

KFH-Bahrain Visa Credit Card Terms & Conditions

Important Notice

Please read these Terms & Conditions carefully. By applying for the Card, you are agreeing to these Terms & Conditions and acknowledge that these Terms & Conditions will govern your use of the Card. You agree to sign (and, if appropriate, have authorised users sign) in the space provided for authorised signatures on the Card before the Card is used. Your signature or the signature of authorised users on the Card and any use of the Card by you or any authorised user, is your agreement to comply with these Terms & Conditions.

1. Definitions

1.1 Annual Fee

The annual fee applicable to the Card as set out in clause 3.1 or such other amount as may be specified from time to time.

1.2 Card

The KFH - Bahrain Visa Card issued to you.

1.3 Cards

The KFH - Bahrain Visa Card and any Supplementary Card issued at your request.

1.4 Card Account

The account maintained by us for your use of the Card and subject to these Terms and Conditions.

1.5 Cardholder

The person in whose name the Card Account was opened.

1.6 Card Transactions

The purchase of goods or services or obtaining Cash Advances by using the Card, the Card's number or the PIN or in any other manner authorised by the Cardholder.

1.7 Cash Advance

Means any amount of money in Bahrain Dinars or any other currency withdrawn by the Cardholder or the Supplementary Cardholder by use of the Card or the Supplementary Card. *The cash advance is not applicable for SmartPay Cards.

1.8 Charge

Any fee charged (of whatever nature) and any taxes or sums that result out of the usage of the Card and which will be debited from the Card Account.

1.9 Credit Limit

The maximum debit balance permitted in the Card Account as determined and notified by KFH-Bahrain to the Cardholder from time to time.

1.10 KFH-Bahrain

Kuwait Finance House (Bahrain) BSC (c).

1.11 Merchant

Any person, company, firm, business or organisation which accepts the Card in payment of goods and/or services

1.12 Minimum Payment

- The minimum payment due every month is the greater of 5% of the Card outstanding balance as indicated in your monthly statement or BD10, or the entire amount if less than BD10, plus the monthly instalment of the Annual Fee applicable for that month and the full Cash Advance Amount and any other applicable fees, such as, but not limited to forex mark up and associate VAT.
- The SmartPay Cards repayment shall be the total instalments amount plus the monthly instalment of the Annual Fees and any other applicable fees, such as, but not limited to forex mark up and associated VAT.

The Cardholder shall select from installment plans offered by KFH- Bahrain and if no selection is made then repayment shall be over 36 months.

1.13 PIN

Means the related Personal Identification Number issued to the Cardholder and the Supplementary Cardholder.

1.14 Supplementary Card

A KFH-Bahrain Visa Card issued to the Supplementary Cardholder at your request.

1.15 Supplementary Cardholder

The person nominated under clause 2-3 and whose Transactions are chargeable to the Card Account.

1.16 Agreement

The Terms and Conditions set out herein (as may be amended, modified or supplemented from time to time) duly accepted by the Cardholder.

We, Our, Us

Refers to KFH-Bahrain.

You and Your

Refers to the person and/or persons to whom a Card is issued, which term shall include any person to whom Supplementary Cards are issued or persons otherwise authorised to use the Card or Supplementary Card.

2. Use of the Card

1. You must sign the Card issued to you in ink as soon as you receive it and before you use it.
2. You may only use the Card until the expiry date shown on the face of the Card.
3. You may request us to issue up to two Supplementary Cards to any person you nominate as long as they are eligible for a Card. You shall procure that any person issued a Supplementary Card signs the Supplementary Card when received and before use.
4. You are responsible for all Card Transactions and Cash Advances done by any Supplementary Cardholder, even if they do something which makes you in breach of this Agreement. You must ensure that the Supplementary Cardholder uses the Supplementary Card according to this Agreement.
5. Do not give your Card or Card Account number to others or allow them to use the Card as doing so will make you liable for all Card Transactions, Cash Advances, and Charges to the Card by others.
6. Do not use the Cards for purchasing goods for the purpose of resale. Do not sell or return any goods purchased through the Card to get its value in cash. Without prejudice to the foregoing, you shall be entitled to return goods purchased through the Card, and we shall credit its value to the Card Account, but only if the Merchant requests us to do so.
7. We may issue another Card in the future as a replacement for your existing Card, and KFH-Bahrain reserve its right to amend this Agreement. We will notify you about any amendments to the Agreement in accordance with clause 12.
8. If you want to cancel your Card or any Supplementary Card, you are responsible for returning the Card and/or any Supplementary Card to us and completing the cancellation form.
9. The Cards may not be used for any unlawful purpose.

3. Annual Fee

- 3.1 The Annual Fee is charged on each Card and payable by you for use of the Cards and shall be an amount equal to:
 - (i) BD 240 for Classic Cards where the Credit Limit is between BD 300 and BD 2,000;
 - (ii) BD 1,200 for Gold Cards where the Credit Limit is between BD 1,000 and BD 10,000; and
 - (iii) BD 2,400 for SmartPay Cards where the Credit Limit is between BD 3,000 and BD 20,000;
 - (iv) BD 3,600 for Signature Cards where the Credit Limit is between BD 3,000 and BD 30,000;
 - (v) BD 12,000 for Infinite Cards where the Credit Limit is between BD 5,000 and BD 100,000.
- 3.2 We shall charge your Card Account the applicable Annual Fee in 12 monthly instalments commencing with the first statement date in each 12 month billing cycle.
- 3.3 Should a fee exceed the actual cost of the service against which it is charged, the additional remaining value, once costs have been deducted, will be donated to a charity of the Bank's choosing.

4. Amount of Credit

- 4.1 You must keep within and not exceed your Credit Limit. Your Credit Limit is a combined credit limit for all the Cards under the Card Account, and the total aggregate balance on all the Cards must not exceed the Credit Limit.
- 4.2 The Credit Limit will appear on your monthly statement together with the available amount of credit as at the statement date.
- 4.3 If your total balance exceeds the Credit Limit, you must make immediate payment of a minimum of the excess above the Credit Limit. Notwithstanding the foregoing, we reserve the right to terminate this Agreement in addition to the remedies available to the Bank as set in clause 15 should your total indebtedness exceed the Credit Limit.
- 4.4 If you fail to settle the minimum payment on or before the due date, we reserve the right to review and decrease your Credit Limit or terminate this Agreement in addition to the remedies available to the Bank as set in clause 15 below.

5. Personal Identification Number (PIN)

- 5.1 You will be given a PIN for use of the Card and you agree to comply with the provisions of clause 10 and clause 11 in protecting any PINs associated with the Cards.
- 5.2 The Cards are not intended to be used at Automated Teller Machines (ATM) for the purpose of Cash Advances. If you choose to use the Cards for Cash Advances, your PIN will allow you to do so. We shall charge the Cards a fee in respect of Cash Advances which you agree will be added to your monthly balance to cover handling fees at an amount equivalent to BD 4.400 (including VAT) per transaction.
- 5.3 Any Cash Advance charged to the Cards by you or any authorised user of the Cards will be reflected in the Minimum Payment due for the applicable month and as such must be settled in full on the payment due date immediately following such Cash Advance.
- 5.4 Some limitations on ATM Cash Advances may apply, such as limitations on amount, number or currency denominations.
- 5.5 The cash withdrawal feature is not available for SmartPay Cards.

6. Foreign Exchange Transaction

- 6.1 If you make a Card Transaction or Cash Advance in a foreign currency, we shall convert that Card Transaction or Cash Advance to Bahraini Dinars, and such conversion shall be on the basis of an implied delegation whereby you delegate us to make such foreign exchange transactions on your behalf. The conversion shall take place on the date we process the Card Transaction or Cash Advance (being the date we receive and pay the relevant payment request), and the conversion rate applicable at the date of processing may not be the same conversion rate as at the transaction date.
- 6.2 Unless a specific exchange rate is required by applicable law, you understand, agree and accept that we will use exchange rates selected from customary industry sources. This exchange rate may be the same, greater than or less than the rate applied by institutions in the country in which the Card Transaction or Cash Advance occurred.
- 6.3 We reserve the right to charge a commission of 2.2% (including VAT) on each Card Transaction or Cash Advance made in a currency other than Bahraini Dinars or made outside the Kingdom of Bahrain but within the countries of Eastern Europe, the Middle East, North Africa and Asia. For each Card Transaction or Cash Advance made outside the Kingdom of Bahrain and outside the countries of Eastern Europe, the Middle East, North Africa and Asia, we reserve the right to charge a commission of 2.2% (including VAT) on each Card Transaction or Cash Advance made. Such commission shall be payable on the basis of the implied delegation which is created between us whereby you authorise us pursuant to clause 6.1 to make foreign exchange transactions on your behalf.

7. Liability

- 7.1 You are liable to us for all Card Transactions on the Cards.
- 7.2 Any Supplementary Cardholder shall be jointly and severally liable with you for all Card Transactions on the Supplementary Card.
- 7.3 We are not responsible nor shall we bear any liability for any goods or services charged on the Card Account by you or for the quality or performance of any goods or services. You cannot use a claim you may have against someone else to make a claim against us, or refuse to pay us, unless you have a legal right to do so. You must raise any claim or dispute directly with the concerned Merchant and you are not entitled to withhold payment from us because of such claim or dispute.
- 7.4 We are not responsible if any Merchant refuses to honour the Cards or your Card Account or if an ATM refuses to process a Cash Advance request.

8. Authorisations

- 8.1 Certain Card Transactions may need to be authorised by us before being accepted by a Merchant. We reserve the right to refuse to authorise any Card Transactions, or other transaction without cause or prior notice even if the Credit Limit has not been exceeded. We shall not be liable to you or anyone else for any loss or damage resulting from such refusal without cause or notice.
- 8.2 We further reserve the right to refuse authorisation for certain Card Transactions which may include, without limitation, transactions which would make the balance under the Cards in excess of the Credit Limit or transactions which are not Sharia compliant such as gambling, ATM usage at casinos, purchasing alcoholic beverages, weapons, ammunition and/or any other unlawful purchases.
- 8.3 We may (i) introduce a new charge or (ii) increase a current charge for any service provided under or in connection with your Card Account and you will be promptly informed before the changes take effect. KFH-Bahrain will give the Card holder the option of terminating this relationship and settling in full within 15 days of application of the change if the Card holder does not accept the increased or new Charge. If the Cardholder does not terminate the relationship within the above period, the Card holder will be deemed to have accepted such change.

9. Monthly Statements and Payments

- 9.1 We shall endeavour to send you a statement once a month for each billing period during which there is any activity or a balance outstanding on your Card Account. Our inability to send the monthly statement shall not release you from your obligation to pay the outstanding amount of your Card Account.
- 9.2 You agree to pay all amounts due on your Card Account, charged by you or any authorised user of the Cards. You must make all payments by the monthly payment due date. You may pay all or any part of the balance outstanding at any time, provided however that you agree to pay the Minimum Payment due by the due date which will normally be 20 days after your statement date.
- 9.3 The Minimum Payment on your Card Account may include any historical amount due, any previously unpaid transactions and/or any fees assessed against your Card Account.
- 9.4 You agree that monthly statements provided to you are correct unless you notify us in writing of any alleged errors. If you do not notify us of any alleged errors within 15 days, the statement shall be correct, conclusive and binding on you.
- 9.5 Even if an amount is in dispute, you agree to pay the Minimum Payment that is due, less any portion attributable to any disputed amount.

10. Protecting Your Card and Account Information

- 10.1 You must:
 - (i) keep the Cards (including the Card details) safe and not allow anyone else to use them; and
 - (ii) memorise your PIN and other security information and keep them secret at all times, never write the PIN on the Cards or on anything usually kept with them or write down or record the PIN or other security information without first disguising it and destroy the letter with your PIN straightaway.

11. Lost or Stolen Cards and PINs

- 11.1 The Cardholder or the Supplementary Cardholder shall immediately inform us, using the telephone numbers provided on the Card, below or using KFH Jazzel Banking Application if the Card or the Supplementary Card is lost or stolen or that someone is misusing the Cards or knows the PIN.
- 11.2 The Cardholder shall remain responsible for any losses that may occur as a result of the unauthorised use of the Card in the period prior to informing KFH-Bahrain in the manner specified in clause 11.1 above.
- 11.3 The Cardholder and the Supplementary Cardholder shall provide all the available information regarding the lost or stolen card, and KFH-Bahrain, without further notification to the Cardholder, will provide such information to the Police.
- 11.4 Lost Cards subsequently found shall not be used but must be cut in half and returned to KFH-Bahrain immediately.

12. Amendments

- 12.1 We may amend this Agreement at any time and will apply any new terms to your Card Account as of the effective date of the change, subject to provisions of applicable law. For example, we may make changes that are personal to you based on changes in your credit risk or general changes to take account of: market conditions; changes in the cost of providing this service to you; changes or predicted changes in legal or other requirements affecting us; any system or product development.
- 12.2 If we modify this Agreement, we will give you notice as required by law. We will tell you about any changes by advertising them in the press, putting messages in your monthly statement, sending you a separate written notice, or on our website. Most changes will happen at least 30 days after we tell you about them, providing you with ample notice to acknowledge and to abide by them.
- 12.3 We may (i) introduce a new charge or (ii) increase a current charge for any service provided under or in connection with your Card Account and you will be promptly informed before the changes take effect. KFH-Bahrain will give the Card holder the option of terminating this relationship and settling in full within 15 days of application of the change if the Card holder does not accept the increased or new Charge. If the Cardholder does not terminate the relationship within the above period, the Card holder will be deemed to have accepted such change.

13. Renewal

- 13.1 The Cards are valid until the expiration date printed on the face of the Card or Supplementary Card. You authorise us to renew the Card and any Supplementary Card before the applicable expiry date and you understand that the applicable Annual Fee will be charged to your Card on the anniversary of the issue date of the Cards.
- 13.2 We reserve the right to refuse to renew the Card or any Supplementary Card without cause. You must notify us in writing at least fifteen days before renewal should you wish not to renew your Card or any Supplementary Card associated with your Card Account.

14. Termination

- 14.1 All Cards are the property of KFH-Bahrain and must be returned to us on demand. Upon request, you and any Supplementary Cardholder must refrain from using the Cards and must promptly return them to us. If requested to return the Cards, or if we believe the Cards are being misused we may put a stop on them, suspend your Card Account or ask others, including Merchants, to hold onto them for us.
- 14.2 Either of us can terminate this Agreement by giving 15 days written notice to the other Party. You must return all Cards to us and cancel any instructions you have given to others to charge transactions to your Card Account. You must make all payments due and this Agreement will continue until all amounts you owe have been paid, including amounts added to your Card Account after the notice to end the Agreement. Termination will only be effective when we receive all Cards associated with your Card Account and all outstanding sums in respect of your Card Account have been paid to our satisfaction.
- 14.3 You may suspend or cancel a Supplementary Card by notifying us in writing but you will remain liable for all Card Transactions charged to the Supplementary Card until suspension or cancellation.
- 14.4 We may require you to repay immediately all amounts you owe us under this Agreement if you breach this Agreement or if you become bankrupt or are likely to become bankrupt, and against your estate in case of death, but we will follow any legal requirements before we do so.

15. Default

- 15.1 You will be in default if you fail to make a payment when due, exceed your Credit Limit, become subject to bankruptcy or insolvency proceedings, do not comply with this Agreement or if you have provided false information to obtain or maintain your Card Account.
- 15.2 If you are in default, we may, at our sole discretion, declare all amounts you owe to be immediately due and payable, suspend your Card Account, cancel the Cards and revoke any privileges associated with the Cards. We shall also be entitled to claim any and all actual costs and expenses incurred by us due to the default, including legal costs and expenses associated with enforcing our rights under the terms of this Agreement.
- 15.3 In the event of default, you agree to destroy and/or return all Cards to us or our designee upon demand.
- 15.4 The Bank has the right of lien on all assets and properties of whatsoever nature deposited or held by the Bank in the name of the Customer or on his/her behalf. The Bank may hold such assets as security for payment of any indebtedness due from the Customer to the Bank without prejudice to any other security held by the Bank for such indebtedness, and may, at its sole discretion, set off such amounts to satisfy such indebtedness.

16. Indemnity

- 16.1 You agree to indemnify and hold us harmless against all claims, demands, actions or proceedings which may be made against us and in respect of any and all damages, liabilities, losses, costs and expenses (including legal costs on a full indemnity basis) which may be incurred, sustained, suffered by us, directly or indirectly, due to the use or misuse of the Cards, negligence, misconduct, or breach of this Agreement on your part and/or any other act, thing or matter arising out of or in connection with this Agreement.

17. Other Charges

- 17.1 Any cheque used to make payment on your Card Account and returned to us for any reason will result in a returned cheque fee charged to your Card Account.
- 17.2 A fee will be charged to your Card Account whenever we furnish you with a new Card to replace one which you lost or destroyed. This fee will not be charged for Cards which we reissue on a periodic basis to replace those Cards which expire.
- 17.3 We will charge your Card Account a fee for each copy of a sales, Cash Advance or transaction slip we furnish to you upon your request.
- 17.4 We will charge your Card Account a fee for each duplicate copy of your monthly statement we furnish to you upon your request.
- 17.5 Other fees and charges may apply, however, the Cardholder will be fully informed before such fees and charges are applied in accordance with clause 12 above.

18. General

- 18.1 If we know of, suspect or wish to prevent misuse of the Card or any Supplementary Card (which could include fraudulent or illegal activity or use of the Cards other than in accordance with the terms of this Agreement) we may, without notice: (i) refuse to approve a transaction; (ii) cancel or suspend your right or a Supplementary Cardholder's right to use the Card or any Supplementary Card for any or all purposes; or (iii) refuse to replace any Card. This Agreement will continue even if we do any of these things and we will not be responsible or incur liability for any loss or damage you or a Supplementary Cardholder may suffer as a result.
- 18.2 We will not be liable to you for failures caused by any machine failing to work and industrial disputes or other events that we cannot reasonably control.
- 18.3 You must notify us as soon as possible if you change your address or you or any Supplementary Cardholder changes their name or other personal details.
- 18.4 You have accepted that we may transfer to any other person any or all of our rights and duties under this Agreement at any time (including, without limitation, our duty to provide credit to you) with 30 days prior notice. Your rights under this Agreement and your legal rights will not be affected.
- 18.5 Your rights under this Agreement cannot be transferred by you without our prior written consent, and your obligations shall be binding upon your estate or personal representatives.
- 18.6 There may be other taxes and costs, which are not paid through us or charged by us, that you have to pay in connection with this Agreement.
- 18.7 This Agreement, and all our dealings with you, are governed by Bahrain law and subject to the exclusive jurisdiction of the Bahrain courts. Notwithstanding the provisions of this clause 18.7, you and we recognize and agree that the principle of the payment of interest/ usury is repugnant to Sharia and accordingly to the extent that Bahrain law would but for the provision of this clause, impose whether by contract or statute an obligation to pay interest/usury or a sum in the nature of interest/usury, you and we hereby irrevocably and unconditionally expressly waive and reject any entitlement to recover from the other interest/usury or sum in the nature of interest/usury.
- 18.8 In the event of any discrepancy in the Arabic and English text of this Agreement, the Arabic text will prevail.

19. Contact Us

- 19.1 You can contact us for advice or with queries by calling us on +973 7777 7777, writing to us at the address below or visiting any KFH-Bahrain branches. If your Card, Card details or PIN are lost or stolen, call us immediately on +973 7777 7777.
- 19.2 If you have any question relating to your Card Account including any difficulty with your payments, call Customer Service 7777 7777, Fax +973 77000600 or write to us at:
Kuwait Finance House (Bahrain) B.S.C. (c)
Att: Card Department, P.O. Box 2066, Manama, Kingdom of Bahrain
If we ask, you must write to us within seven days to confirm your call.
- 19.3 If you would like to file a formal complaint regarding our products or services please contact us: Email: complaints@kfh.com. bh, Or write to us at: The Complaints Office, Kuwait Finance House-Bahrain, West Tower, Bahrain World Trade Center, PO Box 2066, Kingdom of Bahrain.

Applicant's Signature _____

Date _____