, information about the Cardmember, and the respective Card(s), to use in connection with HBL 3D Secure service, and/or to verify the Cardmember's identity or suitability for the service. The Cardmember also authorises the Bank to use and retain this information in accordance with Terms and Conditions. The Cardmember's information shall be associated with a unique identifier for the Cardmember (featuring the Card number and Cardmember's name).

5.6 Cardmember's Responsibilities

5.6.1 The Cardmember undertakes to comply with all applicable laws, statutes, ordinances, and regulations in the Cardmember's use of HBL 3D Secure service or 3D Secure Websites.

5.6.2 The Cardmember also acknowledges and agrees to the following responsibilities:

- a) To verify that the information entered on all merchant order forms is accurate;
- b) To verify that the information displayed in the HBL 3D Secure service transaction screen is correct for each purchase;
- c) To be fully responsible for all transactions or other activities that occur or are undertaken using the Cardmember's Card, HBL 3D Secure service, and/or any OTP issued;

- d) To safeguard the confidentiality of any OTP for HBL 3D Secure service, and to not transfer or sell the use and/or access of such OTP to any third party;
- e) To immediately report to the Bank if any OTP or Card issued to the Cardmember for HBL 3D Secure service is stolen or compromised, or if any of the Cardmember's verification information is compromised;
- f) To defend, indemnify, and hold harmless the Bank and its service providers from all third party claims; and
- g) To be conversant with the statement of charges of Cardmembers, which the HBL 3D Secure service is governed under along with any applicable charges, as may be amended from time to time.

5.7 Things Not to Do

The Cardmember hereby agrees, acknowledges, covenants, confirms, and undertakes not to do the following under any circumstances whatsoever:

- a) Upload, post, email or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment used by HBL 3D Secure service;
- b) Spam or flood any 3D Secure Service Website;
- c) Modify, adapt, sub-license, translate, sell, reverse engineer, decompile or disassemble any portion of the HBL 3D Secure service, 3D Secure Service Website, or the software used in connection with HBL 3D Secure service;
- d) Remove any copyright, trademark, or other proprietary rights notices contained in HBL 3D Secure service;
- e) "Frame" or "mirror" any part of the 3D Secure Service Website whatsoever, or HBL 3D Secure service without the prior written authorisation of the Bank;
- f) Use any robot, spider, site search/retrieval application, or other manual or automatic

device or process to retrieve, index, "datamine", or in any way reproduce or circumvent the navigational structure or presentation of the 3D Secure Service Website, or the HBL 3D Secure service or its contents;

g) Otherwise interfere with, or disrupt, HBL 3D Secure service, any 3D Secure Service Websites, or servers or networks connected to HBL 3D Secure service, or violate these Terms and Conditions or any requirements, procedures, policies or regulations of HBL 3D Secure service or of any networks connected to HBL 3D Secure service;

h) Intentionally or unintentionally violate any applicable local, state, national or international statute, regulation, regulatory guideline or judicial or administrative interpretation, or any rule or requirement established by the Bank or its service providers in connection with the Cardmember's use of HBL 3D Secure service;

i) Resale HBL 3D Secure service, or any 3D Secure Service Website or any part thereof; make a derivative of HBL 3D Secure service or this website or any part thereof; collect or use any information provided by other users without their express written consent, or engage in any form of data mining or data extraction with respect to any data accessible through HBL 3D Secure service or this website;

j) Use HBL 3D Secure service or 3D Secure Service Website in a manner that would: (i) infringe any third party copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy; (ii) be fraudulent or involve the sale of counterfeit or stolen items; (iii) violate any law, statute, ordinance, or regulation (including without limitation those governing export control, consumer protection, unfair competition, anti-discrimination, or false advertising); (iv) be false, misleading, or inaccurate; (v) create liability for the Bank or its service providers, or cause the Bank or its service providers to lose (in whole or in part) the

- services of its third party providers; (vi) be defamatory, trade libelous, unlawfully threatening, or unlawfully harassing; or (vii) be obscene, pornographic, or contain child pornography;
- k) Gain access or attempt to gain access to any information, software or data on the Bank's or its service providers' servers or otherwise within their control which is encrypted, protected by security procedures or devices or (except for the Cardmember's personal information) otherwise not generally made available to the public;
 - l) Use HBL 3D Secure service or 3D Secure Service Website in a manner which will or might interfere with the full use and enjoyment by other users of HBL 3D Secure service or 3D Secure Service Website; or
 - m) Impersonate any person or entity using 3D Secure service.

The Cardmember acknowledges that various goods or services offered from retailers may be prohibited in the Cardmember's geographic area.

5.8 The Bank's Liability

5.8.1 The Bank shall not be liable to the Cardmember or any third party for any modification, suspension or discontinuance of HBL 3D Secure service.

5.8.2 Under no circumstances shall the Bank be liable for any consequential, incidental, special or indirect losses or other damages, such as any damage to the Cardmember's computer or telephone service resulting from the Cardmember's use of HBL 3D Secure service.

5.8.3 The Bank shall not accept any responsibility for, and will not be liable for, any damages to, or any viruses which may affect, the Cardmember's computer equipment or other property on account of the Cardmember's access to, use of, or downloading from 3D Secure Service Website.

5.8.4 If the Cardmember has acted negligently

or fraudulently, or in contravention of the clauses of these Terms or the Terms and Conditions, the Cardmember shall be liable for all claims, losses and consequences arising from or in connection with the Cardmember's use of the HBL 3D Secure service.

5.9. Cardmember Disputes with the Retailer

5.9.1 The Cardmember's correspondence or business dealings with, or participation in promotions of, online retail or other merchants on or through HBL 3D Secure service including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between the Cardmember and such merchant and the Bank shall not be responsible or liable for any loss or damage of any sort incurred as a result of any such dealings in any manner whatsoever.

5.9.2 By making HBL 3D Secure service available to the Cardmember, the Bank is not representing, giving any warranty, or indicating that the Bank recommends or endorses any merchants, nor does the Bank verify the merchant's identity. The Bank hereby disowns any representation/warranties in this connection.

5.9.3 The Cardmember hereby expressly understands and agrees that any software obtained through the use of HBL 3D Secure service is downloaded and used at the Cardmember's own discretion and risk and that except as otherwise provided in these Terms as may be revised/updated from time to time, the Cardmember shall be solely responsible for any damage to the Cardmember's computer system or loss of data that results from the download or use of any such software or other materials through HBL 3D Secure service.

5.9.4 Except as otherwise required by any applicable state law, the Bank makes no

representations or warranties about HBL 3D Secure service of any kind, express or implied, including any warranties as to merchantability or fitness for a particular purpose. Applicable law may not allow the exclusion of implied warranties, so the above exclusions may not apply to you.

5.10 Amendments in Terms and Conditions

5.10.1 The Bank reserves the right to amend these Terms, from time to time as the case may be. In the event of such amendment, the Bank shall upload the latest version on the the Bank's website (i.e. www.hbl.com), and continued use of HBL 3D Secure service from there on by the Cardmember shall be constituted as the Cardmember's acceptance to the amended Terms and Conditions.

5.10.2 The Bank shall try to give Cardmember notice of any changes the Bank makes to these Terms as soon as practicable. If the Bank makes a change which is (in the Bank's sole discretion) detrimental to the Cardmember, the Bank shall give the Cardmember at least 30 days' notice. Any notice the Bank provides the Cardmember relating to these Terms may be through any of a number of channels, which could include uploading the new Terms on the the Bank's website (i.e. www.hbl.com), sending the Cardmember an SMS, or other electronic means of communication, as the Bank shall deem fit.

5.11 Intellectual Property Rights of HBL 3D Secure Service Website

5.11.1 HBL 3D Secure service and 3D Secure Service Website, and the proprietary rights and Intellectual Property rights are owned by the Bank and/or its service providers. Intellectual Property means inventions, know-how, patents, patent rights, and registrations and applications, renewals and extensions therefor, copyrights, copyrightable works/authorship (including, but not limited to, computer code, themes, objects, concepts, artwork, animation,

sounds, audio-visual effects, methods of operation and any related documentation), copyright registrations and applications, renewals and extensions therefor, trademarks, service marks, trade names, trademark registrations and applications, renewals and extensions therefor, rights-in-trade dress, rights of paternity, attribution, integrity and other similarly afforded "moral" rights, trade secrets and other intellectual property and proprietary rights recognised by Pakistan law and applicable foreign and international laws, treaties and conventions.

5.11.2 HBL 3D Secure service, the Bank's website, and 3D Secure Service Website are protected by copyright and other laws of the Pakistan and other countries. The Bank and/or its suppliers retain all rights, title, and interest in HBL 3D Secure service, the Bank's website, and 3D Secure Service Website and all content, information, websites, software, and other materials related thereto, excluding certain content and technology which may have been created and/or is owned by retailers or third parties.

5.11.3 The Cardmember agrees not to act in any way whatsoever, so as to infringe, or appear to infringe upon any of the Intellectual Property rights pertaining to HBL 3D Secure service, and its corresponding website, for any reason whatsoever, or for any purpose whatsoever, without the express prior written consent of the owner of such specific Intellectual Property right in each instance.

5.12 Indemnification

By accepting these Terms, the Cardmember agrees to defend, indemnify and hold harmless the Bank and its service providers from and against any and all third party claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or related to any breach by

the Cardmember of these Terms, or any use of HBL 3D Secure service by the Cardmember or under Cardmember's authorisation/control. The Bank reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by the Cardmember, in which event the Cardmember will cooperate with the Bank in asserting any available defenses. The Cardmember shall not settle any action or claims on the Bank's behalf without the Bank's prior written consent.

5.13 Governing Laws

These Terms and Conditions shall be subject to the applicable laws of Pakistan and all disputes shall be referred to the courts of law (as applicable).

5.14 Age and Responsibility

The Cardmember represents that they are of sufficient legal age to use HBL 3D Secure service and to create binding legal obligations for any liability the Cardmember may incur as a result of the use of HBL 3D Secure service. Except as otherwise provided by Applicable Law or in Terms and Conditions, the Cardmember understands that they are financially responsible for all uses of HBL 3D Secure service by the Cardmember and those authorised by the Cardmember to use their password or other verification information.

For further information, please contact
HBL PhoneBanking at 111-111-425 or
visit www.hbl.com

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