



## **Gold Credit Card**

### **Terms & Conditions**





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The issuance and use of Ahli Bank card and facilities shall be governed by and subject to the following:

## 1. Definitions:

**“Bank”** means Ahli Bank S.A.O.G. and/or any entity of its group, subsidiaries, and its successors and assigns.

**“Card”** means the card facility issued to a cardholder.

**“Contactless”** means the technology through which a Card uses Radio Frequency (RF) technology in order to transmit payment details wirelessly to a Contactless Reader connected to an automated teller machine (ATM) or to a Merchant’s point-of-sale (POS) system.

**“Contactless Card”** means a Card is that enabled by Contactless technology.

**“Contactless Reader”** means a point-of-sale reader device or an automated teller machine (ATM) at which the Contactless Card may be used to issue Contactless Transactions by tapping or waving the Contactless Card on or such point-of-sale reader device or ATM.

**“Contactless Transaction”** means the transactions for the purchase of goods and/or services that are successfully carried out and charged by the Cardholder to the Card Account of the Contactless Card of that Cardholder and which are executed by tapping or waving the Contactless Card on the applicable Contactless Reader and which said transactions have been successfully captured or posted on the Bank’s systems.

**“Cash advance”** means the cash withdrawn by the Cardholder using the card.

**“Card Account”** means Account(s) maintained by Bank in relation to Card transactions, together with interest, fees and other charges.

**“Cardholder”** means the customer(s) who applied for primary (principal) and / or any supplementary Cardholder(s).

**“Card Charges”** means any charge pertaining to the Card as applicable and amended from time to time, including, without limitation, fee for service, late payment, periodical subscription, renewal, replacement, cash advance, over limit, etc.,.

**“Card Transaction”** means the transaction / services, including Contactless Transaction availed by the Cardholder.

**“Chargeback”** means the reversal of a Card Transaction.

**“Credit Limit”** means the maximum amount permitted at the Bank’s discretion at given time.

**“Interest”** means amounts due that are not paid on the payment due date, charged on daily basis until full settlement, specified from time to time.

**“Payment Due Date”** means the deadline by which the Cardholder must make the Minimum Payment.

**“PIN”** means the Personal Identification Number issued to the Cardholder for use, in conjunction with the Card as and when required.

**“Principal Cardholder”** means the Cardholder in whose name the Card Account is maintained and who shall at all time remain liable for all amounts debited to the Card Account.

**“Supplementary Cardholder”** means a person nominated by the Principal Cardholder, while liability of outstanding lies with Principal Cardholder.

**“Statement Date”** means the date on which the monthly statement of the Card Account is produced.

**“Merchant”** means any entity supplying goods and / or services who accepts the Card as a means of payment by the Cardholder.

**“VISA”** means Visa Inc., a financial institution headquartered in California, United States of America

Whether or not specifically mentioned elsewhere in this Terms and Conditions, the definitions included in this clause will be as binding on the Cardholder and/or Supplementary Cardholder as the Clauses below.

## 2. Usage of the card:

The card must be signed by the Cardholder immediately on receipt, and used within the credit limit during the validity period embossed on the Card. If the Cardholder agrees that the Card is sent by registered mail or by courier service or hand delivered at the Branches, it will be deemed to have been received by the Cardholder in good order without any liability to the Bank.

## 3. Contactless Transactions

- a) This section refers to Contactless Transactions that are made using the Contactless Card on a Contactless Reader.
- b) A Cardholder can only affect Contactless Transactions at select automated teller machines and select Merchant locations that have a Contactless Reader in order to enable a Contactless Transaction.
- c) The Cardholder understands and agrees that where automated teller transactions are supported by Contactless technology, such transactions shall only be permitted after Cardholder verification through input of PIN by the Cardholder.
- d) The Cardholder understands and accepts that in order to make a Contactless Transaction, a Cardholder is required to bring the Card in close proximity (approximately 4cm or less) of the Contactless Reader and tap or wave the Card.
- e) Contactless is an additional feature included in the Card that does not in any manner affect the existing functionality of the Card which includes but is not limited to transactions, cash withdrawal, online payments, Card Charges among other functionalities.

- f) A Cardholder can use the Contactless Card to effect any number of Contactless Transactions provided that the value for each such Contactless Transaction does not exceed the per transaction limit as set by the Bank in line with directives provided by the Central Bank of Oman and VISA. This limit may be amended by the Bank from time to time and available on the Bank's website. Signature, PIN and/or other authentication on part of the Cardholder are not applicable to Contactless Transactions.
- h) The Cardholder agrees, accepts and acknowledges that the use of this Contactless feature is voluntary by the Cardholder and is not mandated by the Bank. However, the Bank shall not be liable for any conditions that the Merchant or acquiring bank may impose on the acceptance or non-acceptance of the Contactless mode of payment.
- i) No fees or charges shall be levied by the Bank solely for the use of the Contactless mode of payment. However, the Cardholders is still subject to any Card Charges, Interest and other liabilities/loss that are applicable to the Card.
- j) Any disputes between the Merchant and the Cardholder with regard to any Contactless Transactions must be resolved between the Cardholder and Merchant. The Bank shall not be liable for any deficiency in goods and/or services purchased using the Contactless feature.
- k) The Bank does not make any express or implied warranty, guarantee, representation or undertaking whatsoever with regard to the Contactless technology.
- l) Any usage of the Contactless Card at any Contactless Reader is subject to such terms and conditions that the Bank and VISA may agree to from time to time.
- m) The Bank, without liability or prejudice to any other rights, at any time, without providing any notice to the Customer, reserves the right to withdraw, suspend, amend, cancel or disable the Contactless feature, temporarily or permanently, without assigning any reasons thereof.

#### **4. The Card Account**

- a) The Bank will debit the Card Account with the amounts incurred on the Card Transaction, and all Card Charges or any other liabilities / loss incurred by the Bank arising from the use of the Card.
- b) The statement of account shall be conclusive evidence of indebtedness.
- c) The Bank will send monthly statements showing all transactions over the Card Account to the Cardholder at the current address advised in writing to the Bank.
- d) The Bank may set off liability of the Cardholder under the Agreement against any other account of the Cardholder with the Bank or its group / subsidiaries.
- e) All purchases and withdrawals made by the Cardholder in foreign currency shall be converted into Omani Rials and such conversion shall be affected at

the Bank's prevailing rate of exchange. Commission and other charges or losses as incurred by the Bank in converting such payment to Omani Rials, shall be levied on the Card Account at the rate of exchange determined by the Bank on the date when the Card Transaction is debited from the Card Account. The rate may vary from time to time, and the Bank reserves the right to charge a markup fee of up to 2.5% on transactions on all foreign currency transactions. The Bank reserves the right to raise the aforesaid charge at any time at the Bank's absolute discretion.

f) On the first month after issuance of the Card and on renewal the Bank, at its discretion, shall charge and debit the Cardholder's account for the annual fees which will not be refundable.

g) The Cardholder will be assigned a Credit Limit which represents the total Credit Limit extended to cover the use of all the Cards held by a Cardholder and/or Supplementary Cardholder(s) notwithstanding the existing applicable Credit Limit for each Card. The Bank may, at the Bank's sole discretion, revise the Credit Limit by authorizing transactions in excess of 10% (ten percent) of the existing total Credit Limit ("Excess Limit Amount") which may be varied by the Bank at its sole and absolute discretion by way of notice to the Cardholder and/or Supplementary Cardholder(s). The Bank may at its sole discretion (but shall not be obliged to) permit the Excess Limit Amount to be effected for the applicable Card Account. The Bank may also refuse to authorize any Card Transaction that a Cardholder wishes to effect even though such Card Transaction would not cause the Credit Limit to be exceeded. The Cardholder is liable for the discharge of all Card Charges and liabilities incurred by it pursuant to these terms and conditions.

## 5. Minimum Payment:

This amount will be 3% of the balance outstanding as on the Statement Date, In case, the minimum Payment is not received by the Payment Due Date, use of the Card may be suspended at the discretion of the Bank.

## 6. Interest:

Interest will accrue from Statement Date on the balance outstanding in the Card Account, less any credits that have been received by the payment Due Date. Interest will be charged to the Card Account on the following Statement Date, at the prevailing rate and will be subject to change at the Bank's discretion. No interest will be charged provided the outstanding balance in the Card Account is settled in full by the Payment Due Date.

## 7. Over-Limit Charge

At each occurrence when the Cardholder utilizes the Excess Limit Amount for the applicable Card Account, the Cardholder must repay the Excess Limit Amount including any Interest and excess limit fees and charges. The Interest and excess limit fees and charges shall be at a rate as set out in the schedule of fees which may be varied at the discretion of the Bank from time to time and notified to the Cardholder.

**8. Cash advance fee:**

Cash advance charge payable by Cardholder for availing cash, at the rate specified by the Bank from time to time, will be debited to the Card Account.

**9. Ownership of the Card:**

The Card remains the property of the Bank at all times. On request, all or any Cards issued must be returned immediately to the Bank.

**10. Supplementary Card:**

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

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

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

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

**11. Termination:**

The Cardholder may terminate the Agreement by written notice to the Bank, and shall be effective on returning all cards and upon full payment of all liabilities, including any outstanding Card Transactions affected but not yet charged to the Card Account. The outstanding amount will be payable on termination or on the Principal Cardholder's bankruptcy or death. The Principal Cardholder shall keep the Bank indemnified against all costs and charges (including legal fees), in

recovering such outstanding. The Bank may terminate the Agreement at any time by canceling or refusing to renew the card.

Upon cancellation of the card by the Cardholder, the Bank will block any account in the principal Cardholder's name for an amount equal to the credit limit for a period of 45 days after cancellation.

This amount shall be held as security against any card transactions entered into by the Cardholder prior to the cancellation of the card. Any residual balance under the block will be released after all sums due to the Bank are recovered. Alternatively, the Cardholder may provide a guarantee acceptable to the Bank to cover the liability.

**12. The Card and PIN:**

The Cardholder shall not permit any other person to use the Card and PIN, and keep it under his/her personal control.

**13. Loss of the Card and PIN:**

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



Upon discovery of the loss or theft of the card and/or PIN, the Bank's Contact Center on 24577177, Card Service or any member Bank displaying the card must be notified immediately by telephone, fax message and promptly confirm in writing immediately, supported by a police report evidencing a complaint lodged for the loss of the Card.

The Cardholder shall be liable for all accounts debited to the Card Account as a result of the unauthorized use of card until confirmation of its loss or theft has been received in writing by the Bank or a member Bank displaying the card logo.

In the event the Cardholder recovers the lost or stolen Card/s, the Cardholder shall return the recovered Card/s to the Bank immediately.

The Bank will be under no obligation to issue a replacement Card to the Cardholder following its loss or theft. Any replacement card will be subject to necessary fee.

#### **14. Set Off:**

In addition to any general right to set-off or other rights conferred by the law to the bank, the Cardholder agrees that the Bank may in its absolute discretion at any time and without notice combine and consolidate all or any account held with the Bank of whatever description and where so ever located and in whatever currency or set-off or transfer any sum standing to the credit of any such account towards discharge of all amounts due to the Bank

#### **15. Chargeback and Refunds:**

The Cardholder shall examine each statement issued in respect of the Card Account and shall notify the Bank of any alleged error therein, within 15 days from receipt of the Statement, failing which it will be conclusively considered as correct between the Bank and the Cardholder.

The card account will be credited with a refund in respect of a Card Transaction only if the Bank receives a refund voucher or other refund verification acceptable to it.

The Bank shall not be responsible for goods or services purchased by a Cardholder using a card. The card account will be credited in respect of the Chargeback amount until the transaction under dispute is resolved after examination of the appropriate evidence. If the dispute is not resolved in the Cardholder's favor, then the Cardholder will be responsible for the entire disputed amount.

#### **16. Amendments:**

The Bank reserves the right to amend these Terms and Conditions from time to time. The Bank will deem that the Cardholder has accepted the amended Terms and Conditions, if the Cardholder continues to keep or use the card thereafter.

#### **17. Offers:**

The Bank may, from time to time, by its own initiative, and/or in conjunction with other Merchants, and/or service providers, extend special offers / benefits / programs to its Cardholders ("Offers").

These Offers are only offered to such Cardholders as determined by the Bank from time to time, whose Cards are not blocked / suspended / terminated and are considered to be in good standing as determined by the Bank.

Terms and Conditions in relation to current Offers may be found on the Bank's website at: [www.ahlibank.om](http://www.ahlibank.om). Some offers provided by the Bank are also bound by terms and conditions laid out by the Merchant(s), a link to which is available on the Bank's website. By agreeing to use this Card and/or availing the offers, the Cardholder accepts the Terms and Conditions as stated on the website for the use of these offers.

Offers are subject to change. Without prejudice to any rights and remedies that are offered to the Cardholder by law, the Bank reserves the right to cancel / suspend / change / substitute Offers without the prior consent of the Cardholder. By accepting these terms and conditions, the Cardholder represents that he/she is solely responsible for reviewing all updates/changes to the Offers as published on the Bank's website from time to time.

The Cardholder agrees and understands that the Offers are provided as an additional benefit to the Cardholder, and that the Cardholder will not be entitled to claim any compensation, loss, damage, liability, expense that is attributable directly or indirectly, to the Bank as a result of the change in these Offers.

## **18. Disclosure of Information:**

The Cardholder authorizes the Bank to disclose information to such persons concerning the Cardholder or Card Account as the Bank deems appropriate, necessary or desirable in connection with the provision of the services and the enforcement of any rights and/or the performance of any obligation arising in respect of the Card Account.

## **19. General:**

The Bank shall not be liable if it is unable to perform its obligations under the Agreement due (directly or indirectly) to the failure of any machine, data processing system or transaction link, refusal of any merchant or financial institution to honour and accept the card or malfunction of any ATM or anything outside the control of the Bank, its agents, sub-contractors, service providers or promotional program partners.

In case the Bank is unable to produce or send a statement, the Primary Cardholder's liability for interest shall continue and for the purpose of calculating interest and establishing the date on which payment is due, the Bank may select a date each month as statement date.

The Cardholder must immediately notify the Bank in writing of any change in employment or business or address or telephone numbers or mobile telephone numbers.

The Cardholder undertakes and agrees to indemnify the Bank against any loss, damage, liability, cost and expenses which the Bank may incur by reason of these terms and conditions or any breach thereof or the enforcement of the Bank's rights as herein provided.

In case the Bank, on behalf of the Primary Cardholder, enters into any agreement

with insurance companies and other international institutions for the procurement of certain benefits to the Cardholder, it will be the sole responsibility of such companies and institutions to execute those benefits.

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

## **20. Jurisdiction:**

The Terms and Conditions of the Agreement shall be construed in accordance with and governed by the laws of the Sultanate of Oman and the Cardholder hereby irrevocably submits to the jurisdiction of the courts of Oman or any successive body thereto, without prejudice to any right of the Bank, at its option, to take proceedings in the courts of any other country or jurisdiction.

