

Burgan Bank

# Credit Cards

## terms & conditions



24-hour telephone banking

**1 804080**

[www.burgan.com](http://www.burgan.com)



بنك بروتيان  
**BURGAN BANK**

driven by you

By signing, activating or using the Burgan Bank credit Card, you have agreed to be bound by these terms and conditions.

### Section 1: Definitions

1. The "Bank" means Burgan Bank
2. The "Card" means any Card issued by the Bank
3. The "Primary Cardholder" means any person whose name the account is maintained under and who is named in the application for the Card and with whom the Bank concluded the Agreement.
4. The "Additional Cardholder" means any person authorized by the Cardholder and to whom the Bank agrees to issue a Card upon the request of the Cardholder.
5. The "Cardholder" means the primary cardholder or any additional cardholders.
6. "Revolving Cardholder" means the Cardholder who may avail of the Flexible payment as stated in point number 3, section 2.
7. "Non Revolving Cardholder" or "Charge Card Cardholder" means the Cardholder who shall pay the whole outstanding amount on the settlement date.
8. "Billing Day" means the business day the Cardholders account is billed and a statement is prepared.
9. The "Card Account" means the Cardholder's account opened and conducted by the Bank to be used to record operations or Transactions and charges connected with the use of the Card.
10. "Credit Limit" means the MAXIMUM debit balance allowed on the account, as determined by the Bank and complied with by the Cardholder.
11. "Pin" means any personal identification numbers issued to the Cardholder or subsequently selected by the Cardholder where self selection is available.
12. "Statement Day" means the business day determined by the Bank to settle the Card Account or to make the minimum payment indicated in the account's statement.
13. "Transactions" mean any transaction under which payment for goods and/or services made by use of the Card or, where permitted by the Bank, the Card number, or any cash transaction made by use of the card or by use of the card number.
14. "Due Balance" means the balance due on the Cardholder on the date of statement (or date of settlement) as agreed between the Bank and the Cardholder.

### Section 2: Terms & Conditions

1. Card shall be exclusively used by the Cardholder to whom the Card is issued and within the allowed limits.
2. Cardholder shall not allow any other person to use the Card and shall be liable to pay all expenses of the services obtained by any other person using the Card with or without his approval.
3. Revolving Cardholder may avail of the "flexible payment" service offered on the Card. In this case he can pay a certain percentage of the value of the monthly (subject to minimum amount of 20 KD) bills, which must not be less than 8.33% of the total outstanding balance in addition to the amounts exceeding the maximum withdrawal limit.
4. Cardholder shall take all necessary measures and precautions to safeguard the Card. He shall be fully responsible for the usage of the Card and the relevant PIN number as well as for all the consequences that may result from loss or theft or usage contrary to these terms and conditions. Cardholder shall be liable to indemnify the Bank for damages or losses that may result from the same.
5. If the Card is lost or stolen the Cardholder must immediately inform the Bank. The Cardholder will be liable for all charges incurred on

the said card; till the Card is reported lost to the Bank by the customer and usage on it is suspended as a result of such reporting. The Bank may, without referring or issuing notice to the Cardholder, give the police or other relevant authorities any information about the loss or theft of a Card.

A Cardholder may report a Card lost over the telephone using the Bank's phone banking platform (804080). The Bank will upon adequate verification, suspend the Card Account and will not be liable for any inconvenience caused to the Cardholder on this account.

If the Cardholder loses his MasterCard or Visa Card overseas, he may either call Bank's phone banking platform or he may report the loss through the Visa or MasterCard Global Emergency Assistance Helplines. In case the Cardholder uses the Visa or MasterCard Emergency Assistance Services then the charges would be as applicable.

The Cardholder shall take cognizance of the fact that once a Card is reported lost, stolen or damaged and is subsequently found, the same shall be promptly cut in half, or if required by the Bank, returned to The Bank for cancellation and adequate care taken to prevent its misuse. The Cardholder acknowledges that the Cardholder shall not use such a recovered/found card and shall ensure destruction or return to the Bank of such Card.

The Cardholder is responsible for the security of the Card and shall take all steps towards ensuring the safekeeping thereof. In the event the Bank determines that the aforementioned steps are questionable, financial liability on the lost or stolen Card would rest with the Cardholder and could even result in cancellation of the Account. The Cardholder acknowledges and agrees that he will be liable for all losses in the event he has acted fraudulently or negligently. Further, if the Cardholder acts without reasonable care, the Cardholder agrees that he shall be liable for all losses incurred as a consequence thereof. This may apply if the Cardholder fails to follow the safeguards as specified by the Bank in the Terms and Conditions or otherwise.

Charges for issuing a Replacement Credit Card will be set by Burgan Bank. Kindly refer to the Credit Card list of fees.

6. Cardholder undertakes to abide by the allowed credit limit of amounts. Any excesses shall result in a monthly penalty of 0.5% (half percent) of the amount in excess of the allowed credit limit. Such fee shall be debited on the Cardholder's account at the end of the month.
7. All the amounts resulting from the Cardholder's usage of the Card shall be debited by The Bank on the day the Bank deems fit, advising the Cardholder of the same in due course.
8. Cardholder may pay the amount due on him in whole or in part at any time. A service fee of 0.5% (half percent) shall be charged on the outstanding balance on monthly basis. Cardholder undertakes to ensure that sufficient funds are available in his account to cover all his withdrawals and transactions conducted through the Card.
9. The Cardholder is obligated to payment of the specified interest of 2.5% above the declared Central Bank discount rate on debit balances posted on his Card's account that have not been paid.
10. The following KD amounts shall be charged on Card account:
  - a. Membership fee payable for one time upon acceptance of the application.

- b. Subscription fee payable for one time for each year of subscription on the date specified by the Card.
    - c. All expenses and amounts resulting from the Cardholder's use of the Card.
    - d. All expenses and fees encumbered in the course of demanding the Cardholder to pay the debit balances resulting from the use of the Card
    - e. All Other incidental charges in respect of additional services provided to the cardholder
  11. The Bank shall have the right to change or modify any of the KD amount fees charged to the Cardholder on Card account at any time the Bank deems appropriate after notifying the Cardholder of the same on his permanent address available with the Bank.
  12. Cardholder authorizes the Bank to use any credit balances and any other rights with it or with any branch inside or outside Kuwait or any subsidiary of the Bank to pay any debit balances due on the Cardholder for the Bank. Such measure shall be valid and enforceable against the Cardholder without the need for warning, notice or any other legal proceeding.
  13. Cardholder recognizes the Bank's books and records as fully authentic, constituting a conclusive evidence of the liabilities that become due on the Cardholder as a result of using the Card. He shall have no right to protest to the correctness of the same in any way whatsoever and waives the right to demand to have the Bank's books, records and entries relating to such liabilities verified before the court.
  14. The Bank shall not be held liable for any damages resulting from a defect in the ATM for technical reason or otherwise.
  15. Cardholder acknowledges that the indebtedness indicated in the statement of account is correct unless he files an objection thereto with the Bank within 15 days. If such statement is not received by the Cardholder within the first fifteen days of the month, he shall notify the Bank within the following three days.
  16. The Bank shall have the right to decrease the maximum withdrawal limit allowed to the Cardholder at any time to the amount the Bank deems appropriate and also to cease the flexible payment service at any time after notifying the Cardholder of the same on his permanent address available with the Bank. Once this service is stopped, the due amount becomes immediately payable in full without the need to notify the Cardholder anew
  17. The Bank shall remain the owner of the Card and the relevant PIN and may cancel the Card and PIN at any time without stating the reasons therefore and without the need for advanced notice. No liability whatsoever shall arise from such cancellation. All amounts due on the Cardholder shall become immediately payable in addition to the service fees and penalties provided for above.
  18. Cardholder may cancel his membership at any time with a written notice to the Bank, in which case he should return the Card.
  19. If membership is cancelled by the Cardholder or the Bank in accordance with the preceding clauses, the Cardholder's liability towards the Bank shall remain standing for a minimum period of 45 days from the date the Card is returned. In all such cases, the Cardholder shall be liable to honor all the obligations that may arise from the use of the Card.
  20. If the Cardholder's property is put under attachment or liquidated under judgment or if he is declared bankrupt or insolvent or becomes in default of payment or dies, the Card shall be stopped and the debit balance in the Cardholder's account shall fall due immediately without the need for warning or any other legal measure.
  21. Cardholder undertakes to notify the Bank in writing of any subsequent change to his address. All papers, notices, vouchers, demands, letters and similar correspondence addressed to the Cardholder in connection with the implementation of these conditions shall be considered legally and properly served if sent to the address indicated in this application or to the last address notified by the Cardholder to the Bank.
  22. The Bank shall have the right to amend these terms and conditions after notifying the Cardholder in the way the Bank deems fit.
  23. Cardholder hereby authorizes the Bank to obtain his residence and work addresses as well as any future changes or amendments there to from the Public Authority for Civil Information without any liability on the authority.
  24. The Cardholder certifies that the Bank facilitates full access to its credit Card statement of account via the internet on the website (www.beebank.com) or via telephoning (804080); and that this service is available 24/7. The Cardholder also certifies that he/she will review this statement twice a week at least, without having the right to have any objection against the transaction/s before one month of conducting the transaction/s. Objections should be made in writing. The Cardholder also certifies that all the transactions made by his/her credit Card outside the territories of the State of Kuwait can not be overruled unless conducted after the Cardholder has already informed the Bank of credit Card theft or disclosure of its pin code. The Cardholder certifies that all the formal notices and correspondences made under these terms and conditions are explanatory and sent to the Cardholder's address; so that the Cardholder can not claim of not receiving such formal correspondences.
  25. The word "Bank" when speaking of notifications which the Cardholder is obligated to send to the Bank means "Credit Card Department" and no notification issued by the Cardholder is considered if it is not addressed to the "Credit Card Department".
  26. The Cardholder certifies that he/she is fully responsible for the issuance of supplementary Cards and any terms and conditions that are applied to it. The Cardholder also certifies the commitment of the supplementary Card holder to adhere to the Terms and Conditions set forth in this agreement.
  27. The Cardholder hereby authorizes the Bank to claim the amounts resulting from the use of, and the amounts due on the Card as solely determined by the Bank, from other accounts of the Cardholder with other Banks. The Cardholder further authorizes the Bank to provide other Banks with a copy of this agreement to prove the authorization of claim.
  28. The Cardholder understands and acknowledges that it is the Cardholder's duty to follow all laws, rules, regulations and guidelines issued by the Government of Kuwait and/or the Central Bank of Kuwait and/or any other relevant statutory authority.
- The Cardholder accepts full responsibility for wrongful use in contravention of any laws, rules, regulations and guidelines issued by the Government of Kuwait and/or the Central Bank of Kuwait and/or any other relevant statutory authority and unconditionally undertakes and agrees to indemnify the Bank and keep the Bank indemnified

against any loss, damage, interest, conversion or any other financial charge or any other liability whatsoever that the Bank may incur and/or suffer on account of the Cardholder committing violation of the Terms and Conditions and/or the laws, rules, regulations, circulars, guidelines and instructions issued by the Central Bank of Kuwait and/or the government of Kuwait and/or any other statutory body in respect thereof from time to time. This Clause shall survive the termination of the Terms and Conditions.

29. The Bank has the right to appoint collection agents and or collectors on its behalf to recover the outstanding dues from the Cardholder. Such an appointment would not be deemed as a breach of the confidentiality of information principle. The Cardholder shall not have the right to protest thereto, because the rationale behind appointing the collection agents and/or collectors is to achieve the interest of the Bank by collecting its debt. Such an exception absolves the Bank from its obligation to preserve the confidentiality of information, since the disclosure of the real financial position of the Cardholder is necessary to collect the Bank's rights from the Cardholder.

30. **Consent**

- a. The Cardholder authorizes the Bank, in addition to any other right enjoyed by the Bank, that the Bank shall be entitled, subject to applicable laws, rules, regulations and guidelines issued by the Government of Kuwait and/or the Central Bank of Kuwait and/or any other relevant statutory authority from time to time, with adequate/requisite notice to the Cardholder, to disclose and disseminate to the Bank or to a court of law or any other competent authority or to any third person, as the case may be, the credit information of the Cardholder in its possession.
- b. In addition to what has been stated above, the Cardholder acknowledges that, as per existing business practices, the Bank is authorized to share Cardholder information with any existing or future credit bureaus as determined by the Bank from time to time. The Cardholder further acknowledges that the Bank is entitled to and the Cardholder specifically authorizes the Bank to share such information with adequate/requisite intimation to the Cardholder, and such information may pertain to positive or negative performance/default by the Cardholder.
- c. The Cardholder expressly recognizes and accepts that the Bank shall, without prejudice to its right to perform such activities itself or through its officers or employees, be entitled and have full power and authority to appoint one or more third parties as the Bank may select and to delegate to such third party all or any of its functions, rights and powers under the Cardholder Agreement relating to administration of the Credit Card including the right and authority to collect and receive on behalf of the Bank from the Cardholder any payments and other amounts due by the Cardholder under the Cardholder Agreement and to perform and execute all lawful acts, deeds, matters and things connected therewith and incidental thereto including sending notices, attending the residence or office of the Cardholder or otherwise contacting the Cardholder (or any authorized signatory(ies)/representative(s) of the Cardholder) receiving cash/cheques/drafts/mandates from the Cardholder (or any authorized signatory(ies)/representative(s) of the Cardholder) and giving valid and effectual receipts and discharge to the Cardholder. For the purpose aforesaid, the Bank shall be entitled to disclose to any third parties (or any authorized signatory(ies)/representative(s) of the Cardholder) all necessary or relevant information pertaining to the Cardholder and the Credit Card and the Cardholder hereby consents to such disclosure by the Bank. Notwithstanding the

above, in the event of any default by the Cardholder, the Cardholder expressly accepts and authorizes the Bank and/or any such third party as the Bank may select to contact any third party(ies) (including any authorized signatory(ies)/representative(s) of the Cardholder, adult family members, accountants, secretary, etc. of the Cardholder) and disclose all necessary or relevant information pertaining to the Cardholder and the Credit Card and the Cardholder hereby consents to such disclosure by the Bank (and/or any such third party as the Bank may select). The Cardholder further expressly authorises the Bank (and/or any such third party as the Bank may select) to receive payments or such other security as may be offered by such third parties (including any authorized signatory(ies)/representative(s) of the Cardholder, adult family members, accountants, secretary, etc. of the Cardholder) towards discharge of outstandings on the Card.

31. **Purchases**

- a. The Cardholder can use the Card to pay for charges incurred for transactions conducted by the Cardholder at the Merchant Partners and the Merchant Partner accepting bank's Cards, as the case may be, however, the Bank and the Merchant Partners concerned reserve the right at any time to refuse without any notice to permit the use of the Credit Card at the Merchant Partner for any reason whatsoever.
- b. In case of the issued / activated Bank's Card, the Card may be used only within the Credit Limits notified by the Bank to the Cardholder or within the Credit Limits fixed by the Bank from time to time.
- c. The Card may be used only for lawful, bonafide personal or official purposes and its use is neither permitted for any money laundering, anti social or speculative activities nor to be exploited commercially in the business of the Cardholder. It is clarified that charges incurred may, in case of some Merchant Partners, include a charge for the availment of the purchase or other facility. The Bank may render Statements at the address indicated on the Statement and the charges therein are payable by the Cardholder to the Bank. The Cardholder must collect the charge slip at the time of signing the charge slip. Cardholders acknowledge and understand that the copies of charge slips will not be provided normally by the Bank. However, at its discretion, the Bank may provide at the Cardholder's request copies to the Cardholder, subject to additional charges.
- d. Without prejudice to anything contained hereinafter in the Terms and Conditions, the Cardholder acknowledges and understands that in terms of relevant guidelines issued by the Central Bank Of Kuwait, an International Credit Card cannot be used on the internet or otherwise for purchase of prohibited and/or for such other activities, items or transactions which are banned or prohibited under the Kuwaiti law or Central Bank Of Kuwait or by any other authority or under any other applicable laws or regulations from time to time.
- e. Without prejudice to anything contained in the Terms and Conditions, the Cardholder accepts that the Bank may selectively agree to provide him with the facility of effecting mail order or telephone order purchases. The Cardholder is aware that in case of mail order or telephone order purchases, the charge slips will not be signed by the Cardholder at the time of the purchase and accordingly all such charge slips pertaining to such mail order or telephone order purchases shall be deemed to have been signed by the Cardholder and hence the Cardholder, accepts and confirms that in the event of any dispute regarding the authenticity or validity of such purchase or charge, for any reason whatsoever, the Cardholder will clear all Card outstandings and such dispute shall be a matter between and be

settled by the Cardholder with the concerned Merchant Partner and the Bank shall not be liable, in any manner whatsoever, for the same.

### 32. Emergency Cash

- a. The Cardholder can use the Card to access cash in an emergency from Automated Teller Machines ("ATMs") located at branches of the Bank and from other locations as decided periodically subject to the additional terms applicable to usage of ATMs. The Card can be used to withdraw cash from all ATMs overseas which carry the Visa or MasterCard logos if the Cardholder holds a Visa or a MasterCard, or the Diners Club or Cirrus logo if the Cardholder holds a Diners Club Card.
- b. The minimum and maximum amount that can be accessed in a single charge on the Card will be specified or fixed by the Bank periodically. The total amount that can be outstanding at any point in time would be governed by limits set up periodically. The Cardholder is advised to retain the record of the charge transaction generated by the ATM with him. A transaction fee would be levied on all such charges and would be billed to the Cardholder in the next Statement. A transaction fee of 4% (subject to a minimum of KD 1) will be levied. The transaction fee is subject to change at the discretion of the Bank from time to time with prior notice to the Cardholder.
- c. The Cardholder has the facility of accessing cash through the use of the Card in the ATMs that accept the Card. To enable such use, an ATM-Personal Identification Number (PIN") will be issued to the Cardholder and for the convenience of the Cardholder. The Cardholder agrees that:
  - I. The Cardholder shall not disclose the PIN to any person and shall take all possible care to prevent its discovery by any person;
  - II. The Cardholder shall be fully liable to the Bank for all transactions made with the PIN and / or the Card whether with or without the knowledge of the Cardholder
  - III. The Bank may at its absolute discretion issue a replacement Card with a new PIN for any loss or stolen Card or a new PIN on the existing Card on these Terms and Conditions or such other Terms and Conditions at the Bank may deem fit;
  - IV. Subject to the foregoing sub-clauses, the Cardholder will not hold the Bank liable in any manner whatsoever, in case of fraudulent/unauthorised use of the PIN through the Card falling in the hands of any third party or through the PIN coming to the knowledge of any third party.
- d. The Cardholder acknowledges that the facility of cash withdrawal is made available by the Bank on a best effort basis and will not hold the Bank responsible or liable in any manner for any consequences whatsoever in case of inability of the Cardholder to withdraw cash at an ATM on account of malfunction of the ATM or inadequate cash balance at the ATM or closure of an ATM site or otherwise howsoever.

### 33. Insurance

- a. Insurance covers are not provided by the Bank. Exclusions/limitations are applicable as per policies issued by the concerned insurance company. The Cardholder specifically acknowledges that the Bank will not be liable in any manner whatsoever by virtue of any insurance cover provided, whether or not

the premium for such insurance cover is paid by the Cardholder. The Cardholder acknowledges that the concerned insurance company will be solely liable, for all such insurance related claims/matters and the Cardholder shall not hold the Bank responsible for any matter arising out of or in connection with such insurance cover, whether for or in respect of any deficiency or defect in such insurance cover, recovery or payment of compensation, processing or settlement of claims or otherwise howsoever, and all such matters shall be addressed to and sorted out directly with the concerned insurance company and to the exclusion of the Bank and no communication in this regard will be entertained by the Bank. However, there could be specific exceptions to the aforesaid for certain insurance covers offered wherein the Bank may assist (but not obliged to) in informing about and collecting claim documentation and these will be communicated at the time of selling such insurance covers.

- b. The Cardholder acknowledges that the insurance cover so provided will be available to the Cardholder only as per the terms of the relevant insurance policy in force, and only so long as the Cardholder is and remains a Cardholder of the Bank with his Account being maintained in good standing, and on the Card being withdrawn (whether temporarily or permanently) for whatever reason, the benefit of such insurance cover shall automatically cease to be available from such date of cessation of Card. Further, the Cardholder also agrees that even during the continuation of his Card, the Bank may at any time (in its sole discretion and without giving any notice thereof to the Cardholder or assigning any reason thereof) suspend, withdraw or cancel the benefit of such insurance cover, and there will be no binding obligation on the Bank to continue this benefit.
  - c. The insurance benefits provided are as per the Terms and Conditions of the policies effected with the concerned insurance company. The Cardholder acknowledges that the Bank reserves the right to add, change, modify or completely withdraw any or all benefits provided with notice to the Cardholder.
34. **Death of a Cardholder** : Without prejudice to anything contained herein, in the event of death of a Cardholder, the Bank reserves the right to pursue all courses available to it under law and equity to recover any Card outstandings, including recovery of the Card outstandings from any applicable insurance cover or from the heirs/ executors/administrators/family members of the Cardholder or from the Account by way of lien or set-off of all the Card outstanding dues against the credit balances available in any of the Accounts.

### 35. Disputes

- a. Any charge slip or other payment requisition received from a Merchant Partner by the Bank for payment shall be conclusive proof that the charge recorded on such charge slip or other requisition was properly incurred in the amount and by the Cardholder referred to in that charge slip or other requisition, as the case may be, by the use of the Charge/Credit Card, except where the Card has been lost, stolen or fraudulently misused, the burden of proof for which shall be on the Cardholder. The other payment requisition referred to in this Clause shall include any and all payments pertaining to permissible expenses incurred by a Cardholder at a Merchant Partner by use of the Card which is not recorded on a charge slip.
- b. Any disputes/complaints/grievances other than those stated above shall be referred to the Bank by the Cardholder within a period of 15 days from the date of happening of the event to which such dispute/complaint/grievance relates.

### 36. Quality of Goods and Services

- a. The Bank shall not in any way be responsible for merchandise, merchandise warranty of the goods purchased or services availed of by the Cardholder from Merchant Partners including on account of delay in delivery, non-delivery, non-receipt of goods or receipt of defective goods by the Cardholder. It must be distinctly understood that the Credit Card facility under the Terms and Conditions is purely a facility to the Cardholder to purchase goods or avail of services and the Bank holds out no warranty or makes no representation about quality, delivery, performance, suitability, use or otherwise howsoever of goods and/or services availed of by the Cardholder from the Merchant Partner, and any dispute or claim must be resolved by the Cardholder with the Merchant Partner. The Bank shall not be made party to any disputes between the Cardholder and the Merchant Partner.
- b. The Cardholder hereby confirms and agrees that the existence of a claim or dispute shall not relieve the Cardholder of his obligation to pay all charges and the Cardholder agrees to pay promptly such charges, notwithstanding any dispute or claim whatsoever.
- c. Purchase made on the Credit Card shall remain the property of the Bank, where applicable, till such time the charges pertaining thereto are fully paid by the Cardholder to the Bank. The Bank reserves the right at any time to seize or direct a Merchant Partner or any third party to seize all or any purchases made on the Credit Card if they are or come into the possession, custody or control of The Bank, the Merchant Partner or third party, as the case may be.
- a. Without prejudice to the foregoing, the Bank shall be under no liability whatsoever to the Cardholder in respect of any loss or damage arising directly or indirectly out of
- I. any defect in any goods or services supplied;
  - II. the refusal of any Merchant Partner to honor or accept a Card;
  - III. the malfunction of any computer terminal;
  - IV. the giving of transaction instruction(s) other than by a Cardholder;
  - V. any statement made by any person requesting the return of the Card or any act performed by any person in conjunction thereof;
  - VI. handing over of the Card by the Cardholder to anybody other than designated employees of the Bank at the Bank's premises;
  - VII. the exercise by the Bank of its right to demand and procure the surrender of the Card prior to the expiry date exposed on its face, whether such demand and surrender made and/or procured by the Bank or by any person or computer terminal;
  - VIII. the exercise by the Bank of its right to terminate an Card or the Card Account;
  - IX. any injury to the credit character and reputation of the Cardholder alleged to have been caused by the repossession of the Card and/or any request for its return or seizure of all or any purchases made on the Credit Card or the refusal of any service establishment/mail order establishment to honor or accept the Card;
  - X. any mis-statement, mis-representation, error or omission in any details disclosed by the Bank or its agents or representatives;
  - XI. decline of a charge because of exceeding credit limits, or the Bank becoming aware of the Cardholder exceeding his entitlements;
  - XII. inability of the Cardholder to withdraw cash at any ATM;

XIII. malfunction of any communication or other equipments resulting in the inability of the Cardholder to avail of any facilities or to access any services;

XIV. any defect in any services concerned insurance company or adequacy of insurance cover.

- d. In the event a demand or claim for settlement of outstanding dues from the Cardholder is made either by the Bank or any person acting on behalf of the Bank, the Cardholder agrees and acknowledges that such demand or claim shall not amount to be an act of defamation or an act prejudicial to or reflecting upon the character of the Cardholder, in any manner and the Cardholder absolves the Bank and its employees and officers of all liabilities in this regard.

### 37. Additional Cards

- a. With respect to other multiple/joint accounts, the holder of any Additional Credit Card on the account and the individual Cardholder authorising its issuance are jointly and severally bound by the Terms and Conditions and the Cardholder though primarily responsible, assumes joint and several liability for all charges incurred by the Additional Cardholder.
- b. The facility of an Additional Card being a special facility, continuation of the Card of the Additional Cardholder will be dependent on continuation of Card of the Primary Cardholder.
- c. The facility of an Additional Card will stand terminated in case of termination of Card of the Primary Cardholder. The liability of the Additional Cardholder for payments to the Bank is joint and several with the Primary Cardholder.

### 38. Events Of Default

- a. The occurrence of any of the following events (herein referred to as "Events of Default") shall qualify as an Event of Default, and at the option of The Bank, The Bank shall be entitled to give notice to the Cardholder declaring that all sums of interest, costs, charges and expenses and other sums remaining outstanding under or in respect of the Card are due and payable and upon such declaration, the same will become due the payable forthwith, notwithstanding anything to the contrary in this Terms and Conditions or in any other agreement(s) or instruments. Further, the Bank will, at its sole discretion, have the right to close the Account in case of an Event of Default.:-

#### I. Payment of Dues:

If any delay shall have occurred in payment of any dues under the Card and / or in payment of any other amounts (including special payment plans such as rewrites/settlements) or any part thereof due and payable to the Bank in terms of these Terms and Conditions.

#### II. Performance of Covenants:

If default shall have occurred in the performance of any other covenants, conditions or agreements on the part of the Cardholder under these Terms and Conditions;

#### III. Supply of misleading information:

If any information given by the Cardholder to the Bank in the Card Application or otherwise is found to be misleading or incorrect in any material respect;

#### IV. Failure to furnish information / documents:

If the Cardholder fails to furnish any information or documents required by the Bank;

#### V. Death

Where the Cardholder dies;

#### VI. Default on other loans/facilities

If the Cardholder makes a default in performance of any of the terms, covenants and conditions of any loans/facilities provided by the Bank or any other banks, financial institutions or other persons, to the Cardholder;

#### VII. Insolvency

If the Cardholder commits an act of insolvency or makes an application for declaring himself an insolvent or an order is passed against the Cardholder declaring him an insolvent;

#### VIII. Material Adverse Change

There occurs any material adverse change in the financial condition of the Cardholder or any other event or circumstance, which in the sole opinion of the Bank prejudicially affects the Bank's interest;

#### IX. Involvement in Civil Litigation and Criminal Offence

If the Cardholder is involved in any civil litigation or criminal offence or if proceedings by any authority, court of law or professional body or association, for any misconduct or breach/violation of any law or regulations or code of conduct, etc., are taken against the Cardholder; or

X. There exists any other circumstance which in the sole opinion of the Bank jeopardizes the Bank's interest.

b. In the event of the Cardholder committing any act of default and/or on the occurrence of any Event of Default as aforesaid, then notwithstanding anything to the contrary herein contained, or in any other agreement, document or instrument between the Cardholder and the Bank, the Bank shall be entitled at its absolute discretion to inter alia:

I. Call upon the Cardholder to pay forthwith the outstanding balance on the Card together with interest and all sums payable by the Cardholder to the Bank under these Terms and Conditions and/or any other agreements, documents or instruments between the Cardholder and the Bank;

II. Exercise the Bank's right of lien and set-off all monies and accounts standing in the Cardholder's name in the Bank.

III. Without prejudice to the above, the Bank shall have the right to proceed against the Cardholder independent of any right of lien/set-off to recover the outstanding dues from the Cardholder.

IV. If any dues or outstandings payable by the Cardholder to the Bank hereunder remains due and payable for a period of 7 (seven) consecutive months or more, the Cardholder shall be reported as a 'willful defaulter' with the Central Bank of Kuwait or any other authority.

#### 39. Disclosure

a. The Cardholder acknowledges that information on usage of credit facilities by Cardholders are exchanged amongst banks and financial entities which provide credit facilities. The Bank may report to other banks or financial entities any delinquencies in the Account or withdrawal of the Cardholder's credit facility. Based on adverse reports (relating to creditworthiness of the Cardholder or his family members) received, the Bank may, after sending notice in writing, cancel the Card whereupon the entire outstanding balance in the Card Account as well as any further charges incurred by use of the

Card, though not yet billed to the Account, shall be immediately payable by the Cardholder. The Bank shall not be obliged to disclose to the Cardholder the name of the bank or financial entity, from which it received or to which it disclosed any information.

b. Notwithstanding the aforesaid, the Cardholder hereby acknowledges and agrees that as a precondition relating to the grant of facilities under the Terms and Conditions to the Cardholder, the Bank requires the Cardholder's consent for the disclosure by the Bank of, information and data relating to the Cardholder, of the credit card facility availed of/to be availed, by the Cardholder, obligations assured/to be assured, by the Cardholder in relation thereto and default, if any, committed by the Cardholder, in discharge thereof. Accordingly, the Cardholder hereby acknowledges, agrees and gives consent for the disclosure by the Bank of all or any such information and data relating to the Cardholder; the information or data relating to any credit card facility availed of/to be availed by the Cardholder; and default if any, committed by the Cardholder in discharge of such obligation as the Bank may deem appropriate and necessary, to disclose and furnish Central Bank of Kuwait and/or any other agency authorized in this behalf by Central Bank Of Kuwait.

c. The Cardholder further declares that the information and data furnished by the Cardholder to the Bank are true and correct.

d. The Cardholder also acknowledges and understands that: the Central Bank Of Kuwait and any other agency so authorized may use, process the said information and data disclosed by the Bank in the manner as deemed fit by them; and Central Bank Of Kuwait and any other agency so authorized may furnish for consideration, the processed information and data or products thereof prepared by them, to banks/financial institutions and other credit grantors or registered users, as may be specified by the Central Bank Of Kuwait in this behalf.

e. Without prejudice to anything contained herein, the Cardholder expressly consents to the transfer and disclosure of any information relating to him to and between the Bank's branches, subsidiaries, representative offices, affiliates and agents and third parties selected by the Bank, wherever situated, for confidential use (including in connection with the provision of any services/facilities offered by the group companies, for data processing, statistical and risk analysis purpose). The Bank and any of the Bank's branches, subsidiaries, representative offices, affiliates, agents or third parties may transfer and disclose any information as required by any law, court, regulator or legal process or for any other purpose as may be determined by the Bank in its sole discretion. The Cardholder further expressly authorises the Bank and/or all the companies/entities/subsidiaries/affiliates and their agents to offer and/or sell to the Cardholder any of the products or services offered by the Bank and/or all/any of the companies/entities/subsidiaries/affiliates

f. The Cardholder hereby undertake to keep the Bank informed and authorise the Bank to update any change in the Cardholder's e-mail ID, Telephone number, Mobile number and Address that the Bank may be informed of or be available with The Bank and/or any of its subsidiaries/affiliates/associates and/or all the companies /entireties/ subsidiaries/affiliates and hereby authorise The Bank to contact me/us, by post, fax, telephone, e-mail, SMS/text messaging.

40. These terms and conditions shall be governed in respect of all the issues not expressly provided for herein and shall be construed according to the commercial and banking practices and laws applicable by the Bank and in the State of Kuwait and by the Visa International and MasterCard International terms and conditions. The Kuwaiti Court shall be the competent court to settle any disputes arising between the parties hereto.

41. If the Cardholder fails to settle the due balance within 60 days from the due date, and unless the Bank agrees to postpone the due date, the Card shall be frozen and shall not be activated except after payment of the due amount in full. If the delay period exceeds 90 days, the Card shall be frozen and shall be allowed for use only six months after payment of the due amount in full. In case of repeated default of payment, the Card shall be renewed only one year after the payment of the due amount in full. In case of recurrence for the third time, the Card shall be cancelled and shall not be renewed again.
42. The Card will be billed monthly on the day stated on the delivery letter.
43. The Cardholder certifies that he/she has carefully and thoroughly read the terms and conditions, and that he/she had enough time to review those terms legally, and that he/she was given the full right to accept or deny these terms and conditions which are, if accepted, express that mutual interest and approval of the Cardholder and the Bank.

#### 1. PLATINUM CARD PROGRAM:

Burgan Bank's (the 'Bank') Platinum Program ("the Program") allows Burgan Bank eligible Platinum Cardholders ("Cardholder/s") to benefit from exquisite features as follows:

Benefit	Benefit Details	Provided by
Cash Back	Up to 1.5% CASHBACK on all purchases made using your Visa Revolving Platinum card (subject to T&C)	Burgan Bank
Merchant discounts	Exclusive local merchant discounts on shopping, dining, leisure, entertainment & other merchant categories	Burgan Bank
Free add-on cards	2 free supplementary cards for the first year	Burgan Bank
Call center prioritization	Prioritized queuing at the call centre	Burgan Bank
Travel Insurance	All Burgan Bank Credit Card holders age between 18 years and 69 years and their spouse and children may avail of this cover, for a maximum period of 90 days, outside of Kuwait, provided at least 75% of the travel tickets have been purchased using Burgan Bank credit card.	Burgan Bank
Secure Wallet	Cover for: <ul style="list-style-type: none"> <li>• Credit Card Fraud</li> <li>• Keys &amp; Papers</li> <li>• Mugging</li> <li>• Misuse of SIM Card</li> </ul>	Burgan Bank
Other benefits to existing customers	<ul style="list-style-type: none"> <li>• Upgrade for existing customers at 50% of the annual fee</li> <li>• Lost card replacement – KD15</li> <li>• Damaged card replacement – FREE</li> </ul>	Burgan Bank

SERVICE	DESCRIPTION	Provided by	Fees
Lost & stolen card reporting	Accept and forward a lost and stolen card report on behalf of another Issuer	Visa call centre services	\$35
Cardholder's enquiry	Respond to your enquiry from any part of the world	Visa call centre services	\$7.50
Emergency Card Replacement	Issue and deliver a replacement card to you, in case of a lost or stolen card emergency	Visa call centre services	\$250
Emergency Cash Disbursement	Authorise and arrange to deliver a cash disbursement to you, in case of a lost or stolen card emergency	Visa call centre services	\$175
Medical & Legal Referral	Provide you with medical and/or legal referral	3rd party vendor - ICLP Dubai	Part of BIN fees (no per member fee)
Purchase Protection	Provide you with purchase protection guarantee	3rd party vendor - ICLP Dubai	Part of BIN fees (no per member fee)
Extended Warranty	Provide you with extended warranty guarantee	3rd party vendor - ICLP Dubai	Part of BIN fees (no per member fee)

## 2. ELIGIBILITY

The Program is open to such Platinum Cardholders as determined by the Bank from time to time whose Cards are not blocked, and are in good standing as per the definition of the Bank.

## 3. ENROLMENT

- a. Participation in the Program is automatic for all eligible Platinum cardholders.
- b. The Cardholder may opt out of the Program by sending a written request to the Bank.
- c. The Bank may impose fees on the Program at its absolute discretion, which may be varied from time to time.
- d. Enrolment Date - shall mean the date of signing this document.
- e. Enrolment Year - shall mean "any twelve-month period" commences on the Enrolment Date.

## 4. Cashback -Terms and Conditions

Burgan Bank's Cashback Program ("the Program") allows eligible Cardholders ("Cardholder/s") to accumulate Cashback ("Cashback") on Qualifying Transactions incurred on their Platinum Credit Cards (Card/s) during the Billing Month. Cashback accumulated on such Cards can only be redeemed by credit to the Primary or Supplementary Platinum Cardholder's Card Account. Cashback is defined as an accrued amount earned on qualifying transactions at rates decided by the Bank from time to time at its absolute discretion; and which may be credited to the Primary Cardholder's account on application by the Primary cardholder. Qualifying transactions are defined as the retail transactions and/ or other transactions taking place at Point of Sale Terminals that the Bank defines as eligible from time to time. Only qualifying transactions posted to the Primary or Supplementary Platinum Card Account would be considered eligible for The Cashback Program. The Cashback will accrue as on the date of issuing the Card. The billed amount of the qualifying transaction will be considered for Cashback calculation. Billing Month is defined as the statement period for the Primary Card Account and billed amount is the amount of the qualifying transaction as it appears in the statement of account.

### a. Cash back Details:

- I. The customer credit card spending will be tracked on a monthly basis and the relevant cash back amount credited to the customer card account on monthly due date
- II. Net dues will be reduced by the cash back credit on a monthly basis
- III. 4% cash withdrawal fee to be charged in case the customer withdraws the cash back credit
- IV. No cash back credit after the KD25,000 limit has been reached by the customer
- V. Cash withdrawals not be included in the cash back calculation (only POS and online transactions only)

- VI. Any customer payments and cash back credit will be used together to set off the card outstanding on due date – pls set cash back credit transaction type as "payment"
- VII. Cash back credit for month 1 should be given only at the time of month 2 credit subject to the customer honouring month 1 payment. For charge cards, honoring the payment means making the full payment, and for revolving cards, it means making the minimum outstanding payment.
- VIII. This functionality should exclude the Transactions Charged Back for the purpose of calculation of amount eligible for Cash Back
- IX. Spends will be tracked based on the date of card issuance in the system, and 1 calendar year thereafter. So if your card was issued on 1st July, then spends will be tracked till 30th June the following year.
- X. In addition to the Cash Back being not available on the Cash Withdrawals, this should also not be available on any fees / charges / interest / penalty being levied on the Card and should only be transaction done through POS / Online Transactions / Merchant Outlet.

## B. CASHBACK guide

- I. The Cardholder will earn Cashback at a percentage of qualifying transactions as mentioned on the below -table or may be will be specified by the Bank from time to time.

Qualifying Transactions	Cashback Percentage
250 KD – 10,000 KD	1.00%
10,001 KD – 25,000 KD	1.50%

- II. The Cashback earned by a Supplementary Cardholder(s) will accrue to the account of the Primary Cardholder.
- III. All retail purchases billed to the Card Account under this Program will be deemed to be qualifying transactions and are eligible to earn Cashback. This will not include the following transactions:
  - Balance transfers
  - Cash advances
  - Credit Card Cheques
  - Finance charges
  - All fees charged on the Card by the Bank
  - Transactions reversed by Merchant
  - Any other transactions determined by the Bank from time to time
- IV. A Cardholder cannot accrue Cashback for any retail purchase(s) incurred prior to his/her Enrolment Date.
- V. The Cashback is not transferable by operation of law or otherwise to any other person or entity. The Cashback is an accrual payable solely at the discretion of the Bank; it is not an attachable account balance and neither is it a balance which may be transferred to any other person or entity.

VI. The accrued Cashback has a monetary value on redemption; it can be redeemed only as a credit to the Primary Card account. When redeemed, the equivalent value will reflect as a credit to the Cardholder's Account in the same manner as any other repayment.

VII. The Bank will notify the Primary Cardholder in the monthly card statement of the Cashback accumulated. The Primary Cardholder can only redeem Cashback after it has been reflected as an accumulated balance in the card statement.

VIII. In the event the Primary Card account is voluntarily closed by the Primary Cardholder, the Cashback accumulated on his/her Card can be redeemed within 30 days of closure, subject to the same being requested in writing, otherwise the same shall automatically lapse and shall stand forfeited. In the event of cancellation of the Card for any other reason, all the Cashback accumulated shall stand forfeited. If the Card is blocked or suspended for any reason whatsoever, then the Cashback accumulated shall stand forfeited but may be reinstated, at the sole discretion of the Bank.

IX. The Bank's decision on computation, lapse, cancellation, forfeiture, credit, debit and re-installment of Cashback shall be final, conclusive and binding on the Cardholder.

**C. REDEMPTION & FORFEITURE**

I. The Card must not be overdue, suspended, blocked, cancelled or terminated by the Bank at the time of the receipt of request for redemption of Cashback. In any of the above events, it is at the discretion of the Bank whether the Cashback amount may be redeemed or will be forfeited.

II. On redemption, the Cashback would automatically be subtracted from the Cashback accumulated in the Cardholder's account.

III. Cashback must be redeemed by the Cardholder within 30 days of earning such Cashback. If not redeemed within this period, or such other period as the Bank may decide, such Cashback shall be forfeited and will be reduced from the Cashback Balance reflected in the Statement.

IV. Cashback is not exchangeable for other rewards, or refundable, replaceable, or transferable under any circumstances, nor can this be reconverted back to Cashback accrued.

**5. Merchant discounts:**

Call center staff to be updated on the merchant list and discount rates to handle customer enquiries.

**6. Free supplementary cards for the first year:**

Clear instructions in procedure that such issuance will be free for first year only.

7. All 1st time supplementary card issuances (checked by tracking the primary card issuance date) will be waived the annual fee, and all re-issuances will be charged the normal annual fee

**8. Travel Insurance and Secure Wallet:**

The Cardholder may avail of a travel insurance and secure wallet Policy issued by Gulf Insurance Company as per stipulated conditions thereon.

**9. Upgrade for existing customers at 50% of the annual fee:**

Platinum Card upgrade from Gold Card – KD 50 if more than 6 months since renewal date; KD 30 if less than 6 months since renewal date.

**10. GENERAL**

a. Fraud and/or abuse relating to earning and redemption of Cashback in the Program or any other features may result in forfeiture of the Cashback, canceling other features as well as termination and cancellation of the Card.

b. The Bank reserves the right to cancel, suspend, change or substitute the Cashback or the Cashback conditions or the basis of computation of Cashback or Terms and Conditions of the Program or any other features of the Platinum Program at any time, without giving any intimation to the Cardholder.

c. The Program supplements, but does not in any way amend the Credit Card Agreement (which means the Agreement entered between the Primary Cardholder and the Bank in regard with Platinum Card's issuance) between the Bank and the Cardholder, and any term referenced but not defined herein would be interpreted in accordance with "Credit Card Agreement". Notwithstanding anything contained herein, in the event there is any contradiction between these Terms and Conditions and the Credit Card Agreement, then terms of Credit Card Agreement shall prevail.

d. The Bank would be deemed to have acted in good faith in response to any oral or electronic instruction or inquiry by the Cardholder in respect of any matter in relation to this Platinum Program and the fulfillment of any redemption request or any other features of the Platinum. The Cardholder shall not be entitled to claim or allege any loss, damage, liability, expense, etc. attributable, directly or indirectly, to any such good faith action of the Bank and the Cardholder shall indemnify and hold the Bank harmless in respect thereof.

e. It is understood that this offer does not in any way constitute a legal agreement between the Bank and the Cardholder. The Bank may cancel or/and amend this offer partially or/and entirely with its absolute discretion and the Cardholder has no right in any way to claim against that.

Name: .....

.....

Signature: .....

Date:            /            /

**Fees Table**

<b>Credit cards</b>	<b>Fee's Collected</b>
Issue classic	KD 30/- first year subscription
Issue premier	KD 60/- first year subscription
Issue Platinum	KD 100/- annually
Upgrade from Gold to Platinum Card	KD 50/- if more than 6 months since renewal date. KD 30/- if less than 6 months since renewal date.
Issue Platinum Supplementary Card	Free for first year (for a maximum of 2 cards per CIF)
Renewal of cards	
Classic	KD 20/-
Premier	KD 30/-
Platinum	KD 100/- annually
Supplementary Platinum	KD 10/-
Issue of replace card (lost)	
Classic	KD 30/-
Premier	KD 60/-
Issue of replace card (damaged)	KD 5/- through branch
Issue of replace platinum card (lost)	KD 15/- per card loss
Issue of replace platinum card (Damaged)	Free
Emergency Platinum Card replacement (outside of kuwait - through BB Call center)	KD 15/- per card additional courier fees to be added
Emergency Platinum Card replacement (outside of kuwait - Visa Call Center assisted)	US Dollar 250 per event / request
Issue of replace Burgan Value Credit Card	KD 5/-
(Lost/Damaged)	KD 3/- through call centre
Issue of new pin number	KD 5/-
Issue of Platinum new pin number	Free
Visa/master card statement through call centre	KD 0/250 per page
Visa bills copy	KD 3/-