

Branch Network

Sindh

Ghotki, Hyderabad, Karachi, Kandhkot, Larkana, Mirpurkhas, Nawabshah, Shahdadkot, Sukkur

Punjab

Ahmedpur (East), Arifwala, Attock, Bahawalnagar, Bahawalpur, Bhalwal, Burewala, Chakwal, Chichawatni, Chishtian, Daska, Depalpur, DG Khan, Dina, Faisalabad, Gojra, Gujar Khan, Gujranwala, Gujrat, Haroonabad, Hasilpur, Haveli Lakha, Jehlum, Jhang, Khanewal, Khanpur, Kharian, Kot Addu, Kasur, Lahore, Lalamusa, Liaqatpur, Mandi Bahauddin, Mian Chunnu, Multan, Okara, Pakpattan, Patoki, Rabwah, Rahim Yar Khan, Rawalpindi, Renala Khurd, Sadiqabad, Sahiwal, Sarai Alamgir, Sargodha, Sialkot, Talagang, Toba Tek Singh, Vehari, Wazirabad, Yazman Mandi

Khyber Pakhtunkhwa

Abbottabad, Bannu, Buner, Charsadda, DI Khan, Haripur, Kohat, Mansehra, Mardan, Nowshera, Peshawar, Rawat, Swat

Balochistan

Quetta, Turbat

Federal Capital

Islamabad

Azad Jammu & Kashmir

Chaksawari, Dudial, Mirpur

Northern Areas

Chillas Diamer, Dassu, Gilgit, Skardu

Registered Office

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BlackBOX

January 2020

faysalbank 

Credit Cards

Terms and Conditions

1. DEFINITIONS

“ATM” means an automated teller machine or any card-operated machine or device whether belonging to the Bank or other participating banks or financial institutions or concerns or to the Visa Card or MasterCard global ATM Network, or the affiliated networks thereof, as the case maybe, which accepts the Card.

“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 and generated through IVR (Interactive Voice Recording) to use the Card at an ATM for a Cash Advance

“Bank” means Faysal Bank Limited.

“Card” means the applicable Visa Card, MasterCard and / or any other card including but not limited to co-branded cards, e-card, debit card the second 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 Visa Card account, MasterCard account or any

account pertaining to the Card(s) issued by the Bank 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 every Supplementary Cardmember, if any.

“Card 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 utilized 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, authorized by the Cardmember or purported to have been authorized, 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 in any other form of payment.02 03

“Charges” means the amount payable by the Cardmember to the Bank under the Terms and Conditions, including but not limited to all Card Transactions, Annual Membership and Services Fee, 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 the Terms and Conditions.

“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, import duties and levies of whatever kind and / or amount such as minimum payment fees, delayed

payment fees, cash advance fees, 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 pursuant to an agreement with the Bank.

“Minimum Payment Amount” means either 5% of the Current Balance or a minimum payment amount which the Bank may, at its sole 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.

“Month” means calendar month.

“Multiple Limit” means total credit limit approved for a Cardmember on all of his / her Credit Cards collectively.

“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 Fee(s), charges and other fee(s) applicable to including but not limited to the Card, Card Transactions and / or Card Account, issued by the Bank bi-annually to the Cardmembers and the said schedule is also available at the Bank branches and updated on website of the Bank bi-annually. The Schedule of Charges shall form a part of the Terms and Conditions.

“**Statement of Account**” means the Bank's monthly or other periodic Statement of Account sent to the Cardmember showing particulars of the Current Balance and Minimum Payment Amount due on the Card Account and payable to the Bank on Payment Due Date and brief particulars of Charges and other Liabilities, as the case may be.

“**Service Fee**” 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 may revise the rate of the Service Fee on annual basis by giving 30 day notice to the Cardmember.

“**Supplementary Card**” means the Supplementary Visa Card or the Supplementary MasterCard and / or any other card issued by the Bank

on the Application 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.

“**T PIN**” means the Personal Identification Number issued to the Cardmember to enable the Cardmember a Supplementary Cardmember or selected by a Cardmember or the Supplementary Cardmember and generated through IVR to use the telephone banking facilities made available by the Bank.

The Faysal Bank Chip & PIN Cards have an embedded microchip on which your Card data is securely stored ensuring that your Card is unique and cannot be duplicated.

When making a cash or retail transaction with your new Chip & PIN Card, at a merchant, you need to enter your 4-digit PIN. That means that if your Card is ever lost or stolen, no one else can use it, because only you know your PIN. This provides you with an additional layer of security for all your transactions and ultimately much more peace of mind.

“**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

2. COLLECTION OF THE CARD

- 2.1 The Cardmember's Application shall be an offer that the Bank may, in its sole discretion, accept and both the above mentioned offer and the acceptance shall be subject to the Terms and Conditions. Upon the Bank's acceptance of the Cardmember's Application and subsequent issuance of the Card, under the Terms and Conditions hereunder, the Card may be collected by the Cardmember or sent by courier to the Cardmember's billing address All renewed and replaced Cards thereafter will be sent by courier to the Cardmember's last known billing address, However, any other communication / letters shall be sent to the Cardmember at the alternative address in case of return of mail from the last known billing address of the Cardmember.
- 2.2 The cardmember (s) reserve the right to ask for a copy of the application form and the related documents which the cardmember signed as part of the agreement with the Bank. The cardmember can retain the application form and the related documents for their record or discard them under

their own responsibility.

- 2.3 On receipt of the card, the Cardmember, and as applicable, the Supplementary Cardmember(s) shall immediately sign on the signature space on the Card and his or her retention or use of the Card shall be deemed as confirmation of the Cardmember's and as applicable, Supplementary Cardmember(s) agreement to these Terms and Conditions and they shall take all steps and precautions to ensure that no loss to the Bank is caused through misuse or fraud relating to use of the Card.
- 2.4 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 the contact number registered on our system or in such other manner as the Bank may specify.
- 2.5 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 of the Cardmember.

3. RESTRICTIONS IN USE OF THE CARD

- 3.1 The Card is not transferable and no person other than the Cardmember (or any duly authorized 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 a unauthorized person in any manner shall be the exclusive responsibility of the Cardmember under the Terms an Conditions and the Cardmember shall be responsible to pay for all Charges incurring due to the aforementioned circumstances except where the Cardmember / Supplementary Cardmember has duly notified the Bank immediately after loss, theft or handing of the Card to an unauthorized 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 as per SOC and agrees that the Card may only be used by the Cardmember (or any duly authorized Supplementary Cardmember) within the Credit Limit for Card Transaction and to obtain 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 authorize 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 to the Bank.

- 3.4 Notwithstanding that Cardmember's Credit Limit has not been exhausted, the Bank may have the right, at any time and without liability to the Cardmember or the Supplementary Cardmember, to withdraw or restrict the Cardmember's or Supplementary Cardmember's right to use the Card or the Card Account, to refuse to authorize any Card Transaction or increase or decrease the Credit Limit or modify or terminate any of the facilities and benefits made available to the Cardmember. Such action may be taken by the Bank in respect of all Cardmembers generally or only a specific Cardmember notwithstanding that the Cardmember may not be in default of any of these Terms and Conditions. The Bank also reserves the right to decrease / block the limit in case the customer defaults in making payments of Credit Card or any other financial facility extended by the Bank or any other bank. Customers will be informed of the change in limit (if any) through Bank correspondence.
- 3.5 The Cardmember and Supplementary Cardmember shall be bound to immediately notify the Bank of any change or imminent change in any information that he / she may have provided in his / her Card Application form 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. The Cardmember and Supplementary Cardmember also agree to immediately notify the Bank of any 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 or plan to reside outside Pakistan.
- b. Any change in the Cardmember's particulars or other information as stated in the Application form 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 and the Bank in its sole discretion may decline such transactions which shall without limitation include transactions carried out through the internet 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 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 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 shall incur 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.

- 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 the 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 improve from time to time at its discretion.
- 3.8 The Bank shall have the right to refuse to authorize any Card Transaction without assigning any reason therefore. Further the Bank shall be entitled to stop providing services and facilities to the Cardmember in any city or country. 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 regarding the Card in the particular country(ies) where he or she intends to visit.
- 3.9 The Cardmember, as the case may be, declares that the aggregate amount of Clean Financing facilities availed by him or her from the Bank and other banks, in his / her own name shall at no time exceed particular

amount as prescribed by the State Bank of Pakistan from time to time.

- 3.10 The Cardmember can have all our Credit Cards however the Multiple / Collective limit of all the Credit Cards shall not exceed the approved limit for the said Cardmember.
- 3.11 The Card shall be used for personal use only and shall not be used for speculative purposes such as real estate or capital markets.
- 3.12 The Credit Card can only be used for personal transactions and the Cardholder cannot make any third party transaction or business transaction on his / her personal Credit Card. Further the Cardmember is not allowed to deposit any amounts in his / her Credit Card account which is excessive to his / her total credit limit.
- 3.13 FBL Credit Card does not authorize or license individuals for the issuance, sale, purchase, exchange or investment in Virtual Currencies/Coins/Tokens.

4. THE CARD ACCOUNT

- 4.1 The Bank shall be entitled to claim and receive from the Cardmember any Charges and Liabilities as per SOC 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 are 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

claim and receive 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 be given) or a breach of these Terms and Conditions by the Cardmember. In case the Cardmember is holding an account with the Bank, the Bank shall be entitled, to debit that account to recover any amount that may be due to the Bank under this Article or under any other Term or Condition. Cardmember consent will be required to make automatic monthly deduction(s) from the account stated overleaf and pay such deducted proceeds to settle the outstanding minimum and/or full amount(s).

- 4.2 All foreign transactions will be converted from base currency (Non Rupees) to US dollars on the international exchange rate applied by the Franchise Rules of VISA/MasterCard in order to settled the transaction , The bank is therefore purchase US dollars from the "Open Market" and will debit Card member account into PKR rupees using the open market US dollar purchase rate. Fx Conversion charges will also be applicable on all foreign currency transactions as per bank's SOC. The Cardmember and Supplementary Cardmember reserve all rights to dispute or question any rate of exchange so applied by the Bank.
- 4.3 The Bank shall issue NOC (No Objection Certificate) to the Cardmember on permanent settlement / closure of the Credit Card Account
- 4.4 On permanent card account block by the bank or voluntary account closure request by the card member, any excess amount in the card account at the time of closure shall be refunded to the card member by the bank through Pay Order.

5. PAYMENT

- 5.1 The Bank shall every month send the Statement of Account to the Cardmember at the Cardmember's last known billing address or in case of return of mail from the last known billing address or can be sent at the alternative address upon Cardmember(s) request. The Cardmember shall pay in the case of a debit balance at least the Minimum Payment Amount stated therein not later than the Payment Due Date. In the event that the Cardmember does not receive the statement of accounts, where error does not lie at Bank's end , the Bank shall not be liable to the Customer and obligations of the customer under the Terms to the Bank shall not cease and the Total Outstanding, mark-up and all other charges and expenses payable these Terms shall continue to accrue and all applicable Charges and Liabilities and other costs and expenses payable as per SOC 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 and the fact that, for whatever reason, the Cardmember does not receive the Statement of Account on time or at all, the same shall not free his basic obligation to make the payments to the Bank on time and also his continuous obligation to show reasonable diligence to ensure that all payments due to the Bank from him / her are made on time. Customer can place request for the change in monthly billing cycle as per his convenience and billing cycles offered by the bank.
- 5.2 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 Fees 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 the Service Fee.

- 5.3 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 Fee is charged from the transaction date to the payment posting date. For retail transactions that are not covered by the payment, Service Fee is charged from the transaction date to the date the next Statement of Account is generated. The Cardmember agrees to pay Service Fee specified through the Schedule of Charges or through a 30 day written notice to the Cardmember) on the outstanding amount due and payable to the Bank per month.
- 5.4 If the Cardmember fails to pay at least the Minimum Payment Amount 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 payment fee as the Bank may specify through the Schedule of Bank Charges or through written notice to the Cardmembers detailed in the Statement of Account for the applicable period.
- 5.5 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 as per SOC by the Payment Due Date specified in the current Statement of Account.

- 5.6 All payments to be made by the Cardmember shall be in Pak Rupees. The Cardmember agrees to make payment to the Bank in Rupees of all non-Rupee Charges converted at such rate of exchange as the Bank shall specify for this purpose.
- 5.7 In addition to the amount payable by the Cardmember, the Bank shall charge the Cardmember as per prevailing Schedule of Charges 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. However, the bank shall be entitled to intimate the card member about Payment instruction within two working days upon dishonored/returned. 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 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 dishonoured of the cheque issued by him / her. The Bank is also entitled to charge auto debit insufficient fund fee as per prevailing Schedule of Charges.

- 5.8 All payments received by the Bank from the Cardmember or Supplementary Cardmember may be applied in and towards payments of I) Unpaid fees & Services Charges. II) Mark-up, III) Principal- (a) Installment Plan (b) Cash transactions, (c) Open Balance Transfer, (d) Retail Transaction . IV. Unbilled Transaction. as per current Statements of Account in such order of priority as the Bank may deem fit.
- 5.9 The Bank's rights against the Cardmember and / or Supplementary 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, insolvency or insanity of the Cardmember and / or Supplementary Cardmember, and the Cardmember and / or Supplementary Cardmember shall immediately cease to be valid and their heirs, executors, receivers etc. shall return to the Bank all Cards cut into two halves with the chip damaged and make full payment as required to the Bank.
- 5.10 The Bank may demand return/cancellation of the Card and or immediate payment of all amounts outstanding under the Card Account at any time without giving any reason or a 30 day notice and without any liability to the Cardmember notwithstanding that the Cardmember may not be in default of these terms and conditions.

- 5.11 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 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.
- 5.12 In the event of an attachment order over the Cardmember's assets being issued, insolvency or death, or upon demand by the Bank or any reason whatsoever, or in the case of breach of these Terms and Conditions, the Cardmember shall settle his / her debit balances immediately. This commitment shall bind heirs and successors without any objection or challenge.
- 5.13 In the event payment for purchase of a foreign airline ticket is made through the Card, the amount billed by the airline is treated as a foreign currency transaction. The transaction amount, billed by the airline in foreign currency, will be subject to all applicable rules and procedures of the Bank for conversion of foreign currency into Rupees, based on the exchange rate being used by the Bank at the time of the conversion.
- 5.14 The Bank may update on bi-annual basis and impose charges in relation to various services and / or features in relation to the Cards on Cardmembers as per rates notified either through the Schedule of Charges which is updated on bi-annual basis and available at all branches of the

Bank and website or by the Bank giving notice of the same in writing.

- 5.15 The Cardmember shall not deposit cash in excess of the amount due on their CardAccount. In case there is cash in excess of Rs. 50,000/- in the Cardmember's Card Account, the Cardmember will be notified through SMS to refund the excess amount by calling Customer Interaction Centre at 111 06 06 06. In case, the Cardmember does not refund the amount and the amount is retained in the card account, a letter will be sent to the Cardmember to adjust the excess amount within 15 days. On Cardmembers request the amount will be refunded through either PO (after deducting the pay order charges as per Schedule of Charges) or internal transfer to the Cardmembers account. The card will be temporarily blocked in the event that the Cardmember does not refund the excess amount despite of continuous notification.
- 5.16 The Bank shall not ensure that the due date of payment does not fall on a holiday due to sighting of moon, since the Bank's system does not support holidays due to sighting of moon. In case of due date falling on public holiday due to sighting of moon, the Cardmember shall make payments before due date.
- 6. DISPUTED ITEMS**
- 6.1 In case of disputed transactions, the Cardmember should send us a written request within 14 days of current statement date (address) to:

Mailing address:
Complaint Management Unit
Faysal Bank Limited,
ST-2, Shahrah-e-Faisal, Karachi.

- 6.2 If such a request is not sent within 14 days of the statement date, the transaction would be deemed to be authentic and Cardmember would be bound to make payment for the entire amount.
- 6.3 When you write to us, please provide the following information for each disputed transaction (i) transaction date (ii) transaction description (Merchant name) (iii) US Dollar amount (if international) (iv) Pak Rupee amount. No disputed transaction will be entertained if all related supporting documents are not provided and if it is received 14 days after the statement date.
- 6.4 All transactional related disputes such as signatures mismatch, MasterCard Secure Code authenticated transactions, or other disputes in relevance to proof of the transaction requirements by card member against transaction conducted card present environment the bank shall be entitled, in its discretion to withdraw cardmember claim subject to transaction is fully complying with franchise rules of MasterCard/Visa; prior reporting of lost or stolen card at bank. The entire disputed amount will be born by the Basic Cardmember. However, all transactional disputes other than signature/ above scenarios related transactional disputes, for all Supplementary Cardmembers shall be entertained, provided the Dispute Form is signed by both the Basic and Supplementary Cardmember.

- 6.5 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 / acquirer (for document retrieval etc.) to the Cardmember

7. CASH ADVANCE

- 7.1 If the Bank so approves, the Basic or the Supplementary 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.
- 7.2 The Bank shall charge Service Fee on each Cash Advance from the date of each Cash Advance until the date of full payment at the rate specified in the Schedule of Charges per month In addition, the Cardmember shall also be liable to pay Cash Advance fee as specified in the Schedule of Charges on the amount of each Cash Advance obtained from the Bank or other participating banks or financial institutions or ATMs, which accept the Card.

8. SUPPLEMENTARY CARD:

CARDMEMBER'S LIABILITY

- 8.1 On application 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 must ensure that the Supplementary Cardmember binds by these Terms and Conditions, since the Cardmember alone is liable to the Bank 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 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 7.2, the Cardmember shall be liable as principal debtor 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 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 Cardmember shall continue to remain liable for any outstanding post-payment debit balances, if any, in the Card Account.

9. PIN

The Bank may issue an ATM PIN and / or T PIN to the Cardmember for the use at any Bank or ATM or for Phone Banking facility made available by the Bank. The Cardmember agrees that:

- 9.1 The ATM PIN and T PIN will be Will be generated by the Cardmember to enable the Cardmember or a Supplementary Cardmember or selected by a Cardmember or a Supplementary Cardmember and generated through IVR (Interactive Voice Recording) to use the Card at an ATM for a Cash Advance.
- 9.2 The Cardmember shall not disclose the ATM PIN and / or T PIN to any person and shall take every reasonable precaution to prevent discovery of the ATM PIN and / or T PIN by any person, and;
- 9.3 Subject to clause 10.2 the Cardmember shall be fully liable to the Bank for all Cash Advances and Card Transactions made with the ATM PIN and / or T PIN regardless of whether such Cash Advance or Card Transaction was with or without the knowledge of the Cardmember.

10. LOSS OF CARD / DISCLOSURE OF PIN

10.1 The Cardmember / Supplementary Cardmember undertakes not to allow the ATM PIN or T PIN to be disclosed to and / or misused by anyone else. If the Card is lost or stolen or the ATM PIN and / or T 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 PIN to the Bank in writing or call Customer Interaction Centre and shall require the Bank to close / block such a Card Account. The Cardmember shall be responsible for all consequences if the Cardmember fails to comply with provisions of this clause.

10.2 The Cardmember agrees that the Bank has the right to recover all unauthorized Charges and / or Cash Advances, provided, however, that the Cardmember is not liable for any unauthorized Card Transaction made subsequent to reporting such loss, theft or disclosure of 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 clauses 11.1 and 11.3 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 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, issue a replacement card for any lost or stolen card on these Terms and Conditions

10.5 If the Cardmember has a complaint or any problem with respect to the Cardmember's monthly statement, the Cardmember is required to contact the Bank at once and the Bank will endeavour to resolve the Cardmember's problem. If the Cardmember is aware of any unauthorized or fraudulent transaction the Cardmember must inform the Bank via submitting a written request within 14 calendar days after receiving of card statement of account. The Bank may be contacted 24 hours a day at 111 06 06 06.

If the problem cannot be resolved immediately to the satisfaction of the Cardmember and the Bank:

- (i) the Bank will advise the Cardmember in writing of the Bank's procedures for investigation and resolution of the complaint; and
- (ii) if the Bank asks the Cardmember for a written confirmation/evidence or statement regarding the Cardmember's dispute, the Cardmember agrees to give the Bank one.

10.6 Except as required by law, the Bank is not responsible for goods or services charged with the Card, or if a Merchant refuses to accept the Card. Merchants may impose their own additional restrictions on using the Card, and the Bank is not responsible for this. The Cardmember must raise any claim or dispute directly with the Merchant concerned

and subject to any law to the contrary, the Cardmember may not withhold payment from the Bank because of such claim or dispute.

- 10.7 Subject to applicable law, the Cardmember agrees that if the Bank fails to carry out any of its obligations in connection with the Cardmember's Card Account or the Cardmember's use of the Card, the Bank may provide a reversal of such charges if the Bank is at fault upon investigation. and Otherwise the Bank will not be liable for that loss or cost. In particular, the Bank will not be liable for consequential loss or any other loss or damage not directly and naturally resulting from the failure including damages which may flow from special circumstances. In any event, the Bank will not be responsible for losses or costs caused by any third party including (for example only) resulting from mechanical or systems failure affecting such third parties.

11. TERMINATION

- 11.1 The Cardmember may at any time inform the Bank of his / her intention to close the Card Account and to terminate the use of all Cards by giving a prior notice in writing and returning all Cards cut into two halves and ensuring the chip is damaged 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 the Supplementary Cardmember may at any

time terminate the use of any Supplementary Card issued to such Supplementary Cardmember by giving notice in writing or by calling our Customer Interaction Centre at 111 06 06 06 and returning the relevant Supplementary Card cut into two halves and ensuring the chip is damaged 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 two halves and ensure the chip is damaged.

- 11.3 The Bank may, at any time, recall or cancel all or any Card(s) with or without giving any 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 two halves and ensuring the chip is damaged to the Bank and make full payment of all Charges and Liabilities and all other costs and expenses in relation thereto to the Bank.
- 11.4 If the use of all or any Card(s) is terminated under clause 12.1 or clause 12.3, 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 two halves and ensure the chip is damaged 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 12 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, continuing the usage of the Card in any manner shall be deemed that the Cardmember agrees and accepts the Terms and Conditions and shall remain responsible to fulfill his / her obligations hereunder.

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 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.

- 12.2 The Bank is not liable in any manner for the quality, quantity, sufficiency, acceptability of goods , fulfillment of any term of the warranty 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 In case of decline of any facility, reward or service the Cardmember or the Supplementary cardmember understands that the same depends upon the service provider or the co-brand partner in which case the Bank acts as a facilitator only and as such any recourse will be subject to the concurrence of the service provider or the co-brand partner except in case where there is a misstatement on part of the Bank.

13. VARIATION OF TERMS

13.1 The Bank may change, add or delete any of these Terms and Conditions, including without limitation to the generality to the foregoing, the Terms relating to payment, Charges and fees, and accordingly notify the Cardmembers by inclusion in the Statement of Account or through a letter intimating 30 day prior such amendment in the Terms and Conditions / Schedule of Charges as the case may be 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 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 after the 30 day notice period expires 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 authorizes the Bank to disclose any information relating to the Card Account and the use of the Card of any 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 or MasterCard network 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, Notices, Statements of Account demands or any other communication under these Terms and Conditions (hereinafter collectively called "Communications") may be delivered personally or by courier 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 to rely and act on any notices, requests or instructions which are given by the Cardmember through written request (and which are given orally via recorded lines through Customer Interaction Centre, 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.

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, except where Bank has the responsibility, 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 of every expense 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.
- 16.2 In consideration of the Bank agreeing to act on the Cardmember's oral instructions specified through the telephone in respect of such facilities as may be offered by the Bank from time to time, the Cardmember on behalf of himself / herself (including his / her heirs and successors) in title and assigns thereof, hereby agrees and undertakes not to make any claim against the Bank as a consequence of, or in respect of, the provision by the Bank to the Cardmember of any of the Bank's telephone banking facilities. The Cardmember further 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.

- 16.3 The Cardmember hereby confirms that any oral instructions given by him / her in respect of the Phone Banking Services shall be tape-recorded and monitored by the Bank, and that the same may be produced as evidence in a court of law or a tribunal in the event of any disputes between the Bank and the Cardmember.
- 16.4 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.
- 16.5 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, or in respect of, the provision by the Bank to the Cardmember of any Phone Banking Services facilities.
- 16.6 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.
- ## 17. RIGHT OF SET-OFF
- 17.1 The Bank may at any time and without further notice or liability in any manner to the Cardmember combine or consolidate any one 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 set-off or apply or adjust any money standing to credit of any one or more of such account in / or towards satisfaction of the outstanding balance of the Card Account. 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.

- 17.2 The Bank's right against the Cardmember and / or Supplementary 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 and payable upon the death of the Cardmember and / or Supplementary Cardmember.
- 17.3 The Bank's right to set-off and all transactions authorized by the Cardmember and / or supplementary Cardmember before their death shall continue to subsist till the Bank is informed in writing about such death. Upon receiving this information the Credit Card and the Credit Card account will be blocked for new transactions.
- 17.4 The Bank will not be obliged to allow any operation or withdrawal

except on the production of a Succession Certificate or other Court Order, from a court of competent jurisdiction. The legal heirs will be notified of a debt balance and should agree to the required adjustments before release of the funds in their favour by the Bank.

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 until the Bank acknowledges receipt of all Cards cut into two halves and ensure the chip is damaged and full payment of the Cardmember's and Supplementary Cardmember's Charges and Liabilities

payable to the Bank and other costs and expenses related thereto.

20. SEVERANCE

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

21.1 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.

21.2 The bank shall collect advance tax, at the time of transfer of any sum remitted outside Pakistan, on behalf of any person who has completed a credit card transaction, outside Pakistan at the rate of 1% per transaction for Filer and 3 % per transaction for Non-Filer. This will be applicable on all payments remitted abroad such as foreign travel, lodging, shopping, online shopping from merchants outside Pakistan etc.

21.3 In case of charge back/disputes/fraud, the bank will not be liable to

reverse the tax charged. The customer will contact tax authorities for tax reversal. However, the customer can request the bank to provide tax certificate.

22. RENEWAL OF CARD

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. The Cardmember shall continue to remain bound by these Terms and Conditions and any amendments thereto.

23. GOVERNING LAW

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.

24. DEBT COLLECTIONS

24.1 Bank reserves the right to contact you through any mode of communication to recover the debt, as per SBP Fair Debt Collection Guidelines. This includes visiting you as soon as you miss a payment and remain overdue. The visit shall be undertaken in a lawful manner to recover the outstanding amount and the Bank will ensure that the

Cardmember are not contacted at an inconvenient time, proper disclosure of identity, reason to call, name of the Bank and purpose of the call will be clearly mentioned.

- 24.2 As per SBP Fair Debt Collection Guidelines, cardmember will be intimated 14 days prior regarding overdue payment via letter/SMS before the Bank visits the Cardmembers residence/ Business place. Bank also reserves the right to contact your family, friends, neighbours, employer or other third parties if you are out of contact for 30 calendar days post missing a payment. In case you are contacted but you still remain delinquent, the Bank reserves the right to provide your information to the third parties mentioned above to recover the outstanding payments as long as you remain overdue.

INSTALLMENT PLAN

1 . DEFINITIONS

“Bank” means Faysal Bank Limited.

“Installment Plan” means any retail transactions (minimum of PKR 5,000), Balance transfer from other Credit Cards (minimum of PKR 5,000), Dial a draft (Pay Order of a minimum PKR 5,000), Product or Services offered to the Cardmember through the Rewards and Discount Guide. Installment Plans with 0% mark-up offered on specific products and for specific payment tenures which will be communicated to the Cardmember from time to time, Credit Card Annual Fee (12 equal

monthly installments at 0% mark-up), 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 Installment Plan.

“Installment Plan Service Fee / Charge” means fee as the Bank may specify bi-annually 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 Installment Plan .

“Installment Plan Amount” means the Total Amount which is to be paid in monthly Installments under the plan

“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.

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 Installment Plan in accordance with the terms hereof and the Credit Card Terms and Conditions.

3. ELIGIBILITY

The 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 Installment Plan subject to the Terms and Conditions applicable to the Card stated herein above.

4. AVAILING THE INSTALLMENT PLAN

- 4.1 The Cardmember may avail the Installment Plan by calling the Bank's Customer Interaction Centre at 111 06 06 06 or inform the Bank's Customer Services Staff of the details pertaining to the Installment Plan including the amount to be booked (minimum amount of PKR 5,000), choosing from the Installment Plan Term / Period of 6 to 60 months (in multiples

of 6). 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.

- 4.2 The Bank shall process and authorize 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.

- 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.

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

5. BILLING AND PAYMENT OF INSTALLMENT PLAN

- 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.

- 5.2 Where a Cardmember avails the Installment Plan, the Minimum Payment Amount on the Statement of Account shall include the Monthly Installment.
- 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 as per prevailing Schedule of Charges and in accordance with the Credit Card Terms and Conditions.
- 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.
- 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.

6. 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, 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.

7. MODIFICATIONS, AMENDMENTS AND CANCELLATIONS

- 7.1 The Bank is entitled at any time giving 30 day 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.
- 7.2 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.
- 7.3 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.
- 7.4 The Bank shall be entitled to disallow / refuse instructions submitted by the Cardmember under the Installment Plan without assigning any reason whatsoever.

8. INDEMNITY

- 8.1 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.
- 8.2 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 to 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.

CREDIT PROTECTION, MULTI COVER & SPEND SECURE

Terms and Conditions:

The rights and obligations of any cardmember subscribing to Credit Protection, Multi Cover and/or Spend Secure (hereinafter called the "Scheme") shall be governed by the Terms and Conditions set forth herein below. By virtue of this

Scheme, Faysal Bank Limited (hereinafter called the "Bank") aims to offer, through an insurance company of its choice, certain protection to those Cardmembers who are subscribing to this Scheme in any of the following events arising due to natural or accidental causes: Death Terminal Illness, Permanent Total Disability Temporary Total Disability Critical Illness (in case of Credit Protection) In accordance with the referenced Terms and Conditions and the Group Policy

DEFINITIONS

Except where inconsistency with the subject matter or context the singular includes the plural and the masculine the feminine, and vice versa in both cases.

"Insure" means the EFU Life Assurance Limited.

"Accident" means bodily injury which is caused solely by violent, external and accidental means and resulting directly and independently of all other causes.

"Assured" means the policyholder, also described as Bank.

"Bank" means Faysal Bank Limited.

"Cardmember / Insured" means an account holder/a customer of the Assured's Credit Card Facility duly subscribed and accepted by the Assured.

“**Commencement Date**” shall be the date this Scheme takes effect.

“**Credit Card**” means FBL's credit card.

“**Credit Card Facility**” means the Credit Card Facility, which has been nominated as the facility to which the assurance is to apply.

“**Credit**” means the credit or other form of financial accommodation provided to Cardmember under the Credit Card by the Assured and other financial institutions in Islamic Republic of Pakistan. (Only for multi cover customer) *For Credit Protection only

“**Event**” means Death, Terminal Illness, Permanent Total Disability, Temporary Total Disability and Critical Illness of the Cardmember/Insured. *For Multi Cover & Spend Secure only “Event” means Death, Terminal Illness, Permanent Total Disability or Temporary Total Disability of the Cardmember/Insured.

“**Indebtedness**” at the time of Death, Terminal Illness or Permanent Total Disability means the closing balance of the last Credit Card statement(s) of the Assured and other financial institutions in Islamic Republic of Pakistan prior to the Event giving rise to the claim plus amount of any authorized Credit Card transaction made prior to the Event, giving rise to the claim, not included in that statement. The Indebtedness shall not exceed the total amount outstanding on the Credit Card.

Provided if a Temporary Total Disability Benefit was being paid, the Indebtedness shall be reduced by an amount equal to reduction in the outstanding balances as a result of the Temporary Total Disability Benefit which have subsequently been paid.

“**Monthly Installment**” means the total minimum payment due payable to the Bank by the Cardmember as set out in the last billing statement issued prior to the occurrence of the Event giving rise to a claim.

“**Sickness**” means a sickness or disease contracted for the first time after the Commencement Date.

“**Member**” means an eligible Cardmember of the Bank who is included in this Scheme.

“**Transaction**” means any retail purchase, cash withdrawal, installment plan or revolving balance.

“**Injury**” means bodily injury resulting from an accident occurring after Commencement Date.

“**Renewal Date**” means any subsequent anniversary of the Commencement Date.

“**Spending**” means the actual spending on Bank's Credit Card during twelve (12) months preceding the date of Event giving rise to the claim. Amounts transferred through Balance Transfer Fund (BTF) would be excluded.

"Temporary Total Disability" means inability due to Accident or Sickness, of the Member to engage in his own occupation or employment for a period exceeding forty-five (45) days and provided the Member is not otherwise gainfully employed or in receipt of any payments from his employer (including sick pay) or any social security organization.

"Permanent Total Disability" means a Member having been permanently and totally disabled for six (6) consecutive months as a result of Accident or Sickness which prevents the Member from engaging in any occupation for which he is reasonably qualified by training, education and experience and provide that the Insurer is satisfied that he will be so rendered indefinitely.

"Terminal Illness" means a medical condition which in the opinion of a relevant specialist(s) approved by the Insurer would result in the life span of the Member being reduced to a period of not more than six (6) months after the diagnosis of such a medical condition. *For Credit Protection only

"Critical Illness" means the first diagnosis of any of the following illness first occurring after the Commencement Date

Cancer

Heart Attack

Stroke

Coronary Artery (Bypass) Surgery

Renal Failure (End Stage Renal Disease)

Major Organ Transplantation

Paralysis

Blindness (Loss of sight)

Multiple Sclerosis

Deafness (Loss of hearing)

INSURANCE COVER

Death, Terminal Illness and Permanent Total Disability cover.
* For Credit Protection & Multi Cover only In the event of the Cardmember's Death, Terminal Illness or Permanent Total Disability, the insurance cover is the Cardmember's Indebtedness up to a maximum of PKR 1,000,000. In case of Credit Protection, Critical Illness will be included. * For Spend Secure only In the event of the Cardmember's Death or Permanent Total Disability, the insurance cover is the Cardmember's last twelve (12) months spending up to a maximum of PKR 500,000 In the event of the Cardmember's Terminal Illness, the insurance cover is 50% of Cardmember's last twelve (12) months spending up to a maximum of PKR 500,000 In the event of the Cardmember's Temporary Total Disability the insurance cover is the Cardmember's Monthly Installment up to a maximum of twelve (12) months. Insurance will be provided under this Scheme from the Commencement Date.

ELIGIBILITY

All Cardmembers of age less than sixty five (70) years are eligible to be covered under this Scheme. At seventy (75) years of age, the Cardmember Insurance Cover shall cease and no benefit will be payable. However no insurance will be effective if the Cardmember has already attained the age of sixty five (70) years. The benefits under this Scheme shall be extended to only the Cardmembers and not to Supplementary Cardmembers.

BENEFITS OF CREDIT PROTECTION AND MULTI COVER

Subject to the Terms and Conditions herein the following benefits are available to Credit Protection and Multi Cover:

a) Death Benefit

On Death of the insured Cardmember, the benefit will be the amount of the Indebtedness plus credit charges on the Indebtedness for a maximum period of two (2) months after the date of death of the Cardmember.

b) Temporary Total Disability Benefit

In the Event of Temporary Total Disability due to Accident or Sickness, the benefit will be the continuation of the minimum monthly payment during the disability period up to a maximum of twelve (12) months. The benefit is only payable if the Cardmember is unable to engage in

his own usual occupation or employment for a period exceeding forty five (45) days. No benefit is payable during the forty five (45) days' waiting period.

c) Permanent Total Disability Benefit

On Permanent Total Disability of the Cardmember due to Accident or Sickness, the benefit will be the amount of Indebtedness plus the credit charges on the Indebtedness. The benefit will be paid after six (6) consecutive months of total disability.

d) Terminal Illness Benefit

On diagnosis of a Terminal Illness, the amount of Indebtedness plus credit charges for a maximum period of two (2) months will be payable.
* For Credit Protection Only

e) Critical Illness Benefit

The amount of Member's Indebtedness.

No Critical Illness benefits shall be payable if the Critical Illness occurs within three (3) months of the Commencement Date of the policy or if death occurs within thirty (30) days of the Critical Illness(es) and defined in the attached Critical Illness rider. All benefits under Credit Protection and / or Multi Cover shall be payable to the Bank and applied to payment of outstanding bills on the Cardmember's Credit Card. Receipt

of such benefits by the Bank shall discharge the Insurer with respect to all claims under the Credit Protection. The benefits are payable once the Insurer has been duly informed.

Benefits for Spend Secure

Subject to the Terms and Conditions herein the following benefits are available to Spend Secure.

a) Death Benefit

On Death of the insured Cardmember by any cause, the benefit will be the amount equal to the Cardmember's total Credit Card "Spending" for the last twelve (12) months prior to the date of death.

b) Temporary Total Disability Benefit

In the Event of Temporary Total Disability due to Accident or Sickness, the benefit will be the continuation of the minimum monthly payment during the disability period up to a maximum of twelve (12) months. The benefit is only payable if the Cardmember is unable to engage in his own usual occupation or employment for a period exceeding forty-five days. No benefit is payable during the forty-five (45) days' waiting period.

c) Permanent Total Disability Benefit

On Permanent Total Disability of the Cardmember due to Accident or Sickness, the benefit will be the amount equal to the Cardmember's Total Credit Card "Spending" for the last twelve (12) months prior to the date of permanent disability.

The benefit will be paid after six (6) consecutive months of Total Disability.

d) Terminal Illness Benefit

On diagnosis of a Terminal Illness, the amount equivalent to 50% of the Cardmember's total Spending after the date of diagnosis will be payable. Payment of Terminal Illness Benefit shall absolve the Insurer of liability against the Death Benefit of the same Member.

GENERAL CONDITIONS PREMIUM

Premiums are payable at the rate of PKR 0.90 (Pak Rupees only) for every PKR 100 (Pak Rupees only) of the closing balance in case of Credit Protection, PKR 0.99 (Pak Rupees only) for every PKR 100 (Pak Rupees only) of the closing balance in case of Multi Cover and PKR 0.98 (Pak Rupees only) for every PKR 100 (Pak Rupees only) of the closing balance in case of Spend Secure shown on the Cardmember's Statement of Account each month. The Bank is soliciting Credit Card customers for these insurance coverages as corporate insurance agent and all liabilities pertaining to the claim lies with the Insurer. No benefits will be provided under this Scheme unless the customer has paid the due premium. The Bank shall pay to the Insurer all premiums, @ PKR 0.22 for Credit Protection and @ PKR 0.24 for Multi Cover

and / or Spend Secure under these policies on monthly basis. The Bank and the Insurer may however, by giving notice in writing to the Insured, at any time modify the prescribed rate of premium as it thinks fit and in accordance with the prevailing laws and regulations. Subject to the requirement of statute, notification of any such change shall be given to the Cardmember by the Bank either in writing or by publication thereof. The revised rates would however only be applicable from the following Renewal Date or after the rate guarantee period (if any) expires.

LIMITATIONS AND REDUCTIONS

a) No Temporary Total Disability Benefits shall be payable for the first forty-five (45) days of any period of Temporary Total Disability. b) The maximum cumulative amount of benefits payable under Credit Protection and MultiCover or any one event shall not exceed PKR 1,000,000. The maximum cumulative amount of benefits payable under Spend Secure or any one Event shall not exceed PKR 500,000.

CESSATION OF MEMBERSHIP

The Member shall cease to be a Member on any of the following:

- a) Cardmembers Death, Terminal Illness, or Permanent Total Disability.
- b) Cancellation of the Cardmember's Credit Card Facility;
- c) The Cardmember having attained the age of 65 years;

- d) Non-payment of premium by the Member for more than ninety (90) days except in case of Event.
- e) Any other date on which the Cardmember ceases to be eligible for assurance for any fraudulent or criminal reasons affecting the assurance hereunder. Decision of the court of law having competent jurisdiction will be final in such cases;
- f) Notice from the Cardmember that the insurance be cancelled.

CLAIMS

Written notice of claim must be presented to and received by the Bank within forty-five (45) days of occurrence of Events. All claims shall be subject to such discharge, evidence of claim, proof of age and occupation and other information and evidence as the Insurer may require. The Member, at its own expense, shall provide all information & evidence available in respect of claims. At any time after a claim has been submitted under this Scheme, the Bank may in its absolute discretion indefinitely suspend the Cardmember's and any Supplementary Cardmember's right to use his Credit Card. The Cardmember should not attempt to use his Credit Card during any period where its use has been suspended.

EVIDENCE OF INDEBTEDNESS

In determining the amount of any benefit, the Insurer is entitled to rely on any statement in writing as to the amount of the Cardmember's Indebtedness,

Last twelve (12) months spending, or Monthly Installment which has been signed on the Bank's behalf by a responsible officer.

EVIDENCE OF AGE

Evidence of Age of a Member satisfactory to the Insurer will be required before any benefit in respect of him is paid under this Scheme and if after commencement of the assurance here under, the date of birth of any Member is found to have been incorrectly notified to the Insurer, Insurer shall notify the Assured of the adjustment to be made under this Scheme in respect of such incorrect notification. No benefit whatsoever shall be payable under this Scheme if the correct age of the Member is found to be more than sixty (60) years. Identity card will be considered an authentic prove of age. If Identity Card is not available then Birth Certificate will be considered. If both Identity Card and Birth Certificate are not available then Matriculation certificate or any other satisfactory evidence which the Insurer may specify will be considered as acceptable proof of age.

EXCLUSIONS

No benefit will be payable under this Scheme if the Death, Terminal Illness or Disability results directly, wholly or partly as a result of or related to:

- a) Suicide within thirteen (13) months of Commencement Date
- b) Sickness occurring within thirty (30) days of Commencement Date

- c) Disease and incapacity or bodily injury which existed prior to the Commencement Date
- d) Pregnancy, miscarriage, childbirth or any non-malignant disease occurring in or in connection with the female reproductive organs
- e) Intentional self-inflicted injury, intoxication, insanity, fighting or unlawful act on the part of the Cardmember
- f) Any accident occurring on or in or about any aircraft other than an aircraft in which the Insured was travelling as a bonafide paying passenger and which is operated by a licensed commercial or chartered airline
- g) War, riots, civil commotion, invasion, act of foreign enemy and hostilities (whether war is declared or not)
- h) Service on duty with any armed or paramilitary forces
- i) Hazardous sports such as motorcycling, hunting, steeple chasing, mountaineering, racing of any kind, winter sports and diving
- j) The influence of alcohol or drugs other than proper use of drugs prescribed by a legally qualified medical practioner
- k) Death or any disability of an Insured as a result of any pre-existing conditions prior to the commencement date are excluded from cover

- l) (i) The presence of the Human Immuno Deficiency Virus (HIV) as revealed by the positive HIV antibody or HIV test (ii) Acquired Immune Deficiency Syndrome (AIDS), AIDS Related Complex (ARC) as defined by the World Health Organisation from time to time
- m) Catastrophes such as floods, epidemics etc. resulting in two hundred and fifty (250) or more deaths
- n) Heatstroke or sunstroke, poison gas or fumes No benefits will be payable in respect of an Insured where the Insured has not made any Transaction on his Credit Card at least three (3) months prior to the date of event. In case of non-payment of "Minimum payment due" for more than ninety (90) days, the Insured shall not be eligible for the benefit. Also no Permanent Total Disablement Benefits will be payable in respect of an Insured where the Insured has previously received such benefits under any insurance policy from the Insurer.

GENERAL

The Bank is only acting as a corporate insurance agent in providing this Scheme and cannot be held responsible for setting claims emanating from this Scheme or for the approval or rejection of any claim or for any act or omission on the part of the Insurer. The Bank shall consider accepting for this Scheme any person who is an Account holder of a Credit Card Facility and confirms to the applicable conditions as determined from time to time at the Bank's sole judgment and discretion. Either the Bank or the Cardmember may

cancel this Scheme at any time by giving the other a notice in writing of fifteen (15) days. In addition to the above Terms and Conditions and unless the context hereof otherwise requires, this Scheme shall be subject to and be governed by the pertinent provisions and definitions that are embodied in the Credit Card Agreement and are not expressly provided for herein. The Bank may from time to time change these Terms and Conditions, subject to the requirement of statute, notification of any such change shall be given to the Cardmember by the Bank either in writing or by publication hereof. If any provision/clause of the Terms & Conditions is held invalid or otherwise unenforceable, the enforceability of the remaining provisions / clauses shall not be impaired thereby. In such case, the parties shall make every effort to replace the ineffective provision with a new provision which has the same effect, or as approximate an effect as possible as the said provision/clauses.

E-MAIL / SMS STATEMENTS

Definitions

"Customer" means Pakistani Resident having his / her Account with the Bank who wishes to avail Bank's E-mail / SMS statement service.

Terms and Conditions:

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" / "SMS")

instead of 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.

1. That the Bank is authorized and instructed, until written revocation instruction signed by authorized signatories to the Accounts or through standard process of Customer Interaction Center is received by the Bank, to transmit the Statement to the Cardmember via E-Mail at the E-Mail address specified instead of providing written / printed Statements by post or through counter-collection by the Cardmember.
2. The Cardmember hereby waives and discharges the Bank fully from any implied or express obligation of confidentiality / non-disclosure, which may result as a consequence of the Bank complying with this Mandate and / or any breakdown, malfunction, erroneous or unauthorized transmission or access to the Statement and / or any claims for any loss or damage from the Cardmember.
3. The Bank may at any time terminate this Mandate by notice in writing by giving a notice period of 30 days to the Cardmember, without assigning any reason therefore. The Cardmember may terminate this Mandate by written instruction in original or through standard process of Customer Interaction Center and such termination will only be effective on the day following the delivery of such original written instructions.
4. The Cardmember acknowledges and places on record that there may

be inherent problems in verifying the authenticity of Email 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 so doing, deviate from the Bank's general operating procedure at the sole risk and responsibility of the Cardmember.

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 as amended from time to time.
6. In case of "non-delivery" "delay" or "nontransmission" of the statement, owing to the Cardmember's mail box being full or incorrect address provided, or any breakdown, virus, malfunction of the internet service provider or similar problems whatsoever, the Bank will not be responsible. In case of no receipt of the statement, it shall be the responsibility of the Cardmember to contact the Bank and obtain the statements.
7. In case of "non-delivery" or "delay" or "nontransmission" 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, that the Cardmember may suffer.
8. It is expressly agreed that the arrangements contained herein will be without prejudice to the Cardmember's obligations in respect of the Credit Card and the Terms and Conditions applicable thereto.

9. The capitalised terms used above would have the same meaning as those contained in the Credit Card Terms and Conditions.

SMS Alerts

Definitions

Unless the context requires otherwise, the following words and phrases shall have the respective meaning ascribed hereto:

“**Card Holder**” means any individual who have an active Faysal Bank Credit Card

“**Access**” means the use of the network for the purpose of providing SMS based access to account information to the customers.

“**Alert**” means the information provided by the Bank to the customer relating to the account information and product information through the network based on SMS messages sent to the customer generated by the Bank and / or sent to the customer by the Bank at the specific request of the customer.

“**Account**” means a specific account or more than one account which is linked to the network at the request of the customer thereby enabling the customer to utilise the services.

“**Account information**” means information pertaining to the account(s) maintained by the customer with the Bank.

“**Bank**” means Faysal Bank Limited.

“**Telco**” means the cellular phone company which has entered into agreement with the Bank for the purposes of providing mobile phone banking facilities to the customers.

“**Customer**” means any individual who maintains a Bank account with the Bank and is a subscriber of services offered by the Telco card holder.

“**Network**” means access to the services over the GSM / TDMA cellular telephone network of the Telco.

“**Product Information**” means the information pertaining to various products of the Bank provided to the customer from time to time at the Bank’s discretion.

“**Services**” means the SMS-based information services provided to the customers through the network.

“**SMS**” means short messaging service which includes the storage, routing and delivery of alphanumeric messages over GSM / TDMA telecommunications system.

9. The capitalised terms used above would have the same meaning as those contained in the Credit Card Terms and Conditions.

Terms and Conditions

- The card holder hereby subscribes to the SMS Alert facility of the Bank whereby the card holder shall receive Short Messaging Service ("SMS") Alerts on the card holder's mobile phone number in the form of customised messages. The card holder shall not be able to undertake any transaction through the SMS Alert facility. The SMS Alerts shall only be sent to the mobile phone number which has been specifically provided by the card holder for the purposes of this clause.
- Such SMS Alerts will be available to the card holder only if the card holder is within the cellular service range of the particular cellular service provider of the card holder.
- If the card holder suspects that there is an error in the information contained in the SMS Alert sent to him, he / she shall inform the same to the Bank as soon as possible and the Bank shall endeavor to correct the error wherever possible on a best effort basis.
- The card holder agrees that the SMS Alert facility provided to the card holder is an additional facility for his / her convenience and is

susceptible to delay, error, omission and / or inaccuracy. The card holder shall not hold the Bank liable for any loss, damages etc., that may be incurred / suffered by the card holder on account of the SMS Alert facility.

- The Bank shall not be liable for any unauthorized use / access to the information and / or SMS Alert sent by the Bank to the mobile phone number of the card holder or for fraudulent duplicate or erroneous use / misuse of such information by any third person.
- Notwithstanding the above, it is clarified that even though the card holder has hereby subscribed to the SMS Alert facility, the Bank is under no obligation to send SMS Alerts to the card holders. Furthermore, the Bank reserves the right to send the SMS alerts to only those card holders who are availing the services of a specific cellular service provider.
- The Customer hereby authorizes the Bank to send promotional messages including the products of the Bank, greetings or any other messages the Bank may choose to send from time to time.
- The Customer agrees, unconditionally and irrevocably, that such messages / calls made by the Bank or its agents will not be considered as a breach of privacy.
- The Customer acknowledges and accepts that the services being

provided are dependent on the infrastructure, connectivity and services being provided by the Telcos within and outside the country and that the time lines and accuracy of the information sent by the Bank will depend on factors affecting the Network within and outside the country. The Bank shall not under any circumstances whatsoever, be liable for non-delivery or delayed delivery of information nor for error, loss or distortion in transmission of information to the Customer.

- The Bank will not be held responsible for any failure or delay on the part of the Telco to reload prepaid airtime of the Customer nor will the Bank be concerned with or held responsible for the suspension or permanent / temporary blocking of airtime allocated to Customers utilising postpaid airtime from the Telco. Customer complaints against the Telco will be addressed directly by and between the Customer and the respective Telco.
- The services being provided by the Bank in relation to Mobile Phone Banking facility may be temporarily suspended at any time for the purpose of carrying out repair and maintenance work in respect thereof, such suspension may also be carried out with respect of any security procedure required to be followed by the Bank.
- The Customer acknowledges that the services of the Bank will be implemented in different phases and that the Bank may decide to add certain facilities in addition to the services already provided. Conversely, the Bank may in its absolute discretion decide to cancel

or remove any part of or the entire services being provided to the Customer at any time without prior notice in respect thereof.

The services being offered by the Bank shall be subject to charges as provided in the Schedule of Charges (SOC) of the Bank, which may be revised from time to time and communicated through revised / latest SOC. Further, the Customer shall be liable for payment of aforementioned services and / or such airtime or other charges which may be levied by the Telco or the Bank in connection with receiving the Alerts. In the event that the Customer is required to make any payment in connection with the use of the services, the Bank shall have the right to debit the Customer's account(s) with the Bank. However, in case neither the Customer pays the charges nor sufficient balance available in his / her account, the Bank reserves the right to suspend the services without any prior notice

SMILE POINTS (REWARDS) PROGRAMME

Definitions

“**Card**” means MasterCard issued by the Bank to the Cardmember.

“**Cardmember**” means the Basic Cardmembers, and specifically excludes the Supplementary Cardmembers.

“**Redemption Partner Outlets**” means any merchant, outlet, shop, restaurant, chain store, hotel, gas station, boutique, shopping mall,

grocery store, retailer, super store or another similar establishment which is in the business of selling goods and services to Customers, which offers rewards on the Credit Card under the Rewards Programme.

“**Rewards**” means a product, gift, service, voucher or entitlement available to a Cardmember under the Reward Programme, at the Redemption Partner Outlet as published in the Redemption Online Catalogue that is current at the date of redemption of the Rewards by a Cardmember during the course of a Rewards Campaign.

“**Smile Point (Rewards) Programme**” means the benefit program for the Cardmembers operated by the merchants who are in contract with the Bank and facilitated by the Bank through its Credit Card issuance and the CHIP / Magnetic Strip Card acceptance machines placed at the above merchants and pursuant to Conditions.

“**Point**” means a point accumulated by a Cardmember towards participation in the Rewards Program through the use of Credit Card by the Cardmember. Point calculation is determined by the Rewards Programme mechanism.

Smile Points (Rewards) Conditions

1. The Smile Points (Rewards) Programme is an incentive and promotional offer available only to the basic Credit Cardmember (and specifically excludes the Supplementary Cardmember).

2. During the continuation of the Smile Points (Rewards) Programme, the Cardmember will be awarded one (1) Smile Point on each spend of Rupees (PKR 50 or equivalent foreign currency) and the Card Account is charged for the said amount only, or retail purchase, utility bill payments and balance transfer. The Bank reserves the right to change, at any time, the amount requisite to earn one (1) Smile Point. For titanium card holders, card member will be awarded one (1) Smile Point on each spend of Rupees (PKR 75 or equivalent foreign currency)
3. Cardmember has to make payment using his / her Credit Card at the Redemption Partner Outlets to qualify for the Smile Points (Rewards) Programme.
4. The Rewards will only be redeemed by inserting the Credit Card Chip / Magnetic Strip into an ORIX terminal at the payment counter of the Redemption Partner Outlets.
5. The Cardmember can find out the status of the Smile Points by calling the Bank's 24 hour Customer Interaction Centre at 111 060 606 or by checking the last Credit Card statement, insert or swipe your Credit Card at any ORIX terminal present at a Redemption Partner Outlet.
6. The Smile 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 the Bank), is not fraudulently operated, and is current (i.e. there are no past due outstanding balances on the Account).

7. Points are not transferable to any other person and 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 issuer of the same.
8. The Smile Points may be used for part payments of goods and / or services. You may pay the balance in cash or charge it to your Credit Card Account.
9. 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.
10. In case the merchant or the Cardmember forgets to insert the Chip / Magnetic Strip after the Credit Card transaction, no Reward Points will accrue to the Cardmember.
11. Smile Points accumulated under the Account will be cancelled / forfeited in the following events:
 - (i) The Cardmember has failed to pay the Liabilities as demanded by the Bank, resulting in the Credit Card being cancelled and the Account being declared write-off
 - (ii) The Cardholder himself opted for the cancellation of his Credit Card, resulting in his Account being declared attrite.

- (iii) The Account is expired or has ceased to be effective
 - (iv) The Cardmember has failed to comply with the Credit Card Terms and Conditions
 - (v) Accumulated Smile Points are not redeemed within 18 months
12. The Bank has taken and will take all reasonable care to ensure that what appears in the Reward Redemption Partner Outlet Online Catalogue is accurate, but does not accept any liability for any inaccuracy contained therein. All descriptions in the Catalogue are based on information provided by merchants and suppliers and the Bank cannot accept any liability as to the accuracy of such descriptions.
 13. The Redemption Partner Outlet Catalogue can be amended or modified by the Bank from time to time at its own discretion without notice to the Cardmembers.
 14. A Cardmember shall not accumulate any points with respect to cash advance transactions, mark-up charges, cash withdrawal, cash advance fee, late payment charges, over limit charges, return cheque charges, conversion fees, disputed transactions, and insurance cover premium.
 15. The Bank shall not be liable / responsible in respect of any issues / complaints / demands / claims / loss and / or damage related to / in connection with all or any benefits / services / rewards offered to the Cardmembers by the Bank.

16. In performance of the Smile Points (Rewards) Programme, Bank shall not be responsible for any delay or nonperformance from the participating Redemption Partner Outlets.
17. Bank gives no warranty (whether express or implied) whatsoever with respect to goods and services availed through exchange of accumulated Smile Points. In particular but without limitation, Bank gives no warranty with respect to the quality of the goods or services or their suitability or fitness for any purpose.
18. The Bank shall not be liable if the items purchased through Redemption of Smile Points from the participating Redemption Partner Outlets are not of standard quality, defective or damaged.
19. Bank is entitled at any time by giving a 30 day notice to the Cardmember in any manner whatsoever to terminate Smile Points or cancel or vary its benefits of features, or vary, or add to or delete any of these Terms and Conditions, or withdraw or change the participants of Smile Points, or modify or limit the value of Smile Points and / or the manner of their redemption even though any of such acts may diminish the value of the Smile Points already accumulated.
20. Items purchased through Redemption of Smile Points are not exchangeable, refundable, or redeemable for cash or credit under any circumstances, are not replaceable in the event of loss or destruction once bought and are subject to such Terms and Conditions as may be prescribed by the participating Redemption Partner Outlets.

21. The Bank shall not be liable if the Bank is unable to perform its obligations under these Terms & Conditions, due directly or indirectly to the failure of any machinery or communication system, including ORIX POS Terminals, industrial dispute, war, act of God, or anything outside the control of the Bank, nor shall the Bank be responsible for any delay in the transmission to the Bank of evidence of Reward Transactions by the participating Redemption Partner Outlets or any other third party.
22. If at any time any dispute arises in connection with either the Smile Points or these Terms and Conditions, the Bank's decision in connection with the same shall be final and binding.

Disputes & Resolution

- i). The bank shall be entitled, in its discretion to withdraw card member transaction investigation claim subject to no investigation (chargeback) rights available in compliance with franchise rule of MasterCard/VISA in case it is proven that the Card member has received SMS by the bank, into Card member registered mobile number against the alleged disputed transactions but is remained failure in blocking the said card with the bank on immediate basis resulting subsequent transactions have been authorized into Card member account.
- ii). All Card Absent Environment transaction's fraudulent disputes (without MasterCard Secure Code authentication process); the bank shall be entitled, in its discretion to withdraw card member transaction investigation claim counter exceeds 15 transactions subject to

alleged fraudulent transaction (s) is complying with franchise rule of MasterCard/VISA; prior reporting lost or misused card at bank , therefore, no investigation (chargeback) rights available. The entire disputed amount will be borne by the Basic Card member.

- iii). All Card Present Environment transaction's fraudulent disputes (Chip & signature, Chip & Pin); the bank shall be entitled, in its discretion to withdraw card member transaction investigation claim subject to alleged fraudulent transaction (s) is fully complying with franchise rule of MasterCard/VISA prior reporting lost or misused card at bank, therefore, no investigation (chargeback) rights available. The entire disputed amount will be borne by the Basic Card member.

Excess Payments in the Faysal Bank Credit Card Account

Kindly do not deposit excess cash in your Faysal Bank Credit Card account exceeding your total dues as it comes under SBP regulatory violation. In case there is any excess cash in your Faysal Bank Credit Card account, the Bank may refund the excess amount through Pay Order after deducting the Pay Order charges (as per Schedule of Charges).