

## Terms and Conditions of Bank Alfalah Credit Card

These terms and conditions shall be applicable to the Bank Alfalah Credit Card. Any person who has been issued a Credit Card by Bank Alfalah Limited and has signed at the back of the Card and/or has used the Card shall be bound by these terms and conditions.

### 1. Definitions

**'APR'** means Annual Percentage Rate.

**'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 to the VISA global ATM network, or the affiliated networks which accept the Card.

**'Bank'** means Bank Alfalah Limited and only refers to the branches of Bank Alfalah Limited carrying on business in Pakistan.

**'Card'** means the applicable Bank Alfalah Credit Card issued by the Bank to the Cardholder and includes Supplementary/Virtual and subsequently issued a renewal or replacement Card, if any, unless the context otherwise requires.

**'Cardholder'** means the original person excluding any Supplementary/Virtual Cardholder who is issued a Card and for whom the Card Account is first opened by the Bank.

**'Card Account'** means the Bank Alfalah Credit Card account, as the case may be, opened by the Bank for the purpose of entering debits incurred by or for the account of, and credits received by or for the Cardholder and Supplementary/ Virtual Cardholders, 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.

**'Cash Advance'** means any amount in any currency provided to the Cardholder and/ or Supplementary Cardholder by the Bank or participating bank or ATM displaying the scheme logo and whether in cash or another form of payment.

**'Card Transaction'** means any Cash Advance or the amount charged by the Bank or any Merchant for any goods, services, benefits, or reservation obtained by the use of the Card or the Card numbers or the PIN or in any other manner by the Cardholder and/or Supplementary Virtual Cardholder, including without limitation, mail, facsimile orders or reservation authorised or purported to have been authorised or made by the Cardholder and/or Supplementary/ Virtual Cardholder, regardless of whether a sales or Cash Advance or other voucher or form is signed by the Cardholder.

**'Charges'** means the amount of all and any purchases charged and all amounts payable by the Cardholder and as applicable, Supplementary/Virtual Cardholder, arising from the issue or use of the Card and includes, but is not limited to, all Card transactions, costs, disbursements, fees imposed by the Bank and all loss and damage 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 Cardholder and/or the Supplementary Virtual Cardholder, or the Bank's enforcement or attempted enforcement of its rights under these terms and conditions in connection therewith.

**'Contactless Transactions'** means any transactions for the purchase of goods and/or services that are successfully carried out by tapping or holding the Contactless Card on the applicable Contactless reader and where each transaction is successfully approved or posted on the Bank's systems.

**'Contactless Merchant'** means a point-of sale reader terminal at which the Contactless Card may be used by tapping or holding the card to execute Contactless transactions.

**'Credit Limit'** means the maximum outstanding balance permitted by the Bank in the Card Account, and notified to the Cardholder from time to time.

**'Current Balance'** means the total balance outstanding on the Card Account and payable to the Bank by the Cardholder, or the total outstanding balance stated in the Card Account, as the case may be, according to the Bank's records on the date the Statement of Account is issued including all charges and liabilities.

**'Liabilities'** means any or all amounts payable whatsoever by the Cardholder to the Bank pursuant hereto (other than 'Charges') including every type of exchange or other premium, fees, imposts, duties and levies of whatsoever kind and/or amounts 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 Cardholder and/or Supplementary/ Virtual Cardholder and further including, without limitation, fines, costs, expenses, damages (liquidated or otherwise) and legal costs and disbursements charged or incurred in connection with the application and/or enforcement hereof.

**'Merchant'** means any retail and service outlets that have entered into a written agreement to accept Credit Cards in the payment or reservation of goods and services.

**'Minimum Payment Amount'** means The minimum amount payable by you is 1% of the principal balance plus unpaid minimum payment amount of any previous statement of account, excess outstanding balance over the credit limit, billed markup, billed fees and charges and SBS instalment (if any), or Rs. 500, whichever is higher.

**'Month'** means a calendar month.

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

**'PIN'** means the Personal Identification Number generated by the Cardholder or a Supplementary/Virtual Cardholder (if applicable) to enable Card use at an ATM and/or other authorised terminals, displaying the scheme logo for a Cash Advance.

**'Rupee'** means Pakistani Rupee for the purpose of these terms and conditions.

**'Statement of Account'** means the Bank's monthly or other periodic statements of account sent to the Cardholder showing particulars of the Current Balance and Minimum Payment Amount incurred by and/or for the account of the Cardholder and any Supplementary/Virtual Cardholder and payable to the Bank on Payment Due Date.

**'Supplementary Card'** means the supplementary Bank Alfalah Credit Card issued by the Bank to the Supplementary Cardholder, at the request of the Cardholder, and includes subsequently issued a renewal or replacement Supplementary Card, if any.

**'Supplementary/Virtual Cardholder'** means the person to whom the Supplementary/ Virtual Card has been issued by the Bank.

**'Virtual Card\*'** means a Supplementary Card that allows existing Credit Cardholders to easily and safely make transactions online.

In these terms and conditions, unless the context otherwise requires:

- I. Words with only singular number shall include the plural number and vice versa.
- II. Any reference to a Cardholder includes where the context permits any or all heirs, executors, administrators and successors-in-interest.
- III. The headings to the clauses shall not be taken into consideration in the interpretation

or construction of these terms and conditions.

## 2. Collection of the Card

2.1 The Card may be collected by the Cardholder or couriered to the Cardholder at the discretion of the Bank (pursuant to such conditions as are or may be specified by the Bank). In the event of the Card being sent by courier, the same shall be at the sole risk of the Cardholder. All renewed and replaced Cards thereafter will be sent by courier to the Cardholder's last known billing address, at the sole risk of the Cardholder.

2.2 The Card must be signed by the Cardholder and/or Supplementary Cardholder(s) whose name appears on the face of the Card, immediately on receipt thereof in the space provided for signature at the back of the Card. The retention and/or use of the Card shall be deemed to be the confirmation of these terms and conditions by the Cardholder and/or the Supplementary/Virtual Cardholder, as the case may be.

2.3 In order to activate use of the Card, the Bank may in its sole discretion require the Cardholder and/or Supplementary/ Virtual Cardholder, upon receiving the Card, to communicate agreement to activation thereof in the manner as the Bank may desire.

2.4 If the Card is not signed by the Cardholder and/or the Supplementary Cardholder in accordance with Clause 2.2 herein and the Card is lost or stolen then the Cardholder shall be liable and responsible to reimburse the Bank for any card transaction which might take place on the Card.

## 3. Restriction in use of the Card/Cardholder particulars

3.1 The Card is not transferable and no person other than the Cardholder or the Supplementary Cardholder whose name appears on the Card is permitted (and the Cardholder and the Supplementary/Virtual Cardholder will not permit any other person) to use the Card for Charges and/or Card Transactions or for identification or for any other purpose. The Cardholder and the Supplementary/Virtual Cardholder will not use the Card before or after the validity or expiry dates as embossed on the Card.

3.2 The Cardholder shall be bound by these terms and conditions and shall be exclusively liable for all Charges and Liabilities (including the Charges and Liabilities of Supplementary Virtual Cardholders) and any other costs and expenses and it is agreed that the Card may only be used by the Cardholder or the Supplementary/ Virtual Cardholder: – for Card Transaction authorised by the Bank; – to obtain the facilities, benefits, and services made available by the Bank or any Merchant from time to time; and – within the Credit Limit permitted by the Bank unless the Bank's prior approval is obtained. If, at any time the Cardholder and/or the Supplementary/Virtual Cardholder cause(s) the Credit Limit to be exceeded, then without prejudice to the Bank's rights and remedies, the Cardholder shall be liable to make immediate payment of the excess over Credit Limit.

3.3 Notwithstanding that the Cardholder's Credit Limit has not been exhausted, the Bank in its absolute discretion shall have the right, anytime and without notice and without giving any reason and without liability to the Cardholder, the Supplementary/Virtual Cardholder or any other party, to withdraw or restrict the Cardholder's or Supplementary/ Virtual Cardholder's right to use the Card or to refuse to authorise any Card transaction, or increase or decrease the Credit Limit, or modify or terminate any of the facilities made available to the Cardholder or the Supplementary/Virtual Cardholders. Such action may be taken by the Bank in respect of a specific or all Cardholders or the Supplementary/Virtual Cardholders at the Bank's own discretion and may be taken notwithstanding that they may not be in default of these terms and conditions.

3.4 The Cardholder and Supplementary/ Virtual Cardholder shall respectively notify the Bank of any change or imminent change in any particulars stated in the Card application form or other information provided to the Bank (including any name change) and respectively agree to provide any other information or particulars if requested by the Bank. In case of the occurrence or proposed occurrence of any of the following events (whichever is earlier), the Cardholder shall immediately notify the Bank of such occurrence: A. His/her intention to reside outside Pakistan. B. Any change in the Cardholder's particulars or other information including the Cardholder's residential or office address or in his/her employment or his/her position with his/her employer, as the case maybe.

3.5 A. Neither the Cardholder nor the Supplementary/Virtual Cardholder shall use the Card for any purpose or transaction prohibited by law 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. If in defiance of this clause the Cardholder gives/uses his Card number on the internet then the Cardholder shall reimburse the Bank for the full amount of any loss, damage or expense incurred by the Bank. B. In the event that the Cardholder or a Supplementary/Virtual Cardholder uses the Card for any purpose or transaction prohibited by law as indicated in Clause 3.5 A. above, then the Cardholder or the Supplementary/Virtual Cardholder, as the case may be, who used the Card for any purpose or transaction prohibited by law shall be fully responsible/liable under the law for using the Card for such purpose or transaction. The Bank shall have no liability/ responsibility of whatsoever nature and howsoever arising on account of the Card being used for a purpose/ transaction prohibited by law. In the event that the Bank shall incur any loss, damage or expense as a result of such usage, then the Cardholder and/or the Supplementary/Virtual Cardholder shall immediately reimburse the Bank for the full amount of the aforesaid loss, damage or expense.

3.6 The Card shall at all times be and remain the property of the Bank. The Cardholder and the Supplementary/Virtual Cardholder(s) agree to be bound by the terms and conditions governing the use of the Card and any variations or amendments thereto which the Bank may make from time to time at its discretion.

#### 4. The Card Account

4.1 The Bank shall debit to the Card Account all Charges and Liabilities and any other costs or expenses incurred or payable by the Cardholder under these terms and conditions and the Cardholder shall be liable to pay to the Bank all such amounts regardless of whether a sale voucher, a cash advance voucher or any other voucher in respect of any Card transaction is signed by the Cardholder or the Supplementary/Virtual Cardholder. The Bank shall also debit all charges, liabilities, losses or damages incurred or sustained by the Bank arising from or relating to the issue or use of the Card (or any indemnity herein or otherwise given) or a breach of these terms and conditions by the Cardholder and/or Supplementary/ Virtual Cardholder.

4.2 The Bank shall convert the amount of all non-US Dollar Charges (excluding any Rupee Charges) incurred or arising out of Card transactions to US Dollars at the rate of exchange applied by the Bank for such purpose in accordance with the applicable rules or business practice of the Bank on the date the Card Account is debited with that Card Transaction or liability or such other date the Bank may deem fit in its absolute discretion and debit the Card Account with such converted amounts. The Cardholder and Supplementary/Virtual Cardholder waive any and all rights to dispute or question any rate of exchange so applied by the Bank.

4.3 The Bank shall convert the amount of all original and/or converted US Dollar Charges (i.e. non-US Dollar charges converted into US Dollar Charges under Clause 4.2) arising out of or relating to Card Transactions and Charges of the Cardholder and Supplementary/Virtual

Cardholder into Pakistani Rupees at the rate of exchange specified for such purpose in accordance with the applicable rules of the Bank or, in the absence thereof, in accordance with the usual business practice of the Bank.

4.4 The Cardholder shall be exclusively and fully liable to pay all amounts debited to the Card Account by the Bank (as more particularly specified in Clause 8).

4.5 The Cardholder hereby irrevocably authorises and empowers the Bank to open such Rupee and foreign currency account(s) as the Bank may deem appropriate and the Cardholder agrees, with respect to any Rupee and/or foreign currency account opened by the Bank on his or her behalf, that:

4.5.1 The Cardholder will, upon receipt of the first Statement of Account, deposit such initial account opening foreign currency balance as may be prescribed by the Bank from time to time.

4.5.2 Cheque books will be issued in respect of the Account and the Cardholder/User will be entitled to withdrawals as per the prescribed credit limit assigned from time to time by the Bank.

4.5.3 No profit or return of any type will be paid, or accrued, upon any credit balances maintained in the Rupee and Foreign Currency Account at any time.

4.5.4 The Bank may at any time in its discretion discharge its entire liability with respect to any such account by mailing to the Cardholder at the address on file, its draft in the currency of the account(s) without recourse to the Bank as drawer and payable to the order of the Cardholder in the amount of the existing credit balance in the account(s) deducting therefrom the amounts of any claims that the Bank may have to such funds.

4.5.5 All amounts standing to the credit of the Foreign Currency Account (less any sums owing to the Bank) are payable solely at the Bank in Pakistan, and shall be governed by and subject to laws in effect from time to time in Pakistan. As used herein 'laws' include circulars, notifications, regulations and orders of the State Bank of Pakistan. Any Credit Balances in the Accounts are not insured by the Deposit Protection Scheme (DPS) of UK nor by Federal Deposit Insurance Corporation (FDIC) of the USA nor by any other or company outside Pakistan.

4.5.6 All the account(s) opened by the Cardholder shall be governed by the terms hereof.

4.6 The Cardholder hereby irrevocably authorises the Bank to effect debit to the Pak Rupee Credit Card Account of the Cardholder maintained with the Bank in order to purchase Foreign Currency Notes or other allowed instruments on behalf of the Cardholder to effect remittance, or to instruct money exchanger and/or any other corporation or body authorised under the law to deal in foreign exchange transactions to effect such remittances on behalf of the Cardholder against payment of equivalent Pak Rupee debited from Cardholder's account together with all applicable costs, as allowed by the State Bank of Pakistan, for settlement of the Foreign Currency dues/outstanding balance of the Cardholder. In this regard the Cardholder irrevocably authorises the Bank to purchase or instruct to purchase foreign currency (instruments/cash) from the authorised money changers or equivalent currency exchange instruments as allowed by law and accordingly debit the relevant local currency account of the Cardholder (at the sole risk, cost and expense of the Cardholder) in order to recover all outstanding Rupee and Non-Rupee charges and liabilities and all costs and expenses incurred as per these terms and conditions. The Cardholder also irrevocably authorises the Bank to debit his Pak Rupee account for a handling fee which the Bank deems appropriate and may impose from time to time for such foreign currency handling.

## 5. Foreign Transactions

Transactions in foreign currency other than U.S. Dollars (the 'non-U.S. Dollar transaction amount') will be converted into U.S. Dollars before being converted into Rupees. The conversion rate is based on interbank rates (selected from customary industry sources) on the business day prior

to the day on which the transaction is processed. Those rates may differ from the rates in effect on the transaction date. American Express applies a foreign exchange conversion charge of 1.5% to the amount converted from the non-U.S. Dollar transaction amount to U.S. Dollars. While converting the US Dollars into Pak Rupees, the Bank will also apply a foreign exchange conversion charge of 1.5% on all foreign currency transactions.

## 6. Payment

6.1 The Bank shall every month send a Statement of Account to the Cardholder at the Cardholder's last known billing address and the Cardholder shall pay at least the Minimum Payment Amount stated therein by the Payment Due Date. In the event that the Bank is unable to send a Statement of Account for any reason whatsoever, the Bank shall not be liable to the Cardholder and the obligations of the Cardholder under these terms and conditions to the Bank shall not cease and all applicable Charges and Liabilities and other costs and expenses payable under these terms and conditions shall continue to accrue and for the purpose of calculation and establishment of the date on which the payment is due, the Bank may select a date each month as the Payment Due Date.

6.1.1 If the Cardholder effects full payment of the Current Balance outstanding in the Card Account on or before the Payment Due Date subject to the collection of the required service fees and other fees for Cash Advances payable under Clause 6.2 for the period covered by the relevant Statement of Account, the Bank will not charge any service fees.

6.1.2 If the Cardholder effects payment of any amount less than the Current Balance then Outstanding on or before the Applicable Payment Due Date, the Cardholder agrees to pay a service fee as per Schedule of Bank Charges (or such other percentage as the Bank may specify from time to time) from the transaction date of the current balance then outstanding in the Card Account until the amount paid in full, as detailed in the Statement of Account to which such payment relates. Also, all transactions being made in the meanwhile, till the full outstanding amount is paid, would be subject to the service fee at the same rate.

6.1.3 If the Cardholder fails to effect payment of at least the Minimum Payment Amount on or before the applicable Payment Due Date, in addition to outstanding amounts then due and payable, the Cardholder agrees to make payment of a delayed payment fees of 10% (or such percentage as the Bank may specify from time to time) of the Minimum Payment Amount then outstanding as detailed in the Statement of Account for the applicable period or Rs. 600/- (or such other amount prescribed from time to time by the Bank), whichever is greater. This will be in addition to all other charges applicable.

6.2 If the Cardholder 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 Cardholder 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 all delayed payments, Cash Advance or other fees relating thereto and all other applicable costs and expenses by the Payment Due Date specified in the Current Statement of Account. In the event the Cardholder exceeds the Credit Limit without the Bank's prior written approval, the Cardholder will pay, on demand or within the period as specified by the Bank, such unauthorised excess over the Credit Limit together with any costs and expenses in relation thereto.

6.3 All payments to be made by the Cardholder shall be in rupees. Accordingly, for non-Rupee Charges payable by the Cardholder, the Cardholder hereby irrevocably authorises the Bank to effect debit to the Foreign Currency Account of the Cardholder maintained for this purpose with the Bank. To appropriate the proceeds therein and/or to take such further action whatsoever as

the Bank deem appropriate or necessary to fund such account for and on behalf of the Cardholder by way of purchase of foreign currency from authorised money changers and/or Foreign Exchange Bearer Certificates and/or equivalent currency exchange instruments as allowed by law and accordingly debit the relevant local currency account of the Cardholder opened pursuant to Clause 4.5 or otherwise (at the sole risk cost and expense of the Cardholder) in order to recover all outstanding non-Rupee Charges and Liabilities and all costs and expenses incurred in connection therewith. In the event the Government of Pakistan declines to permit continued convertibility of Rupee currency through the services of authorised money changers by way of Foreign Exchange Bearer Certificates at any time, the Cardholder agrees to make payment to the Bank in Rupees of all non-Rupee Charges converted at such rate of exchanges as the Bank shall specify for this purpose.

6.4 The Bank shall charge the Cardholder and debit to the Card Account a Handling Fee of Rs. 800/- or such other sum as the Bank may impose from time to time, if any cheque or other payment order issued by the Cardholder or Supplementary/Virtual Cardholder or any other party to the Bank in order to make payments for current or other Statement of Account is not honoured for payment for any reason whatsoever. However, payment of handling fee by the Cardholder will not discharge him/ her from the liability under the law for dishonour of the cheque issued by him/her.

6.5 All payments received by the Bank from the Cardholder may be applied in and towards payments of unpaid fees, Cash Advances, Charges, Liabilities and other costs and expenses in previous or current Statement of Account in such order of priority as the Bank may deem fit, and all payments and credits shall, unless otherwise decided by the Bank, be applied by the Bank first to the outstanding amount that has been billed to the Card Account for the longest period of time.

6.6 The Bank's right against the Cardholder and/or the Supplementary/Virtual Cardholder shall not be determined, affected or prejudiced by, and all amounts payable to the Bank, actual or contingent shall immediately become due or payable upon the death, insolvency or insanity of the Cardholder and/or Supplementary/Virtual Cardholder shall immediately cease to be valid, and their heirs, executors, receivers, etc., shall return to the Bank all Cards cut into half and make full payment as required to the Bank.

6.7 The Bank shall be entitled at its absolute discretion, to demand a return of the Card and/or immediate payment of all amounts outstanding under the Card Account at any time without giving any reason or notice and without any liability to the Cardholder, and notwithstanding that the Cardholder may not be in default of these terms and conditions.

6.8 The Bank shall only credit the Card Account with a refund in respect of a Card Transaction 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 Cardholder but shall be applied towards the reduction of the Cardholder's Charges or other Liabilities incurred or debited to the Card Account.

6.9 In the event of an attachment order over the Cardholder's assets being issued, the insolvency or death, or upon demand by the Bank for any reason whatsoever, or in the case of breach of these conditions, the Cardholder shall settle his/her debit balances immediately. This commitment shall bind heirs and successors without any objection or challenge.

6.10 In the event of a payment for purchase of an airline ticket is made through 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 Bank Alfalah Limited for conversion of foreign currency into rupees, based on the exchange rate being used by Bank Alfalah Limited at the time of the conversion.

6.11 The cardholder shall not be allowed to deposit excess cash on the relevant card exceeding the total dues of the outstanding balance or the credit card's assigned limit to avoid anti-money laundering issues. If the cardholder fails to comply with these instructions, it may result in the blocking of his/her credit card facility without any further notice.

## 7. Cash Advance

7.1 If the Bank so approves, the Cardholder may use the Card to obtain Cash Advance up to the maximum cash advance limit decided by the Bank, from time to time, at participating bank counters or ATMs.

7.2 The Bank shall charge financial charges on each Cash Advance from the date of each Cash Advance until the date of full payment at the rate mentioned in Schedule of Bank Charges or such other rate as the Bank may determine from time to time. In addition, the Cardholder shall also be liable to pay a Cash Advance fee as per Schedule of Charges (or amount advised by the Bank from time to time) obtained from the Bank or other participating banks or financial institutions or ATMs which accept the Card.

## 8. Security

8.1 The Cardholder hereby hypothecates to the Bank as continuing security for any and all Charges and Liabilities and other amounts outstanding and payable by the Cardholder and/or the Supplementary/Virtual Cardholder to the Bank hereunder, all present and future household goods owned by the Cardholder including without limitation, all consumer durables and household furniture and fittings of every type and description, household and office appliances. Equipment such as air conditioners, TV, VCR, refrigerators, computers, cars, vehicles, cash, shares and other valuables etc. (hypothecated property) and the Cardholder further agrees that the Bank or any representative or agent thereof has the right without further notice to enter the premises of the Cardholder, in the event of non-payment by the Cardholder of any and all Charges and/or Liabilities and/or amounts payable to the Bank pursuant to these terms and conditions, and repossess the hypothecated property and, without any further notice to the Cardholder, to effect sale of the same by private agreement or public auction, for such amount or amounts and at such price or prices as the Bank, in its sole discretion, shall deem satisfactory. The Cardholder agrees to pay to the Bank all the cost and expenses incurred in connection with the enforcement of hypothecation and shall be liable to the Bank for the balance if the proceeds of Sale will be deficient to satisfy the entire dues of the Bank. The Cardholder hereby indemnifies the Bank from any and all losses, claims and damages arising out of or in connection with any Bank repossession and/or sale of the hypothecated property.

8.2 The Cardholder assumes full responsibility and liability as principal debt or for payment of all amounts due and payable to the Bank in relation to the Supplementary/Virtual Card(s) including every and all type of Charges and Liabilities and all other costs and expenses payable to the Bank arising out of the use of Supplementary/Virtual Card(s).

## 9. Supplementary/Virtual Card

9.1 The Bank may issue a Supplementary/ Virtual Card to a person nominated by the Cardholder and approved by the Bank. All Supplementary Cards including renewal and replacement Cards will be sent as per Clause 2.1 to the Cardholder's last known billing address at the sole risk of the Cardholder. The Credit Limit assigned to the Cardholder is inclusive of the Credit Limit of the Supplementary/ Virtual Cardholder. The Cardholder and the Supplementary/Virtual Cardholder shall not permit the total of the Charges incurred on their respective cards to exceed the said Credit Limit.

9.2 The Undertakings, Liabilities and Obligations of the Cardholder to the Bank and the Bank's rights herein shall not be affected in anyway by any dispute or counterclaim or right of set-off which the Cardholder and the Supplementary/Virtual Cardholder may have against each other. As provided in Clause 7.2, the Cardholder shall be independently liable to pay the Bank for all charges and Liabilities arising out of the use of the Supplementary/Virtual Card (notwithstanding any legal disability or incapacity of the Supplementary/Virtual Cardholder). The Cardholder hereby agrees to indemnifies the Bank against any losses, damages, liabilities, costs, and expenses whether legal or otherwise, incurred or suffered by the Bank by reason of any disability or incapacity of the Supplementary/Virtual Cardholder and/or breach of these terms and conditions by the Supplementary/Virtual Cardholder.

9.3 Any payment made by the Cardholder to the Bank shall be allocated towards reduction of the debit balance in the Card Account in accordance with Clause 5.5, but the Cardholder shall continue to remain liable for any outstanding post-payment debit balance, if any, in the Card Account.

## 10. PIN

10.1 The Bank may issue a PIN to the Cardholder and/or Supplementary/Virtual Cardholder for use at any Bank counter or ATM which will accept the Card. The Cardholder agrees that – the PIN may be sent by post to the Cardholder and/or Supplementary/Virtual Cardholder at his/her risk; or – the Cardholder may use Bank Alfalah Limited's Interactive Voice Response (IVR) service by calling helpline at 111 225 111 to get ATM PIN; – the Cardholder and/or Supplementary Virtual Cardholder shall not disclose the PIN to any person and shall take every reasonable precaution to prevent disclosure of the PIN to any person; and – subject to Clause 10.2 the Cardholder shall be fully liable to the Bank for all Card Transactions made with the PIN whether with or without the knowledge of the Cardholder and/or the Supplementary/Virtual Cardholder.

## 11. Loss of Card/disclosure of PIN

11.1 If the Card is lost or stolen or the PIN is disclosed to any third party, the Cardholder and/or Supplementary/Virtual Cardholder whose card has been lost/stolen or PIN is disclosed shall immediately notify the loss, theft or disclosure with all material particulars, including Card numbers and/or PIN to the Bank. Within three days of such notification to the Bank, he/she shall send to the Bank a written confirmation of the loss theft or disclosure, together with such particulars thereof, including a copy of relevant police report, as maybe required by the Bank.

11.2 The Cardholder agrees that the Bank has the right to recover all authorised charges and/or Cash Advances provided, however, the Cardholder is not liable for any unauthorised Card Transaction made subsequent to reporting a loss, theft or disclosure of PIN if there is due notification by the Cardholder or the Supplementary/Virtual Cardholder of such loss, theft or disclosure to the Bank as specified herein above on the condition that such loss, theft or disclosure is not due to the negligence or default of the Cardholder and/or the Supplementary/ Virtual Cardholder and the terms of Clauses 10.1 and 10.3 have been satisfied by the Cardholder.

11.3 Any lost or stolen Card subsequently recovered by the Cardholder and/or the Supplementary/Virtual Cardholder shall immediately be returned to the Bank without further use. The Cardholder/Supplementary/Virtual Cardholder shall not use the PIN after reporting any third party disclosure thereof to the Bank.

11.4 The Bank may in its absolute discretion, (i) decline to issue a replacement Card for any lost or stolen Card or (ii) issue a replacement card for any lost or stolen Card or a new PIN on these terms and conditions or (iii) issue a replacement Card for any lost or stolen Card on additional/new terms and conditions as the Bank may deem fit.

## 12. Termination

12.1 The Cardholder 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 prior notice in writing and returning all Cards cut into half to the Bank. The Card Account shall be closed only after the receipt by the Bank of all Cards cut in half and after full payment to the Bank of all Charges and Liabilities and all costs and expenses in relation to the Card Account.

12.2 The Cardholder and/or the Supplementary/Virtual Cardholder may at any time terminate the use of any Supplementary/Virtual Card by giving notice in writing and returning the relevant Supplementary Card cut into half to the Bank. In such event, the Cardholder shall continue to remain 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, including Charges and Liabilities incurred by the Cardholder and other Supplementary/Virtual Cardholder (if any) after the Bank's receipt of the cut Supplementary/Virtual Card.

12.3 All Cards issued to or collected by the Cardholder or any Supplementary/Virtual Cardholder shall remain the property of the Bank at all times. The Bank may at any time, recall and cancel all or any Card(s) without assigning any reason, with or without giving any prior notice to the Cardholder or Supplementary/Virtual Cardholder. The Cardholder and the Supplementary/Virtual Cardholder shall immediately after such recall and cancellation, return such Card(s) cut in half to the Bank and make full payment of all Charges and Liabilities and all other costs and expenses in relation thereto.

12.4 If the use of all or any Card(s) is terminated under Clause 11.1 or Clause 11.2, all Charges and Liabilities of the Cardholder whether actual or contingent shall become immediately due and payable to the Bank. The Cardholder shall be fully liable to the Bank for all Charges and Liabilities until the Bank's receipt of all Cards cut in half and full payment from the Cardholder for all outstanding Charges, Liabilities and other costs and expenses in connection therewith. The Bank shall not be liable to refund the annual membership fees or any other fees or any part thereof to the Cardholder in the event of the termination of the Card(s) and the relevant Card Account(s).

12.5 The Bank may, in its discretion and without prior notice to the cardholder and without incurring any liability, temporarily suspend or terminate credit card facility.

## 13. Exemption: Exclusion

13.1 The Bank is not liable for any loss or damage howsoever incurred or suffered or sustained by the Cardholder or Supplementary/Virtual Cardholder by reason of the Bank, Merchant's ATM or any other party refusing to allow a Card Transaction or accept the Card or the Card numbers or the PIN or to extend or provide Cash Advance up to the Credit Limit or at all.

13.2 The Bank is not liable in any way for the quality, quantity, sufficiency, the acceptability of goods and/or services reserved or purchased by the use of the Card or Card numbers or for any surcharge (additional amount) charged by the merchant or for any breach or non-performance of any Card Transaction by a Merchant. In the event of any dispute between the Cardholder and the Bank, Merchant or any other person, the Cardholder's liability to the Bank shall not in any way be affected or reduced or suspended by such dispute or any counter claim or right of set-off which the Cardholder may have against such Merchant or another person.

13.3 The Bank is not liable in any way to the Cardholder or Supplementary/Virtual Cardholder for any loss or damage of whatever nature due to or arising from any disruption or failure or defect in any ATM or other machine or communication system or facilities or data processing system,

transmission links or due to or from any industrial or other dispute or any other cause within or beyond the control of the Bank.

13.4 The Cardholder and the Supplementary/ Virtual Cardholder hereby confirm that the Charges and Card Transactions executed and paid pursuant to these terms and conditions are and will continue to be in accordance with all applicable laws, regulations, rules, circulars, and directives as maybe amended from time to time governing the use of Credit Cards for the time being in force in Pakistan and further hereby indemnify the Bank from any fines, losses, and/or damages incurred or suffered by the Bank in the event of contravention of such laws, regulations, rules, circulars and/or directives by the Cardholder and/ or Supplementary Cardholder at any time.

#### 14. Variation of Terms

14.1 The Bank may from time to time and at any time change any of these terms and conditions, including, without limitation the terms of payment, percentage rates, charges and fees, and shall accordingly notify the Cardholder by inclusion in the Statement of Account or otherwise. Such changes shall be effective from any date specified by the Bank for such modification or, if contained in the Statement of Account, from the date of the Statement of Account.

14.2 Retention by the Cardholder of the Card after the Cardholder's receipt of any changes in these terms and conditions pursuant to Clause 13.1 shall constitute notice of the Cardholder's acceptance of such amended terms and conditions without reservation. In the event of Cardholder non-acceptance of such terms and conditions as amended, the Cardholder must immediately terminate the use of the Card in accordance with Clause 11.1 and 11.2 otherwise the changed terms and conditions will continue to apply.

#### 15. Disclosure

15.1 The Cardholder hereby irrevocably authorises the Bank to disclose information relating to the Card Account, the use or the Card, the particulars and financial affairs of the Cardholder to any Merchant, Bank, financial institution or any of the Bank's branches and related or affiliated concerns or any member of the International VISA network or to any person or concern or authority or consumer credit bureau as the Bank may, in its sole discretion, deem appropriate.

#### 16. Notices

16.1 All Cards, PINs, notices, Statements of Account, demands or any other communications 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 address of the Cardholder. Such Communications shall be deemed to have been served on the Cardholder on the day of delivery, if delivered by hand and on the next business day after posting, if sent by courier or by ordinary post. All Communications under these terms and conditions sent to the Cardholder shall be deemed to be Communications sent also to the Supplementary/Virtual Cardholder.

16.2 Any notice to be given by the Cardholder or the Supplementary Cardholder to the Bank under these terms and conditions shall be given by registered post, courier or by hand with acknowledgment due.

16.3 Notwithstanding the aforesaid, the Bank shall be entitled at its absolute discretion to rely and act on any notices, requests or instructions which are or purport to be from or given on behalf of the Cardholder or the Supplementary Cardholder (whether or not they are genuine or given to the Cardholder's consent or authority), and action on the Bank's part pursuant to such notices, requests or instructions shall be binding on the Cardholder and also the Supplementary

Cardholders and the Bank shall not be liable for any loss or damage incurred or suffered or sustained by any Cardholder and/or Supplementary Cardholder as a result of such action.

#### 17. Indemnity

The Cardholder undertakes and agrees to indemnify the Bank and hold it harmless against any loss, damage, liability, cost and expense, whether legal or otherwise, which the Bank may suffer or incur by reason of these terms and conditions or any breach thereof or the enforcement of the Bank's rights as herein provided (including any loss incurred or suffered by the Bank in the event of any governmental restrictions imposed on payment by the Cardholder in foreign currency by way of cash or through Foreign Exchange Bearer Certificates or otherwise). Accordingly, all costs and expenses, including legal costs and disbursements of every expense incurred by the Bank in enforcing or seeking to enforce or applying these terms and conditions or otherwise, shall be debited to the Card Account and shall be paid as Liabilities by the Cardholder on demand.

#### 18. Right of Set-Off

The Bank may at any time and without notice or liability in any way to the Cardholder combine or consolidate any one or all accounts of the Cardholder with the Bank or any affiliate or subsidiary (whether current or deposit or of any other nature in whatever currency and whether in Pakistan or elsewhere) and/or Set-Off or apply any money standing to the credit of any one or all 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 practice in such connection and all exchange risks, losses, premiums, commissions and other Bank charges shall be borne by the Cardholder.

#### 19. 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 Cardholder 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 any default or breach of any of these terms and conditions shall operate as a waiver of the Bank's rights and powers. 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 shall operate only as a waiver of the particular matter to which it relates and shall not operate as a waiver of the subsequent breach in any of these terms and conditions.

#### 20. Full Force and Effects

These terms and conditions shall remain in full force and effect (notwithstanding the termination or restriction in use of the Card or the Card Account) until the Bank acknowledges receipt of all Cards cut in half and full payment of all Cardholder and Supplementary Cardholder Charges and Liabilities, and other costs and expenses relating thereto under these terms and conditions.

#### 21. 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 are or become invalid, illegal or unenforceable the validity, legality or enforceability of the remaining provision shall not in any way be affected or impaired thereby.

## 22. Taxes and other Government Levies/Duties

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

## 23. Assignments/Transfer of Interest

The Cardholder and Supplementary Cardholder hereby agree that the Bank may in its sole discretion, assign, discount or otherwise transfer part or all of its interest herein (and/or in any goods hypothecated by the Cardholder to the Bank) to any third party for such consideration or otherwise as the Bank considers appropriate.

## 24. Renewal of Card

The Bank may issue a new Card or Cards automatically unless instructed otherwise and also that the Bank reserves the right not to reissue a Card or renew the Card. The Cardholder shall continue to remain bound by these conditions and any amendment thereto.

## 25. Governing Law

These terms and conditions are governed by and shall be construed in accordance with the laws of Pakistan, and the Cardholder and Supplementary Cardholder hereby submit to the jurisdiction of the Courts established in Pakistan.

## 26. Cardholder's Covenants

The Cardholder hereby promises that he shall abide by each and every term and condition set out herein and in case the Cardholder fails or defaults to fulfill any obligation or to discharge any of his/her duty then the Bank shall have an absolute discretion to terminate agreement with the Cardholder and immediately demand deposit of the Card with the Bank. In such case, the Bank shall not be liable for any loss or damage which might accrue to the Cardholder and/or the Supplementary Cardholder.

## 27. Prohibited Transactions

The Cardholder shall not use the Credit Card for the purchase of mutual funds, investment products, securities, digital assets, or for any business or commercial purposes. The Credit Card is intended strictly for personal consumer use only.

The Bank reserves the absolute and sole discretion, without prior notice, to decline, refuse, or reverse authorization of any transaction that it deems to be in violation of these Terms and Conditions, suspicious in nature, regulatory non-compliant, or inconsistent with the permitted use of the Credit Card. The Bank shall not be liable for any loss, delay, or inconvenience arising from such refusal or cancellation of authorization.

## Terms and Conditions

### Alfalah Ultra Cashback Credit Card

1. All existing customers of Bank Alfalah Limited ('Bank') who have been issued Credit Card

by the Bank and all prospective customers (collectively the 'Applicant' or 'Customer') may apply for Alfalah Ultra Cashback Credit Card ('Ultra Card'). It shall be the Bank's sole discretion to decide whether or not to accept any application for Alfalah Ultra Cashback Credit Card by any persons/customers, having regard to applicable policies, laws and regulations.

2. The Applicant will have the choice to have 2 or more cards of Alfalah Ultra Cashback Credit Card and retain the existing Credit Card(s) issued by the Bank to the Applicant as well. This is purely the Applicant's choice and the Applicant consents on paying the relevant charges associated with the programme that he chooses to enrol in respect of the Alfalah Ultra Cashback Credit Card. It shall be the Bank's sole discretion to decide on whether or not to allow the Applicant's application and to decide the limit that the Applicant may be provided with/sanctioned in respect of the Alfalah Ultra Cashback Credit Card.
3. Definitions:
  - 3.1. **Billing Month** means the statement period from the 1st to the 30th of a month or any other dates that may be decided and intimated by the Bank to the Applicant(s) from time to time, through notices and/or posting on the website: [www.bankalfalah.com](http://www.bankalfalah.com).
  - 3.2. **Billed Amount** is the aggregate amount of the transactions carried out in the Billing Month, along with any other applicable charges, after taking into account any payments made by the Applicant as it appears in the Statement of Account ('Statement') pertaining to the Ultra Card/Card Account.
  - 3.3. **Eligible Transactions** mean transactions carried out on the Basic Card and/or Supplementary Card with specific merchants which the Applicant has opted for and do not include balance transfers, cash advances, checks, disputed or unauthorised purchases/fraudulent transactions, Card Account fees and finance charges and fees for services or programmes the Applicant elects to receive through the Bank, unless otherwise stated specifically.
  - 3.4. **Cashback** shall mean cash amount, payable by the Bank on each Eligible Transaction at the rate as decided by the Bank and notified by the Bank through posting on the website: [www.bankalfalah.com](http://www.bankalfalah.com), from time to time.
4. At the request of the Applicant/Customer, the Bank may issue the Supplementary Card to the spouse of the Applicant/Customer. It shall be the Bank's sole discretion to decide on whether any such Supplementary Card may be issued by the Bank or not.
5. The Card Statements pertaining to the Basic Card and Supplementary Card will be issued in the name of the Applicant/Customer for and in respect of each Billing Month. It shall be the Applicant's/Customer's responsibility and liability to pay for all Billed Amounts, which includes all the transactions and charges incurred through the use of the Basic Card as well as the Supplementary Card.
6. The Alfalah Ultra Cashback Credit Card Account will earn Cashback based on Eligible Transactions. The Cashback earned by the Applicant/Customer during each Billing Month, if any, will be reflected in the monthly Card Statements issued by the Bank to the Applicant/Customer. The Cashback accrued will automatically be credited to customers account at Card Statement date. The Applicant/Customer acknowledges and accepts that some merchants with whom the Applicant/Customer will carry out transactions using Alfalah Ultra Cashback Credit Card, may require several weeks to claim the transactions.

If this occurs, the date the merchant claims the transaction will be considered the date for Cashback calculations.

7. Furthermore, Cashback can only be knocked/adjusted off against the transactions and carry no monetary value otherwise. The Cashback are not transferable/payable to any other person or entity.
8. Cashback, will accrue at Card Account level and the Cashback earned on a Supplementary Card will not be treated as separate from the Primary Card Account and for purpose of calculating Cashback, Supplementary Card(s) transactions will be clubbed with the transactions made on the Basic Card.
9. The Bank, at its sole discretion, shall be entitled to round down the total Cashback earned during a Billing Month to the nearest Rupees at its discretion and the Applicant/Customer shall not object to the same.
10. Where applicable, the Cashback will be calculated and reflected cumulatively in each Card Statement based on the Eligible Transactions the scope of which may be changed by the Bank at its discretion. This will be reflected as a credit entry in the Card Account and as per the minimum, maximum amount and percentages set by the Bank from time to time and notified to the Applicant/Customer through the Bank website: [www.bankalfalah.com](http://www.bankalfalah.com).
11. Any Applicant who has an existing Credit Card issued by the Bank may opt to convert the same to Alfalah Ultra Cashback Credit Card. If this conversion is carried out at the request of the Applicant, the Bank will replace the existing Credit Card of the Applicant with the Alfalah Ultra Cashback Credit Card, whereupon the Customer will no longer be able to use the reward points earned on the Credit Card that the Customer previously had and they will expire. The Applicant/Customer must redeem any reward points/Orbits earned prior to account closure or reward points/Orbits will be forfeited.
12. For existing Bank Alfalah credit cards which are converted to Alfalah Ultra Cashback Credit Card, the change in the programme will be reflected in Billing Month subsequent to the said change.
13. An annual fee, conversion fee and other fees as mentioned in the Bank's Schedule of Charges (as amended from time to time and made available on the website of the Bank [www.bankalfalah.com](http://www.bankalfalah.com)) will be levied to the Applicant at regular intervals or when a service is subscribed. All fees will be charged to the Applicant's Alfalah Ultra Cashback Credit Card Account and will appear on each Card Statement as a transaction. For fee details, refer to the Schedule of Charges.
14. The Applicant/Customer acknowledges that the Bank shall have the continuous right to cancel/revoke the Ultra Card/Basic Card/ Supplementary Card at any time in the event of delinquency, lost/stolen, fraudulent transactions and other events as deemed necessary by the Bank, by providing to the Applicant/Customer prior written notice of seven (7) days. If the Alfalah Ultra Cashback Credit Card is cancelled, the Primary Card Account and the Ultra Card Account shall be closed by the Bank. The Cashback earned will not be provided in cash. The Applicant will no longer be able to earn or benefit from Cashback and any accumulated Cashback shall stand forfeited by the Bank as from the date of cancellation of the Alfalah Ultra Cashback Credit Card. If Alfalah Ultra Cashback Credit Card is blocked or suspended for any reason whatsoever, then the Cashback accumulated until the date of blocking/suspension may be availed by the Customer, subject to the consent of the Bank at the Bank's sole discretion.
15. The Bank's decision on calculation, lapse, cancellation, forfeiture, credit, debit and

reinstatement of Cashback shall be final, conclusive and binding on the Applicant/Customer.

16. Every Cashback category is tagged through the merchant category code by card associations. These codes define a specific merchant type. The Bank shall not be responsible/liable if any retail transaction carried out on the Basic Card and/or the Supplementary Card does not get captured under the appropriate Merchant Category Code or if any merchant has a different MCC to the one as categorised by Card Association. For example, ABC Superstore is a supermarket and has a merchant category code of 1234. The Bank, however, has defined supermarket as category 4567. Thus, though ABC Superstore is a supermarket, it does not qualify for a Cashback according to the Bank. The Bank makes all efforts to consider mutually exhaustive list, however, the Bank shall not be liable if the code is not included.
17. The Bank may, at its sole discretion, change the features and mechanisms in which the Cashback is calculated for the Alfalah Ultra Cashback Credit Card Programme by providing notice thereof to the Applicant/Customer, through any modes it considers appropriate, at its discretion, including posting on its website, SMSs, letters, etc.
18. The Bank reserves the right to cancel, suspend, change or substitute the Cashback, the Cashback conditions or the basis of calculation of the Cashback or any other part of these Terms and Conditions by giving 30 days prior notification to the Applicant/Customer.
19. The list of merchants that are included in this Alfalah Ultra Cashback Credit Card programme is at the sole discretion of Bank and any such exercise of discretion by the Bank shall be final and binding. The applicable merchants may be increased, decreased or modified as determined from time to time by the Bank in its sole discretion.
20. The Applicant/Customer hereby understands, acknowledges and agrees that the Bank's existing General Terms and Conditions on Credit Cards ('General Terms'), shall apply to the Alfalah Ultra Cashback Credit Card mutatis mutandis, in addition, these Terms and Conditions contained herein.
21. The cardholder shall not be allowed to deposit excess cash on the relevant card exceeding the total dues of the outstanding balance or the credit card's assigned limit to avoid anti-money laundering issues. If the cardholder fails to comply with these instructions, it may result in the blocking of his/her credit card facility without any further notice.
22. The Bank may, in its discretion and without prior notice to the cardholder and without incurring any liability, temporarily suspend or terminate credit card facility.

## Terms and Conditions

### Step-By-Step (SBS) Monthly Instalment Plan

1. I/We (hereinafter referred to as the 'Customer') hereby request and authorize Bank Alfalah Limited Pakistan (hereinafter referred to as the 'Bank') to enroll my/our Card Account mentioned above for the Step-by-Step payment plan facility (hereinafter referred to as the 'SBS'). The Bank is offering this facility to all the members of the Bank that hold the Credit Cards issued by the Bank.
2. The Purpose of SBS is to enable the Customer to purchase Goods and Services offered by Merchants and transfer such transaction(s) or to transfer existing retail transactions or existing balances on the Credit Card Accounts to SBS using the limit available on his/ her

Credit Card and repay the amount of the purchase/transfer amount in equal monthly installments in accordance with these Terms and Conditions.

3. If the Customer meets the Terms and Conditions of Bank's Credit Card and also the Terms and Conditions specified herein, he/she may be eligible for enrolling in SBS. SBS is available and will only be offered to those customers, who abide by the Credit Card Conditions, meet the minimum transaction floor limit and have the required Credit Limit on his/her Credit Card Account.
4. All retail transactions made within Pakistan or outside Pakistan (greater than or equal to PKR 3,000/-), or any existing balance (greater than or equal to PKR 3,000/-) on the said Card Account can be converted into SBS, however, the Bank may at any time, upon giving prior information to the Customers, change the above-mentioned floor limit.
5. The transactions shall be only transferred to SBS for full amounts. The Bank will not allow partial transaction amounts to be transferred on to SBS.
6. SBS will be available to the Customers for Goods and Services purchased and the transactions performed through Credit Card issued by the Bank from time to time.
7. The Customer having made a Bank Alfalah Credit Card transaction can ask for the transference of his/her specified transaction to the SBS. The Customer will be able to utilize SBS from time to time by giving oral instructions, through telephone to the Bank's 24-Hour Authorization Centre. The personnel at Authorization Centre, having established the identity of the Customer and obtaining other necessary details, shall fill the application form on the basis of the information provided by the Customer.
8. The Bank would not be bound to act upon any oral instructions purporting to have been given by the Customer unless the Bank can, during such oral instructions, verify any personal/financial information appearing on or resulting from the Customer's Bank Alfalah Credit Card Application Form and/or Credit Card Account. The Bank reserves the right to select the item for verbal verification and/or to reject any oral instruction without assigning any reason(s) whatsoever.
9. On receiving the oral instructions the Bank may, if it deems fit, convert the transaction into an SBS transaction in accordance with these SBS Terms and Conditions and the provisions applicable to that specific offer.
10. Instalment billed to cardholders on cycle date will be included in Minimum Payment of said cardholder.
11. The SBS Terms and Conditions may vary from one offer to another and different Instalment Charge Rates can be levied based on the nature of offer and duration of the Instalment Plan opted by the Customer.
12. The Bank would reserve the absolute right to accept/reject the request for conversion of the transaction or balance to SBS.
13. The Bank will not be liable for any damage or loss incurred by the Customer arising out of the purchase, installation, use or otherwise of the Good(s) and/or Service(s) under SBS for any negligence, breach of statutory or other duty on the part of the merchant nor shall the Bank be responsible in any way for the quality of the Good(s) and/or Service(s) purchased under SBS. Any complaint as to the quality of Goods purchased or Services rendered through SBS shall be referred to the Supplier or Merchant and shall not affect Customer's obligation to continue paying the SBS monthly Instalments to the Bank.
14. The Bank is entitled at any time and without any prior notice or liability to the Customer in any manner whatsoever to terminate SBS or cancel or vary its benefits or features, or vary, or add or delete any of these Terms and Conditions. The Bank is also entitled to

determine a floor limit for the minimum amount of purchases allowed under the SBS for each particular offer.

15. The Bank reserves the right to disqualify any Customer from further participation, if, in its judgement, the Customer has in any way violated these Terms and Conditions, or has violated the Credit Card Terms and Conditions.
16. The Bank shall be entitled to disallow/refuse any application form submitted by the Customer to it under SBS without assigning any reason whatsoever.
17. The Bank shall not be liable if it is unable to perform its obligations under these Terms and Conditions for any reason whatsoever.
18. These Terms and Conditions shall be without prejudice to the existing Credit Card Conditions governing the issue of and use of the Bank's Credit Card and shall apply to SBS.
19. If, at any time, dispute arises in connection with the SBS or these Terms and Conditions, the Bank's decision in connection with the same shall be final and binding. The Bank reserves the right to terminate the SBS without prior notice.
20. Each of these Terms and Conditions shall be severable and distinct from one another, if at any time anyone or more of such Terms and Conditions becomes invalid, illegal, or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be in any way impaired or effected thereby.
21. The Terms shall be governed and construed according to the laws of Pakistan and the Courts of Lahore shall have non-exclusive jurisdiction to settle any dispute from the term.
22. Force Majeure: In the event of the occurrence of a Force Majeure event that directly affects the ability of the Bank hereto to perform its obligation hereunder, the Bank shall be entitled to suspend performance of such an obligation for the duration of the Force Majeure event. Force Majeure includes acts of God, war, riots, hostilities, revolution, civil commotion, strike, epidemic, accident, fire, flood, earthquake, explosion, blockade, and or any other cause similar to the kind herein enumerated or of equivalent force not within the control of the Bank.
23. The Customer agrees that the Customer shall not have any claim of any kind against the Bank on the basis of or arising out of or relating to any of the instructions given above and that the Bank, its relevant officers and employees shall not be liable for any action undertaken pursuant to any instructions issued by the Customer.
24. The Facility can only be availed till such time, as the Total Outstanding does not exceed beyond the Credit Limit notified by the Bank to the Customer for the Customer's Bank Alfalah credit card. At any time if making payment of the amount will result in exceeding the Credit Limit, the Bank will not be obliged to pay the amount in terms of the instructions for the Facility and will not act upon the Customer's instructions and the Customer will not be able to avail the Facility exceeding the Limit. Bank Alfalah Limited does not undertake any responsibility whatsoever for non-payment of any such amount, and/or any resulting charges/mark-up/losses or any other liability as a result of such non-payment to the beneficiary or any other party.
25. A processing fee of Rs. 600/- or 2.5% of the transaction amount, whichever is higher will be applicable per transaction. The Bank reserves the right to change all the SBS related fees and charges at its own discretion.
26. Pre-closure penalty will be 5% of remaining loan amount or Rs. 1,000/- (whichever is higher).

27. The Cardholder agrees to reimburse the Bank for payment of any stamp duties and/or excise or other similar taxes or levies payable in connection with any advances, finances or credit provided by the Bank to the Cardholder or any Supplementary/Virtual Cardholder.
28. The Customer will be charged 1st SBS Instalment on billing cycle date with full monthly service charges either He/She is Revolver or Transactor. For example, if the billing cycle date is 15th and the SBS booking date is 12th of the same month, full monthly service charges will be billed and He/She will also be charged normal service charges on total outstanding balance inclusive of SBS transaction amount till the booking date of SBS.
29. SBS Plan is not applicable on partial transaction amounts.
30. I confirm that I may be allowed to avail other facilities being offered by Bank Alfalah Limited on its credit cards including but not limited to Balance Transfer Facility, Call and Pay Facility, etc. I agree that Bank Alfalah Limited shall, from time to time, send me the Terms and Conditions of other facilities and I will only begin to avail any of the provided facilities once I have read the governing Terms and Conditions and fully agree with them.

**Terms and Conditions:**  
**Balance Transfer Facility (BTF)**

1. I/We hereby request and authorize Bank Alfalah Limited to remit to the respective beneficiaries named above any amount not exceeding the amount given against each beneficiary name, and for a purpose approved by Bank Alfalah Limited.
2. I/We will also be able to utilize the Balance Transfer Facility from time to time by giving oral instructions, through telephone to the Bank Alfalah 24-Hour Authorization Centre.
3. Bank Alfalah Limited reserves the right to withdraw this Balance Transfer Facility through oral instructions at any time without assigning any reason and/or without any notice to me/us. In such case, I/We agree to provide written instructions for utilization of my/our Balance Transfer Facility.
4. Bank Alfalah will within 4 working days of the receipt of the Instruction in writing or oral, (excluding Bank and Public Holidays), on best effort basis, make payment of the amount stipulated through the Instruction inter alia by way of issuance of a Pay order/Demand Draft ('Instrument') and dropping the Instrument in the drop box/delivering the Instrument to the relevant party. Bank Alfalah Limited does not undertake any liability whatsoever beyond dropping the Instrument to the drop box/delivering the Instrument to the relevant party.
5. Bank Alfalah Limited would not be bound to act upon any oral instructions purporting to have been given by me/us unless Bank Alfalah Limited can, during such oral instructions, verify any personal/financial information appearing on/or resulting from my/our Bank Alfalah Credit Card Application Form and/or Credit Card Account. Bank Alfalah reserves the right to select the item for verbal verification and/or to reject any oral instruction without assigning any reason whatsoever.
6. I/We agree that the service/mark-up charges on my/our outstanding balance in Bank Alfalah Limited Credit Card Account will be accrued from the date of transfer of my/our balance to Bank Alfalah Limited.
7. The Balance Transfer Facility can only be availed till such time, as the Total Outstanding does not exceed beyond the Credit Limit notified by Bank Alfalah Limited to me/us for my/our Bank Alfalah Credit Card. At any time if making payment of the amount will result in exceeding the Credit Limit, Bank Alfalah Limited will not be obliged to pay the amount

in terms of the Balance Transfer Facility and will not act upon my/our instructions and I/We will not be able to avail the Balance Transfer Facility exceeding the Limit. Bank Alfalah Limited does not undertake any responsibility whatsoever for non-payment of any such amount, and/or any resulting charges/mark-up/losses or any other liability as a result of such non-payment to the relevant party.

8. Bank Alfalah Limited may from time to time and at any time revise and/or change any of the Terms including without limitation the Mark-up leviable in respect of the Balance Transfer Facility. Such changes will be effective from the date specified by Bank Alfalah Limited for such modification. Such changes will either be notified to me/us through statement message, mail or by affixing a notice to that effect for fifteen days at a conspicuous place within the premises of the concerned Bank Alfalah branch. Bank Alfalah reserves the right at any time and/or without any notice to (a) vary the frequency and manner of the use of the Balance Transfer Facility, the operating hours and other facilities and services available at any point in time through the use of the Balance Transfer Facility (b) stop the Balance Transfer Facility (c) discontinue the Balance Transfer Facility at any time.
9. I/We agree that I/we shall not have any claim of any kind against Bank Alfalah Limited on the basis of/or arising out of/or relating to any of the instructions given above and that Bank Alfalah Limited, its relevant officers and employees shall not be liable for any action undertaken pursuant to instructions issued by me/us.
10. I/We hereby agree to indemnify Bank Alfalah Limited against any claim made by any person in respect of any transaction undertaken pursuant to the instructions contained herein above and to hold the same harmless against any losses, costs, charges, damages and/or claims of all kinds.
11. Any payment made by Bank Alfalah Limited under the Balance Transfer Facility shall be recoverable in accordance with the basic Bank Alfalah Credit Card Terms and Conditions. The Terms relating to the Balance Transfer Facility mentioned here-in-above are in addition to the basic Bank Alfalah Credit Card Terms and Conditions provided at the time of credit card and/or card statement delivery. These terms mentioned here-in-above shall apply to the extent not inconsistent with the Bank Alfalah Credit Card Terms and Conditions.
12. I/We agree that Bank Alfalah has the right to reject or accept my/our application based on its own internal policies and decision, without providing any reason whatsoever.
13. I confirm that I may be allowed to avail other facilities being offered by Bank Alfalah Limited on its credit cards including but not limited to Step-by-Step (SBS) Facility, Call and Pay Facility, etc. I agree that Bank Alfalah Limited shall, from time to time, send me the Terms and Conditions of other facilities and I will only begin to avail any of the provided facilities once I have read the governing Terms and Conditions and fully agree with them.

**Terms and Conditions:  
Alfalah Credit on Phone**

1. I/We (hereinafter referred to as the 'Customer') hereby request and authorise Bank Alfalah Limited Pakistan (hereinafter referred to as the 'Bank') to enroll my/our Card Account for the Credit on Phone facility (hereinafter referred to as the 'COP') and further transfer it to Step-by-Step payment plan facility (hereinafter referred to as the 'SBS'). The Bank is offering this facility to all the members of the Bank that hold the Credit Cards issued by the Bank for more than 6 months.

2. The Purpose of Credit on Phone is to enable the Customer to purchase Goods and Services and transfer such facility/transaction(s) amount(s) in SBS and repay the amount of the same in equal monthly Instalments in accordance with these Terms and Conditions.
3. If the Customer meets the Terms and Conditions of Bank's Credit Card and also the Terms and Conditions specified herein, he/she may be eligible for enrolling in COP/SBS. COP/SBS is available and will only be offered to those customers, who abide by the Credit Card Conditions meet the minimum transaction floor limit and have the required Credit Limit on his/her Credit Card Account.
4. Up to 75% of credit limit (Maximum) or Minimum PKR 3,000/- on the said Credit Card Account can be availed as COP and further converted into SBS, however, the Bank may at any time, without giving prior information to the Customer, change the above-mentioned limits.
5. The Credit on Phone transaction(s) shall be only transferred to SBS for the full amount(s). The Bank will not allow partial amount(s) of a transaction(s) to be transferred on to SBS.
6. The Customer having available Credit Limit can ask for the transference of his/her specified amount to issue a pay order issued in his/her own name or get the Credit amount to his/her account maintained in Bank Alfalah branch. The Customer will be able to utilise Credit Limit from time to time by giving oral instructions, through the telephone to the Bank's 24-Hour Call Centre/PBO. The personnel at Call Centre, having verified the identity of the Customer and obtaining other necessary details, shall capture the detail on the basis of the information provided by the Customer. The Bank shall not be responsible for any error/mistake made by the Customer in communicating or giving instructions to the Bank relating to Credit on Phone transaction amount, to SBS.
7. The Bank would not be bound to act upon any oral instructions purporting to have been given by the Customer unless the Bank can, during such oral instructions, verify any personal/financial information appearing on or resulting from the Customer's Bank Alfalah Credit Card Application Form and/or Credit Card Account. The Bank reserves the right to select the item for verbal verification and/or to reject any oral instruction without assigning any reason(s) whatsoever.
8. On receiving the oral instructions, the Bank may, if it deems fit, convert the Credit on Phone transaction into an SBS transaction in accordance with these SBS Terms and Conditions and the provisions applicable to that specific offer.
9. The SBS Terms and Conditions may vary from one offer to another and different Instalment Charge Rates can be levied based on the nature of offer and duration of the Instalment Plan opted by the Customer.
10. The Bank reserves the absolute right to accept/reject the request for Credit on Phone and the conversion of the transaction to SBS.
11. The Bank will not be liable for any damage or loss incurred by the Customer arising out of under COP/SBS for any negligence, breach of statutory or other duty on the part of the customer to affect Customer's obligation to continue paying the SBS monthly Instalments to the Bank.
12. If the Customer defaults in the COP/SBS plan or contravenes the Terms and Conditions herein, the Bank will have the right to recover from the Customer, any loss or damage as a consequence of such default or breach.
13. The Bank is entitled at any time and without any prior notice or liability to the Customer in any manner whatsoever to terminate COP/SBS or cancel or vary its benefits or features, or vary, or add or delete any of these Terms and Conditions. The Bank is also entitled to determine a floor limit for the minimum amount allowed under the COP/SBS for each particular offer.

14. The Bank reserves the right to disqualify any Customer from further participation, if, in its judgement, the Customer has in any way violated these Terms and Conditions, or has violated the Credit Card Terms and Conditions.
15. The Bank shall be entitled to disallow/refuse any application form submitted by the Customer to it under COP/SBS without assigning any reason whatsoever.
16. The Bank shall not be liable if it is unable to perform its obligations under these Terms and Conditions for any reason whatsoever.
17. These Terms and Conditions shall be without prejudice to the existing Credit Card Conditions governing the issue of and use of the Bank's Credit Card and shall apply to COP/SBS.
18. If at any time, dispute arises in connection with the COP/SBS or these Terms and Conditions, the Bank's decision in connection with the same shall be final and binding. The Bank reserves the right to terminate the COP/SBS without prior notice.
19. Each of these Terms and Conditions shall be severable and distinct from one another if at any time anyone or more of such Terms and Conditions becomes invalid, illegal, or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be in any way impaired or affected thereby.
20. The Terms and Conditions shall be governed and construed according to the laws of Pakistan and only the courts in Lahore shall have jurisdiction to settle any dispute with regard to them.
21. Force Majeure: In the event of the occurrence of a Force Majeure event that directly affects the ability of the Bank hereto to perform its obligation hereunder, the Bank shall be entitled to suspend performance of such an obligation for the duration of the Force Majeure event. Force Majeure includes acts of God, war, riots, hostilities, revolution, civil commotion, strike, epidemic, accident, fire, flood, earthquake, explosion, blockade, and or any other cause similar to the kind herein enumerated or of equivalent force not within the control of the Bank.
22. The Customer agrees that the Customer shall not have any claim of any kind against the Bank on the basis of or arising out of or relating to any of the instructions given above and that the Bank, its relevant officers and employees shall not be liable for any action undertaken pursuant to any instructions issued by the Customer.
23. The Facility can only be availed till such time, as the Total Outstanding does not exceed beyond the Credit Limit notified by the Bank to the Customer for the Customer's credit card. At any time if making payment of the amount will result in exceeding the Credit Limit, the Bank will not be obliged to pay the amount in terms of the instructions for the Facility and will not act upon the Customer's instructions and the Customer will not be able to avail the Facility exceeding the Limit. Bank does not undertake any responsibility whatsoever for nonpayment of any such amount, and/or any resulting charges/mark-up/losses or any other liability as a result of such non-payment to the beneficiary or any other party.
24. A processing fee of Rs. 1,200/- or 2.5% of transaction amount, whichever is higher will be applicable per transaction. The Bank reserves the right to change all the COP/SBS related fees and charges at its sole discretion.
25. Pre-closure penalty will be 5% of remaining Credit amount or Rs. 1,000/- (whichever is higher).
26. The Cardholder agrees to reimburse the Bank for payment of any stamp duties and/or excise or other similar taxes or levies payable in connection with any advances, finances or credit provided by the Bank to the Cardholder or any Supplementary/Virtual Cardholder.

## Terms and Conditions: Alfalah Cards SMS Facility

- I (the 'Customer') understand that under Bank Alfalah Limited (the 'Bank') Alfalah Cards SMS Facility, the Bank will send me customized alert messages with respect to transactions or any other activity on my Alfalah Credit Card at its own discretion. The alert messages will be sent to me via short messages service/text (SMS) on my mobile phone or via e-mail or any other form of electronic means of communication available from time to time.
- I agree to notify the Bank immediately in writing under my signature in the event of any change in any of the information i.e. my mobile number, permanent and current address, address of place of business, fax number, etc. The Bank shall in no way be liable for my lack of receipt of a message alert I failed to provide the necessary updated information to the Bank. I agree to provide any additional information as may be required by the Bank from time to time.
- I also agree that the Bank shall not be liable, in any manner whatsoever, if any relevant information pertaining to my Alfalah Credit Card comes in the knowledge of any third party due to, including but not limited to, if such third party has access to or is/are using my mobile phone with or without my consent to do so.
- I agree to avail Alfalah Cards SMS facility (the 'Service') on the Terms and Conditions stated herein and accept and agree to be bound by the said Terms and Conditions.

### 1. Disclaimer of Liability

- The Bank shall under no circumstances be held liable if the Service is not available for reasons, including but not limited to, natural calamities, legal restraints, faults in the telecommunication network or network failure, or any other reason beyond the control of the Bank. The Bank shall under no circumstances be liable for any damage caused to the Customer as result of use of the Service (including relying on the Service for the Customer's investment or business purposes) for causes which are not attributable to the Bank. The Bank shall not be liable in any manner to the Customer in connection with the use of the Service. Illegal or improper use of the Service shall render the Customer liable for payment of penalties as decided by the Bank and/or will result in suspension of the service to the Customer. The Bank is in no way liable for any error or omission in the services relating to the Service provided by any mobile or any third party service provider (whether appointed by the Bank on its behalf or otherwise) to the Customer, which may affect the Service. The Bank does not warrant the confidentiality or security of the messages transmitted through the Service. The Bank makes no warranty or representation of any kind in relation to the system and the network associated with the Service or their function or performance or for any loss or damage whenever and howsoever suffered or incurred by the Customer or by any person resulting from or in connection with the Service.
- Without limitation to the provisions of these Terms and Conditions, the Bank and/or its employees shall not be liable for interruption, suspension, error of the Bank in receiving and possession of the request and in formulating and returning responses or any failure, delay, interruption, suspension, restriction or error in transmission of any information or message to and from the telecommunication equipment of the Customer and the network of any mobile service provider and the Bank's system or any breakdown, interruption, suspension or failure of telecommunication equipment of the Customer, the Bank's

system or the network of any mobile service provider and/or any third party who provides such services as is necessary to the Service.

- Notwithstanding anything to the contrary provided in these Terms and Conditions, the Bank shall not be involved in or in any way liable to the Customer for any dispute between the Customer and mobile services provider or any third party service provider (whether appointed by the Bank in that behalf or otherwise). The Bank makes no representation or gives no guarantee for the timely delivery or accuracy of the contents of each short message service/text alert sent in connection with the Service.
- The Customer agrees that the Bank may hold and process his personal information concerning his/her accounts on computer or otherwise in connection with the Service as well as for analysis and marketing. The Customer accepts and acknowledges that each short message service/text alert sent in connection with the Service may contain account information relating to the Customer. The Customer hereby authorizes the Bank to send account related information through short message service/text alert. The Customer acknowledges that the short message service/text alerts sent in connection with the Service contains confidential information and should such confidential information be received by any other person other than the Customer due to operational faults or technical defects, the Bank shall not be liable or responsible for the same. The Customer is solely responsible for protecting his personal identification number/access password and/or any other appropriate mode of identification that would be used for the Service given by the Bank for the use of the Service.

The Bank will not be liable for:

- a) Any unauthorized use of Customer's personal identification number/access password and/or any other appropriate mode of identification that would be used for the Service or mobile phone or any fraudulent, duplicate or erroneous instructions, given by the use of the Customer's personal identification number/access password and/or any other appropriate mode of identification that would be used for the Service or mobile phone number, and any other identification number/code; Error, default, delay or inability of the Bank to act on all or any of the instructions;
- b) Acting in good faith on any instructions received by the Bank;
- c) Loss of any information/instructions in transmission;
- d) Unauthorized access by any other person to any information/instructions given by the Customer or breach of confidentiality.

## 2. Instructions

- The Customer hereby authorizes the Bank to act on any instruction which is identified by any use of the Customer's personal identification number/access password and/or any other appropriate mode of identification that would be used for the Service at Bank's discretion and this instruction shall be deemed to be correct, valid, irrevocable and binding on the Customer upon receipt by the Bank. The Bank shall not be liable for any loss and damage which the Customer and/or any third party may sustain from the Bank acting on such instruction(s), whether given by the Customer or someone purporting to be the Customer, authorized or unauthorized.
- The Bank shall have absolute discretion to act on or give effect to the instructions received by it, and may without notice and without giving any reason, cancel or refuse to execute any of the Customer's instructions at any time without incurring any liability.

### 3. Suspension or Termination of the Service

- The Bank, may in its discretion and without prior notice and without incurring any liability, temporarily suspend the Service or terminate it.

### 4. Charges

- The Service will be subject to payment of a fee as determined by the Bank from time to time and the same shall be notified to the Customer. The Customer hereby authorizes the Bank to debit the Customer's account with such fees and charges. Notwithstanding the service charges, or fees imposed by the Bank, the Customer is further liable for any charges levied by any mobile services provider and/or any other third party as a result of the use by the Customer of the Service.

### 5. Indemnity

- The Customer shall indemnify and hold the Bank harmless against any loss suffered by the Bank, their customers or a third party or any claim or action brought by a third party arising out of or in connection with any services provided to the Customer pursuant hereto. In consideration of the Bank providing the Service, the Customer agrees to indemnify and hold the Bank harmless from and against all actions, claims, demands, proceedings, loss, damages, costs, charges and expenses whatsoever which the Bank may at any time incur, sustain or suffer as a consequence of or arising from the Customer acting, or omitting to act on any instructions given by the use of the Service. The Customer hereby agrees to abide with all the rules and regulations applicable to this Service and any other services related to this Service that may be provided by the Bank in the future.

### 6. Amendment

- The Bank may amend/change the above Terms and Conditions, at any time by giving notice to the Customer and such amended Terms and Conditions shall thereupon apply to and be binding on the Customer.

#### Terms and Conditions:

#### Utility Bills Payment from Credit Card Account of Customer

I (the 'Customer') am interested to avail the opportunity being offered by Bank Alfalah Limited of paying my various utility bills (as listed in the Schedule attached hereto) through a call at the twenty-four hours Call Centre 111 225 111. In respect of the above, I hereby authorise Bank Alfalah Limited (the 'Bank'), to deduct and remit to the relevant authority the total amount of the bill as stated in my 'Utility Bills' from my credit card account as specified here above, as and when I call the Call Centre for the purpose of payment of my utility bills. I understand, acknowledge and agree to pay the nominal fee charged for availing the said service. These instructions shall remain valid and in force till such time as I inform the Bank in writing under my signature that I no longer wish to avail this facility as offered by the Bank. I further undertake to notify Bank of any change in the information given below and/or to inform them immediately about the theft or loss of the credit card. I hereby further agree that I authorise the Bank to act on any instruction, which is identified by any of my personal and/or credit card details available with the Bank, regarding payment of utility bills from my credit card account and this instruction shall be deemed to be correct, irrevocable, valid and binding on me upon receipt by the Bank. The Bank shall not be liable for any loss and damage which the Customer and/or any third party may sustain from

the Bank acting on such instruction(s), whether given by the Customer or someone purporting to be the Customer, authorized or unauthorized.

The Bank shall effect all instructions received at its absolute discretion and may, without notice and without giving any reason, cancel or refuse to execute any of the Customer's instructions at any time without incurring any liability. I further agree to indemnify and hold the Bank harmless against any loss suffered by the Bank, their customers or a third party or any claim or action brought by a third party arising out of or in connection with any services provided to me pursuant hereto. I agree to abide with all rules and regulations applicable to this service and any other services related to this service that may be provided by the Bank in future.

I agree and acknowledge that the Bank under no circumstances shall be held liable if the said service is not available for reasons including but not limited to natural calamities, legal restraints, faults in the telecommunication network or network failure, or any other reason beyond the control of the Bank. The Bank shall not be liable under any circumstances for any damages whatsoever whether such interruption of business or any loss of character or nature whatsoever and whether sustained by the Customer or by any other person. Illegal or improper use of the service shall render the Customer liable for payment of financial charges as decided by the Bank or will result in suspension of the service to the Customer.

I agree and acknowledge that I shall be solely responsible for protecting any identifiable personal and/or credit card details given by the Bank for the use of the service.

I agree that the Bank may hold and process my personal information on computer or otherwise in connection with the service as well as for analysis, credit scoring and marketing.

I agree and acknowledge that the Bank has the absolute discretion to amend or supplement any of the Terms and Conditions at any time, and such amended Terms and Conditions will thereupon apply to and be binding on me.

### Terms and Conditions:

#### Alfalah Orbit Rewards (Not applicable on American Express and Ultra Card)

##### 1. Definitions

**'Bank'** Bank Alfalah Limited.

**'Basic Cardholder'** Cardholder to whom Bank has issued the original Basic Credit Card. 'Basic Credit Card' Cardholder means the original person excluding any Supplementary Cardholder who is issued a Card and for whom the Card Account is first opened by the Bank.

**'Billing Address'** Address on which the Cardholder receives his/her Card Statement. 'Business Day' Any day other than Sunday when the Bank is open for business in Pakistan.

**'Business Partner'** Participating organisation which has offered products/services in Rewards. 'Card' All categories and types of Bank VISA/MasterCard

**'Card Account'** Cardholder VISA/MasterCard Account.

**'Cardholder'** Holder of Basic Credit Card(s) issued by the Bank.

**'Commencement Date'** Starting date of the Programme as announced by Bank July 1, 2012- June

30, 2013.

**'Rewards'** Branded points-based programme to reward Cardholder for their patronage with the Bank.

**'FTO'** Fast Track Option.

**'Point Account'** Reward Point Account.

**'Reversals'** Transactions for which the Cardholder will not be entitled to Points.  
**'Rs.'** Rupees.

**'Programme'** Reward Programme.

## 2. Eligibility

- 2.1 All Basic Cardholders issued Cards by the Bank from the Commencement Date are eligible to enrol in the Programme. Enrolment is currently free of cost but any fee for participation at the sole discretion of Bank at any time can be introduced in the Programme which will be notified to Cardholder.
- 2.2 Points earned by a Supplementary/Virtual Cardholder will be credited to the account of the Basic Cardholder and may be used only by the Basic Cardholder for redemption

## 3. Conversion

- 3.1 For every Rs. 200/- charged on the Card (refer to Point 4.3), Bank will credit one (1) Point into the Card Account. However, Bank reserves the rights to change at any time and without prior notice to the Cardholder, the ratio between a) a Point to be awarded; and b) the specified amount charged to Cardholder's Point Account.

## 4. Points Accrual

- 4.1 Points will accumulate on a monthly basis by reference to the total value of qualifying retail purchases made on the Card during that month.
- 4.2 Purchase Balances shall be rounded such that balance of Rs. 0-25 shall not receive a Point whereas the balance of Rs. 26-49 will be equal to one Point.
- 4.3 Cardholder would be given points for all retail transactions net of Reversals. Transactions included in Reversals are as follows:
  - Cash Advances or withdrawals in local or foreign currency
  - All Fees, Penalties and Service Charges
  - Credit Card Payments
  - Insurance Premium Plans
  - Disputed Transactions
  - Balance Transfer Amount
  - All payments at 24-hour Alfalah Contact Centre or through Auto Debit Transactions
  - Temporary Credits
  - All types of reversals
- 4.4 Bank may by notice at any time vary the nature or category of Credit Card transactions that qualify for Points under the Reward Programme.
- 4.5 Points accumulated in the Programme have no cash or monetary value and thus no cash

can be claimed by Cardholder from Bank against the accumulated Points.

- 4.6 Points accumulated in the respective Card Account will be shown in the Monthly Card Statement.
- 4.7 If a previously cancelled Card Account is reinstated within 6 months of the cancellation date, any unutilised Points in the account will be reinstated.

## 5. Point Redemption

- 5.1 Redemption requests can be given by filling out the Reward Redemption Form present in the catalogue/branches or by calling 24-hour Alfalah Contact Centre at 111 225 111. Once you have filled out the form, you can either mail it to the Rewards Department or place it in the Drop Boxes located for your convenience. Very soon, you will be able to submit an online application available on our website (bankalfalah.com).
- 5.2 The Card Account must be open, in good standing and there should be no past due balances on the Card Account. Moreover, it should not be fraudulently operated.
- 5.3 Points accrued in the Programme can be redeemed by the Basic Cardholder only.
- 5.4 In case the Cardholder voluntarily closed his Card points accrued during the tenure of Card membership will be available for redemption for 15 days from the date of closure of the account.
- 5.5 If the Basic Cardholder account is terminated at any time for any reason, whether by the Cardholder or Bank Alfalah Limited, the Cardholder and Supplementary/Virtual Cardholder shall henceforth be disqualified from participating in the Programme.
- 5.6 Processing and delivery of rewards to the Cardholder would require 4 to 6 weeks.
- 5.7 Certain rewards may take a longer time for delivery to the Cardholder due to availability issues by certain business partners. Bank will try to ensure deliveries within the stipulated time period, however, Bank bears no responsibility for delays or defects inherent in the reward. The Cardholder will have the right to request the cancellation of that reward if he/she is not willing to wait, and the Points will be added back to his/her point account.
- 5.8 All rewards are subject to availability with the respective vendor(s) and Business Partner's and restrictions may apply as to when the rewards can be redeemed.
- 5.9 Points calculation for every item mentioned in the Reward Catalogue is subject to change depending on market rate.
- 5.10 Any additional meals, taxes, transportation or accommodation arrangements made in connection with any reward will be the sole responsibility of the Cardholder
- 5.11 Redeemed Rewards are not exchangeable for other rewards, refundable, replaceable or transferable for cash or credit, under any circumstances.
- 5.12 By redeeming a reward, the Cardholder releases Bank, its subsidiaries, and affiliates from all liabilities to the Cardholder, their guests or any transferees of the reward regarding the redemption or use of any reward or other participation in the Programme.

## 6. General

- 6.1 All hotel and travel rewards are subject to availability, specific terms and conditions and may have restrictions, blackout dates and exclusions, unless specified by the Bank.
- 6.2 Bank assumes no responsibility for any loss or damage resulting from the accident or otherwise to any person or thing in association and/or connection with the reward redeemed.
- 6.3 Issuance of travel Reward Certificate does not constitute a reservation. The Reward Certificate holder is responsible for making all reservations and to notify the Business Partner

- of the reward(s) they are going to redeem.
- 6.4 Bank reserves the right to terminate the Programme at any time. Bank also reserves the right to change the Programmes terms and conditions at any time. These changes may include the imposition of a fee for participation in the Programme and the introduction of expiration dates for accumulated Points.
  - 6.5 Fraud or abuse relating to accrual of Points in the Programme or conversion of Points, may result in forfeiture of accrued Points as well as cancellation of a Cardholders Programme, and any Bank Card or other Bank Accounts and any decision by Bank in this respect shall be final.
  - 6.6 All questions or disputes regarding eligibility for the Programme, or the eligibility of Points for accrual, or conversion of Points will be resolved by Bank at its sole discretion and any decision by Bank in this respect shall be final.
  - 6.7 Bank's failure to enforce a particular terms or condition does not constitute a waiver of those terms or conditions by the Bank.
  - 6.8 Bank will bear no responsibility for resolving any dispute concerning goods or services received as a Reward under the Programme.
  - 6.9 Certain terms and conditions pertaining to a specific Reward will be indicated on its Reward Certificate.
  - 6.10 Bank shall not be liable for any loss or damage incurred or suffered by the Cardholder by reason of a Business Partner to allow a transaction or accepting the Credit Card.
  - 6.11 Bank shall not in any way be held responsible for the quality and fitness of or the purpose, merchantability of the rewards delivered to the Cardholder.
  - 6.12 By signing the 'Reward Redemption Request' or making a request by calling 24-hour Alfalah Contact Centre at 111 225 111, it is assumed that you have read, understood and agreed to the terms and conditions mentioned hereinabove.
  - 6.13 No request will be entertained for not receiving the reward item after 4 months from the date when the reward item was booked.
  - 6.14 if an item is returned by courier and the Cardholder is out of country for an indefinite period of time, his order will be cancelled and points against the same will be added back.
  - 6.15 Bank reserves the right to disqualify any Cardholder from further participation, if in its judgement, the Cardholder has in any way violated these terms and conditions, or has violated the Credit Card terms and conditions.
  - 6.16 Bank shall not be liable if it is unable to perform its obligations under these terms and conditions for any reason whatsoever.
  - 6.17 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 become invalid, illegal, unenforceable, the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
  - 6.18 The event of the occurrence of a Force Majeure event that directly affects the ability of Bank hereto to perform its obligations hereunder or affects the Business Partner, Bank shall be entitled to suspend performance of such an obligation for the duration of the Force Majeure event. Force Majeure includes acts of God, war, hostilities, riots, civil commotion, strike, revolution, epidemic, accident, fire, flood, earthquake, blockade, or any other cause similar to the kind herein enumerated or of equivalent force not within the control of the Bank.
  - 6.19 In the event of a breach by the Cardholder of any of the terms and conditions agreed upon herein, the Cardholder shall be liable for any costs/losses/expenses arising from such breach

and shall hold the Bank harmless and indemnify the Bank in full and immediately upon such breach. This, in no way curtails the rights to any other lawful remedy that Bank may have under the laws governing these terms and conditions. Breach of any terms and condition shall also give the Bank the right to terminate the transactions contemplated herein and the Bank may at its sole discretion take any other action under the policies of the Bank. The Cardholder shall also hold the Bank harmless and indemnify Bank for any expenses/damages accruing to them due to any error or breach caused by the act/omission of the Cardholder with respect to any transactions related hereto or contemplated herein.

- 6.20 The decision of Bank in respect of any dispute that may arise in connection with these terms and conditions shall be final and binding.

## 7. Orbits Expiry

- 7.1 Orbits accumulated will expire after 24 months from the month of their earning and are non-recoverable.
- 7.2 The expiry period may be changed and without any prior notice at the discretion of the Bank.

## 8. Other Important Terms

- 8.1 In the event of death of any Customer, Bank shall immediately cancel the accumulated Orbits.
- 8.2 All hotel and travel rewards are subject to availability, specific Terms and Conditions and may have restrictions, blackout dates and exclusions, unless specified by Bank.
- 8.3 Bank assumes no responsibility for any loss or damage resulting from accident or otherwise to any person or thing in association and/or connection with the reward redeemed.
- 8.4 Issuance of travel Reward Certificate does not constitute a reservation. The Rewards Certificate holder is responsible for making all reservations and to notify the Business Partner of the reward(s) they are going to redeem.
- 8.5 Fraud or abuse relating to accrual of Orbits in Alfalah Orbit Rewards Programme or conversion of Orbits, may result in forfeiture of accrued Orbits as well as cancellation of the customers programme, and any Bank's product and any decision by Bank in this respect shall be final.
- 8.6 All questions or disputes regarding eligibility for the Alfalah Orbit Rewards Programme or the eligibility of Orbits for accrual or conversion of Orbits will be resolved by Bank at its sole discretion and any decision by Bank in this respect shall be final.
- 8.7 Bank's failure to enforce a particular Term and Condition does not constitute as a waiver of that Term and Condition by Bank.
- 8.8 Bank will bear no responsibility for resolving any dispute concerning goods or services received as a Reward under the programme.
- 8.9 Certain Terms and Conditions pertaining to a specific Reward will be indicated on its Rewards Certificate.
- 8.10 Bank shall not be liable for any loss or damage incurred or suffered by the Customer by reason of a Business Partner refusing to allow a transaction or accepting the Credit Card or Debit Card at a POS machine.
- 8.11 Bank shall not in any way be held responsible for the quality and fitness of or the purpose, merchantability of the rewards delivered to the Customer.
- 8.12 No request will be entertained for not receiving the reward item after 04 months from the date when the reward item was booked.

- 8.13 If item returned by the courier and Customer is out of country or unavailable for an indefinite period of time, his order will be cancelled and Orbits against the same will be added back.
- 8.14 Bank reserves the right to disqualify any Customer from further participation, if in its judgment, the Customer has in any way violated these Terms and Conditions, or has violated the Terms and Conditions of any of its eligible products.
- 8.15 Upon disqualification of the Customer from further participation, all Orbits accrued shall immediately be forfeited.
- 8.16 Bank shall not be liable if it is unable to perform its obligations under these Terms and Conditions for any reason whatsoever beyond Bank's reasonable control.
- 8.17 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, unenforceable, the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- 8.18 The event of the occurrence of a Force Majeure event that directly affects the ability of Bank hereto to perform its obligations hereunder or affects the Business Partner, Bank shall be entitled to suspend performance of such an obligation for the duration of the Force Majeure event. Force Majeure includes acts of God, war, hostilities, riots, civil commotion, strike, revolution, epidemic, accident, fire, flood, earthquake, blockade, or any other cause similar to the kind herein enumerated or of equivalent force not within the control of Bank.
- 8.19 In the event of breach by the Customer of any of the Terms and Conditions herein, the Customer shall be liable for any costs/ losses/expenses arising from such breach and shall hold Bank harmless and indemnify Bank in full and immediately upon such breach. This in no way curtails the rights to any other lawful remedy that Bank may have under the laws governing these Terms and Conditions. Breach of any Terms and Condition shall also give Bank the right to terminate the transactions contemplated herein and Bank may at its sole discretion take any other action under the policies and procedures of Bank. The Customer shall also hold the Bank harmless and indemnify Bank for any expenses/damages accruing to them due to any error or breach caused by the act/ omission of the Customer with respect to any transactions related hereto or contemplated herein.
- 8.20 Bank is not responsible for any disputes involving Alfalah Orbit Rewards Programme or any other aspect of the loyalty programme between joint signatories or multiple persons holding the relevant Alfalah Orbit Relationship. Any personal liability arising out of the delivery or use of Alfalah Orbit is solely the responsibility of the Orbits Account/Product holder and/or any other holders of the relevant Alfalah Orbits Relationship.
- 8.21 These Terms and Conditions shall be construed and enforced in accordance with, and the rights of the parties hereto will be governed by, the laws of the Islamic Republic of Pakistan. Any and all disputes arising under these Terms and Conditions, whether as to interpretation, performance or otherwise, will be subject to the exclusive jurisdiction of the courts of Pakistan and each of the parties hereto hereby irrevocably agree to the exclusive jurisdiction of such courts.
- 8.22 The Bank shall have absolute discretion to amend or supplement or delete any of these Terms and Conditions at any time and will endeavor to give prior notice of thirty days for such changes. Changes in the Terms and Conditions shall be communicated to the Customer through Bank's website or through email sent to Customer at the Customer's registered email address. By continuing to use any existing or new products and services of the Bank, the Customer shall be deemed to have accepted the change(s) to the Terms and Conditions.

## Terms and Conditions: Termination of the Policy

Without prejudice to any other provision herein, the Policy provided hereunder in respect of the Customer shall terminate on the happening of the first of any of the following events:

1. The Customer's death, terminal illness, or permanent total disability and any other reason as in the relevant policy document in respect of the Policy.
2. Cancellation of the Customer's Credit Card facility in the case of monthly payment only.
3. If Credit Card account falls in 60 DPD.
4. The Customer having attained the age of 60 years.
5. Written notice from the Customer that the insurance be cancelled.

## General Limitations and Exclusions

No benefit shall be payable under the Policy if the death results directly, wholly or partly as a result of or related to the following conditions (details in policy document):

- a) Suicide
- b) Sickness or any other natural causes occurring within first 45 days of commencement of coverage
- c) Disease and incapacity or bodily injury or any condition which existed prior to the commencement of coverage
- 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
- f) Flying other than as passenger in a certified commercial aircraft
- g) War, invasion, act of foreign enemy, hostilities (whether war is declared or not) and civil commotion
- h) Service on duty with any armed or para-military forces
- i) Hazardous sports such as motorcycling, hunting, steeple chasing, mountaineering, racing of any kind, winter sports and diving
- j) Direct or indirect result of Human Immuno Deficiency Virus (HIV)

Further details of the General Limitations and Exclusions in respect of the Policy shall be contained in the policy document (as amended from time to time) in respect of the Policy and shall be binding on the Customer.

## Claim

The Customer hereby agrees to abide by and be bound by all provisions, Terms and Conditions regarding claims in respect of the Policy as are mentioned in the relevant policy documents of the Policy or as notified by the Insurance Company from time to time.

The Customer hereby agrees that Bank Alfalah may at any time waive either unconditionally or otherwise any of these Terms and Conditions or any default or breach of the Customer provided that such waiver is given in writing by Bank Alfalah. The waiver of any breach or failure to enforce any term or condition contained herein shall not be construed as a waiver or a waiver of any other breach of the same or any other term or condition.

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, unenforceable, the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

The Customer hereby agrees that the decision of Bank Alfalah in respect of any dispute that may arise in connection with these Terms and Conditions shall be final and binding.

These Terms and Conditions shall be governed by and construed in accordance with the laws of Pakistan.

## Terms and Conditions:

### Credit Cover

The rights and obligations of any Cardholder subscribing to the Credit Cover Scheme shall be governed by the Terms and Conditions set forth herein below. By virtue of the Credit Cover, Bank Alfalah limited (hereinafter called the Bank) aims to offer, through an insurance company of its choice, certain protection to those Basic Cardholders who are subscribing to the Credit Cover in the event of Death, Terminal Illness, Permanent Total Disability and Temporary Total Disability in accordance with the referenced Terms and Conditions and the Master Contract.

Alfalah Credit Cover also has a range of features (like coverage against confirmable fraudulent usage, counterfeit activity or any other unforeseen circumstances covered in our new Credit Cover policy) designed to protect you from the setbacks of life, at affordable rates.

### Definitions

In these Terms and Conditions: Except where inconsistency with the subject matter or context the singular includes the plural and the masculine the feminine, the vice versa in both case.

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

**Bank** means Bank Alfalah Limited Pakistan, which shall include all its administrators, successors-in-interest, and assigns.

**Cardholder** means an Account Holder of Credit Card facility who is subscribing to the Credit Cover and accepted by the Bank.

**Commencement Date** means the date the Cardholder is enrolled for Credit Cover by the Bank. Credit Card means the American Express credit facility.

**Credit** means the credit or other forms of financial accommodation provided by the Bank to the Cardholder.

**Event** means Death, Terminal Illness, Permanent Total Disability or Temporary Total Disability. Insurer means insurance company

**Indebtedness at the time of Death, Terminal Illness or Permanent Total Disability** means the closing balance of the last Credit Card statement 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 credit limit.

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 Instalment** means the 'Total Minimum Payment Due' payable to the Bank by the Cardholder 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.

## Insurance Cover

### Death, Terminal Illness and Total Permanent Total Disability Cover

- In the event of the Cardholder's Death, Terminal Illness or Permanent Total Disability, the insurance cover is the Cardholders indebtedness up to a maximum of Rs. 5 million.

### Temporary Total Disability Cover

- In the event of Cardholder's Temporary Total Disability, the insurance cover is the Cardholder's Monthly instalment up to a maximum of 12 months. Insurance will be provided under Credit Cover from the Commencement Date.

### Eligibility

All Basic Cardholders of ages less than 75 years are eligible to be covered under Credit Cover. At age 75 years of the Cardholder insurance cover shall cease and no benefit will be payable. However, no insurance will be effective if the Cardholder has already attained the age of 75 years at the time of initial Card membership approval by the Bank. The benefits under Credit Cover shall be extended to only the Basic Cardholders and not to Supplementary/Virtual Cardholder.

### Benefits

Subject to the Terms and Conditions herein the following benefits are available:

#### a) Death Benefit

In the event of death of the Cardholder due to the result of injuries caused solely by violent, external and accidental means and there is evidence of a visible contusion or wound on the exterior of the body except in the case of drowning or of an internal injury revealed by an autopsy, and that such death occurred within 90 days of the accident solely as a result of the same injury, the Cardholder shall receive twice the amount equal to the outstanding debt at the time of death, upon receipt of due proof in writing.

#### b) Temporary Total Disability Benefit

Benefit in the event of Temporary Disability due to accident or sickness, the Cardholder shall be relieved of the monthly instalment for each month during the disability period up to a maximum of 12 months. 'Temporary Total Disability' means inability due to accident or sickness, of the Cardholder to engage in his own occupation or employment for a period exceeding 45 days and provided the Cardholder is not otherwise gainfully employed or in receipt of any payments from his employer (including sick pay) or any Social Security organisation.

#### c) Permanent Total Disability Benefit

On Permanent Total Disability of the Cardholder due to accident or sickness, the Cardholder shall be relieved of the amount of his Indebtedness. 'Permanent Total Disability' means having been permanently totally disabled for 6 consecutive months as a result of accident or sickness which prevents the Cardholder from engaging in any occupation for which he is reasonably qualified by training, education, and experience and provided that the insurer is satisfied that he will be so rendered indefinitely.

#### d) Terminal Illness Benefit

On diagnosis of a Terminal Illness, the Cardholder shall be relieved of the amount of his indebtedness plus credit charges on the indebtedness for a maximum period of 2 months after the date of diagnosis of such illness. Payment of Terminal Illness Benefit shall absolve the Insurer of liability against Death Benefit.

'Terminal Illness' means a medical condition which in the opinion of a relevant specialist(s) approved by the Insurer would result in the lifespan of the Cardholder being reduced to a period of such a medical condition.

All benefits under Credit Cover shall be payable to the Bank and applied to the payment of outstanding bills on the Cardholder's Credit Card. Receipt of such benefits by the Bank shall discharge the Insurer with respect to all claims under Credit Cover Scheme.

#### e) Fraudulent Usage and Counterfeit Activity Benefit

In the event of any Confirmable Fraudulent Usage or Counterfeit Activity on the Cardholder's Credit Card, the Cardholder shall be relieved of the amount of his indebtedness plus Credit Card charges on the indebtedness incurred. 'Confirmable Fraudulent Usage or Counterfeit Activity' means any alleged fraudulent or counterfeit activity on the Credit Card, undertaken by any unauthorised person, which can be verified and confirmed, to the satisfaction of the Insurer, to have been conducted illegally and without the permission or acquiescence, direct or indirect, of the Cardholder.

### General Conditions Premium

Premium is payable as per Schedule of Bank Charges based on current balance shown on the Cardholder's Statement of Account each month and premium charged will be treated as retail transaction. The Bank shall pay all premiums under this policy to the Insurer on monthly basis, in arrears, with the amount of the premium being charged to the Cardholder's account. If the Cardholder fails to pay 'Total Minimum Payment Due' in respect of the last statement of account on its due date, then the Bank shall stop payment of the premium to the Insurer. If this 'Total Minimum Payment Due' is not paid within a period of 30 days, since it is due, then the Cardholder shall not be entitled to claim any right and benefit under the Credit Cover Scheme. The insurer may at any time vary the prescribed rate of premium, subject to the requirement of statute, notification of any such change shall be given to the Cardholder by the Bank either in writing or by publication thereof.

### Limitations and Reductions

- a) No temporary Total Disability Benefits shall be payable for the first 40 days of any period of Temporary Total Disability.

- b) The maximum cumulative amount of benefits payable under Credit Cover Scheme for any one event shall be limited to 120% of credit limit subject to a maximum of Rs. 5 million.

### Termination of Insurance

Without prejudice to any other provision herein, the insurance provided hereunder in respect of the Cardholder shall terminate on the happening of the first of any of the following events:

- a) Cardholder's death, terminal illness, or permanent total disability.
- b) Cancellation of the Cardholder's Credit Card Facility, which is done when the payment is overdue for 2 months (60 days).
- c) The Cardholder having attained the age of 75 years.
- d) Non-payment of premiums by the Bank to the Insurer for a period of 30 days after they have become due.
- e) Any other date on which the Cardholder ceases to be eligible for assurance for any fraudulent or criminal reason affecting the assurance hereunder.
- f) Written notice from the Cardholder that the insurance be cancelled.

### Claims

Written notice of claim must be presented to and received by the Bank within 45 days of occurrence of insured events. All claims shall be subject to such discharge evidence of claim, proof of age and occupation and information and evidence as the Insurer may require.

The Insurer at its own expense shall have the right to ask for any medical exam as often it may reasonably require during the pendency of a claim. At any time after a claim has been submitted under this Credit Cover Scheme, the Bank may in its absolute discretion restrict or cancel Cardholder's right to use his Credit Card.

The Cardholder 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 Cardholder's Indebtedness or Monthly Instalment which has been signed on the Bank's behalf by a responsible officer.

### Exclusions

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

- a) Suicide
- b) Sickness occurring within 30 days of this assurance
- c) Intentional self-inflicted injury, murder, assault, assassination and injury sustained through firearm injury
- d) Participation in any criminal act or violation of law
- e) Failure to seek or follow medical advice, taking of alcohol or drugs
- f) Heatstroke or sunstroke, poison, gas or fumes.
- g) Disease and incapacity or bodily injury which existed prior to this assurance
- h) Atomic energy explosions of any nature whatsoever
- i) War, invasion, act of foreign enemy, hostilities (whether war be declared or not), armed or

unarmed truce, civil war, mutiny, rebellion, revolution, insurrection by military or usurped power, riot or civil commotion, an illegal organisation or an industrial dispute

- j) Participating or practising a dangerous sport, including big game shooting, hang-gliding, hot air ballooning, parascending, steeple chasing, polo playing, horse racing, underwater diving, powerboat racing, mountaineering, rock climbing, caving, pot holing and all forms of motorsports and motorcycle sports, including time trials and hill climbs
- k) Participating in exercises or operations while serving with either of the armed or paramilitary forces or while performing any form of police duty
- l) Entering, servicing, operating, travelling in or ascending into or descending from any aircraft or aerial device except as a fare paying passenger on a licensed commercial airline flying on a regular scheduled flight
- m) Pregnancy, miscarriage, childbirth or any malignant disease occurring in or in connection with the female reproductive organs
- n) Catastrophes such as foods, epidemics, etc. resulting in 250 or more deaths
- o) Human Immunodeficiency Virus (HIV)

### General

The Bank is only acting as an agent in providing this facility and cannot be held responsible for setting claims emanating from this Scheme or for the approval or rejection of any claim. The Bank shall consider to accept for the Credit Cover Scheme any person who is an Account holder of a Credit Card Facility and confirms to the Bank's usual applicable conditions as determined from time to time at the Bank's sole judgement and discretion. Either the Bank or the Cardholder may cancel the Credit Cover at any time by giving the other a notice in writing of 15 days. In addition to the above terms and conditions and unless the context hereof otherwise requires, this Credit Cover product 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

### Terms and Conditions: Credit Advance

All cheque books have to be activated upon receipt similar to your Credit Card for security purposes. All cheques are crossed and cannot be used for cash withdrawal from Bank Alfalah branch network. Cash withdrawal interest charges apply as per Schedule of Bank Charges.

### Cashback Terms and Conditions (Applicable for American Express Card Only)

#### Paying Cashback

Cashback will be paid to you by crediting your Account and included in your monthly statement. Purchases that were charged to your card but have yet to be posted to your Account will not be taken into account for purposes of Cashback computation for such month but will however be taken into account for Cashback computation in the following month when the purchases have been posted to your Account.

#### Cancellation of Account

If your Account is cancelled you will lose the Cashback that has been earned but not yet been applied to your Account as a monthly credit.

### Changes to These Terms and Conditions

We may change these Terms and Conditions, including the rate at which you earn Cashback. We will give you at least 30 days' notice. We will give you notice by statement message, post, or other forms of electronic communication.

### Ending these Terms and Conditions

We may end these Terms and Conditions if we cancel or end your Account in accordance with the Account agreement. We may also end these Terms and Conditions by giving you at least 30 days' notice without any explanation being required. This could include changing your Account to a different product in accordance with the Account agreement or replacing these Terms and Conditions with a new set of Terms and Conditions that covers different benefits.

### Taxes, Duties and Exchange Control

You must pay any government tax, duty or other amount imposed by law in any country in respect of these Terms and Conditions and any Cashback paid to you.

### Terms and Conditions:

#### Bank Alfalah MasterCard Optimus Credit Card Welcome Offers (Applicable for Optimus Credit Card Only)

##### 0% BTF Offer

###### 1. Offer Details

- 1.1 0% Balance Transfer Offer is applicable only to newly issued Bank Alfalah MasterCard Optimus Credit Cardholders.
- 1.2 The 0% Balance Transfer Offer is valid for 90 days from date of approval of the Card.
- 1.3 The interest rate applied on the outstanding Balance Transfer amount shall be 0% (Zero %), for a period of three billing cycles months from approval of the balance transfer application. All other out standings on the credit card account shall continue being levied interest at the prevailing interest rate.
- 1.4 The 0% Balance Transfer Offer is only applicable to the outstanding balance transferred from other banks' credit card to select Bank Alfalah Credit Card and does not apply to any other form of transaction.

###### 2. Eligibility

- 2.1 The balance transfer application will be subject to verification and credit approval by the Bank.
- 2.2 The Cardholder must be a Basic Bank Alfalah MasterCard Optimus Credit Cardholder and must be in good credit standing with Bank Alfalah and other banks.
- 2.3 The Bank shall not accept any transfer if the Credit Card account, from which the balance transfer is to be made, is in overdue status.
- 2.4 The other credit card must be issued in the name of the Basic Bank Alfalah MasterCard Optimus Credit Cardholder.
- 2.5 The Balance Transfer Facility can only be availed till such time, as the Total Outstanding does not exceed beyond the Credit Limit notified by Bank Alfalah Credit Cardholder and total amount due from the Cardholder's other banks' credit card. At any time if making payment of the amount will result in exceeding the Credit Limit, Bank Alfalah Limited will not be obliged to pay the amount in terms of the Balance Transfer Facility and will not act upon the instructions and the Cardholder will not be able to avail the Balance Transfer Facility exceeding the Limit.

- 2.6 At the minimum, the Cardholder shall be required to provide the following:
- 2.7 Name of the other credit card company/bank;
- 2.8 Credit card number of the other credit card company/bank;
- 2.9 Total balance transfer amount.
- 2.10 While Bank Alfalah is processing the application for 0% Balance Transfer Offer, the Cardholder must continue to pay the minimum amount due required by the other credit card company/ies to avoid past due status.
- 2.11 The Bank shall not be responsible for any overdue payment, charges, fees or interest incurred thereby.

### 3. Rejection

- 3.1 The Bank reserves the right to reject the application or approve the requested amount at its reasonable discretion.
- 3.2 Bank Alfalah Limited does not undertake any responsibility whatsoever for nonpayment of any such amount, and/or any resulting charges/mark up/losses or any other liability as a result of such rejection to the relevant party.
- 3.3 The Cardholder shall be responsible in following up the status of his/her balance transfer application. In case of rejection of a balance transfer application, the Bank is not required to notify the Cardholder of such rejection and the reason therefor.

### 4. Approval

- 4.1 When the Bank approves an application for 0% Balance Transfer, the total balance transfer amount shall be subject to Bank Alfalah Credit Cards Terms and Conditions and Schedule of Charges associated with the Bank Alfalah Credit Cards.
- 4.2 Should the Cardholder's available Credit Limit not be sufficient to cover the balance transfer amount applied for the chosen repayment period, the Bank shall, at its sole discretion, determine and approve only a portion of the balance transfer amount applied for, without need to inform the Cardholder beforehand.
- 4.3 Once a 0% Balance Transfer Offer application is approved, Bank Alfalah, on behalf of the Cardholder, shall credit or pay, the other bank credit card the amount of the approved balance transfer amount.
- 4.4 Bank Alfalah shall not be liable for interest, or any over-payment of the credit card, nor for any late payment or other charges that the Cardholder may incur as a result of failure or delay by the Bank in making the payment before the due date of the Cardholder's other credit card.

### 5. Payment Terms and Conditions

- 5.1 Once the balance transfer is approved, any monthly amortisations shall be posted on the Cardholder's Monthly Statement of Account. These shall form part of the total outstanding balance due in the Cardholder's statement of account.
- 5.2 The Cardholder shall be charged a balance transfer fee upfront as mentioned in the Schedule of Charges.
- 5.3 This amount shall be payable in accordance with the Bank Alfalah Credit Card Terms and Conditions.
- 5.4 If the Cardholder revolves any portion of the total outstanding balance due in any given month, the account shall be subject to the computation of Service Charges as per Bank's Schedule of Charges and Terms and Conditions.
- 5.5 All payments received by the Bank from the Cardholder may be applied in and towards

payments of unpaid fees, Cash Advances, Charges, Liabilities and other costs and expenses in previous or current Statement of Account in such order of priority as the Bank may deem fit, and all payments and credits shall, unless otherwise decided by the Bank, be applied by the Bank first to the outstanding amount that has been billed to the Card Account for the longest period of time.

#### 6. 0% Offer Termination

- 6.1 Once approved, the balance transfer transaction can no longer be reversed. In case of pre-termination or cancellation of the approved balance transfer transaction before the end of the chosen repayment period, the Bank reserves the right to charge the Cardholder's account a pre-payment penalty as defined in Schedule of Charges
- 6.2 On completion of the selected 0% BTF Offer, the Cardholder will automatically move to the prevailing retail APR as stated in the Schedule of Charges.
- 6.3 It would be the responsibility of the Cardholder to keep track of the aging of the 0% BTF Offer.

#### 7. 50% Cashback Subscription Offer

- 7.1 50% cashback on Netflix subscription welcome offer is only valid on Bank Alfalah MasterCard Optimus Credit Card.
- 7.2 Offer can only be availed within 90 days of card's approval date.
- 7.3 Maximum capping of cashback value is PKR 750.
- 7.4 Offer is only valid once on a Card, either be a basic or supplementary.
- 7.5 Customer should remain subscribe for three months in order to be eligible for the offer.
- 7.6 Cashback will be processed once three months' subscription is reflected on Card's Monthly Statement of Account
- 7.7 The Bank reserves the right to claw back the cashback amount at any time if it's found out that Customer did not continue to pay for the subscription through Bank Alfalah select card for a minimum three months' time period.
- 7.8 Offer is valid for Netflix Pakistan and is only subject to amount charged in PKR on Bank Alfalah MasterCard Optimus Credit Card.

The Bank may from time to time change the Terms and Conditions set out herein, subject to the requirement of statute, notification of any such change shall be given to the Cardholder by the Bank either in writing or by publication hereof.

Details of annual fees and other applicable financial charges are available in the Credit Card Key Fact Sheet and the Schedule of Bank Charges (SOBC), as amended from time to time.