

Terms and conditions for issuing and using Visa Card and MasterCard from Boubyan Bank

The purpose of issuing a credit card is to benefit from it as an easy-to-use, safe, and secure payment method that replaces the carrying of banknotes, and it can be used on a daily basis to conduct any cash transaction without any link to issuing the card with any other purpose as advantages that benefits the customer.

Pursuant to the application submitted to Boubyan Bank by the client for the issuance of Visa/MasterCard, the client has accepted to strictly comply with the following terms and conditions:

1. **Definitions:** the following words shall have the meanings corresponding to them, whenever included in this application:
 - o **Bank:** Boubyan Bank.
 - o **Cards:** Visa Card and MasterCard issued by Boubyan Bank.
 - o **The Client:** The person to whom the card is issued, with his name printed thereon. The bank may, upon the request of the customer, issue a supplementary card to another person to be named by the said customer as per these terms and conditions, and any amendments thereto
 - o **The Merchant:** Any individual, establishment, company or corporate body that accepts the cards.
 - o **Account:** The client's account held with the bank in which all banking transactions of the card, fees, subscriptions, expenses and due charges shall be recorded as set out in this application.
2. The issued card shall be used by the person to whom the card is issued within the permissible credit limits. The used limits shall be considered Qardh Hassan granted by the bank to the client, and the client may not exceed these limits. Should the customer exceed these limits, he shall be committed to paying the value of the excess amount, along with all the amounts arising from the card's use by any other person, or those used by the supplementary card whether he authorized the same or not. Nevertheless, the customer shall be entitled to claim/object to any amounts within the limits of the extended card only.
3. The client shall be entirely responsible for the card, its use and the consequences resulting from such use, particularly in case of its damage, loss or theft or misuse by him/her or by third parties, and whether such was made by the client's consent or not. In all cases, the client shall be committed to paying Boubyan Bank the debit balance accruing on the account.
4. In case the card is lost or stolen, the client shall immediately notify Boubyan Bank by calling 1820082, or +96522282000 from abroad, or directly at any of Boubyan Bank's branches. The client shall remain liable for any transaction resulting from the use of the stolen or lost credit card until Boubyan Bank takes the necessary action after verifying the customer's data.
5. Boubyan Bank is not held responsible for any action, omission or objection whatsoever by any merchant to accepting the cards. The customer must verify the value of the amount and compare the same to the actual value of the payment for the purchased goods.
6. All amounts payable to Boubyan Bank by the client shall be charged & paid over and above 2.5% (two and a half percent) on all transactions carried out outside the state of Kuwait or via international websites in foreign currency, using the Kuwaiti Dinar special daily exchange rate for this foreign currency as provided by the service provider, at the date when Boubyan receives a statement of account of such amounts from the entities that carried out such transactions. This added percentage represents the costs associated with cards' transactions made outside Kuwait, such as mandatory cists, settlement and authorization costs, in addition to other costs to cover for the foreign exchange fluctuation risks, and the losses arising from fraud and forgery operations. Such a procedure shall be considered to have been made by virtue of an express authorization from the client to the bank. As for cash-withdrawal transactions, a fee of KD 6 per transaction will be levied on any cash withdrawal transaction. Such a procedure shall be considered to have been made by virtue of an express authorization from the client to the bank.
7. Boubyan Bank shall be entitled to immediately recover the amount due to it from any deposits, payments or accounts held by the client with Boubyan Bank, whatsoever their description, without the need to present any notice or obtain permission from the client.
8. All deposits, goods, accounts to the client, which are under the control of Boubyan Bank, shall serve as a collateral for the settlement of all due amounts, or such amounts which shall become due from the client for any reason whatsoever. The client shall pay Boubyan Bank all the expenses and amounts arising due to his/her use of the card, including the cost of transfers, telexes, and commissions charged by banks or other financial institutions due to the client's use of the card.
9. Boubyan Bank shall keep the ownership of the card.
10. Boubyan Bank shall not be responsible for any damage incurred as a result of the malfunctioning of the ATM or the P.O.S., for any reason whatsoever, or due to the insufficiency of the balance in these machines inside or outside the State of Kuwait.
11. The card shall be renewed automatically on an annual basis before the expiry of the existing card. The client may, at least sixty (60) days before the expiry date of the card, apply for cancellation of his/her membership. Such a request shall be made in writing on the form prepared for this purpose at Boubyan Bank, and the card shall be returned. Returning the card by the client to Boubyan Bank, with the latter's receipt of the card without reservation, shall not discharge the client's responsibility towards Boubyan Bank. In all cases, the client shall remain liable for all obligations arising from using the card until the complete fulfillment of such obligations and the settlement of the card accounts or after the lapse of no less than sixty (60) days from the date of returning the card, whichever is earlier. In the event of non-receipt of the card within sixty (60) days, the card shall be destroyed. However, if the client requests another card, such a card shall be issued to him/her and shall be valid for the remaining period of the subscription. In both cases, charges shall be collected from the client's account.

12. Boubyan Bank shall be entitled to canceling, suspending, or disabling the features of the credit card with or without giving any reasons, even if the second party does not exceed the card's limit, particularly in the following cases:
 - If the client falls in breach of any of the terms and conditions set out in the application.
 - If the client misuses the card, especially if he/she uses it for payment of the value of goods, businesses or services in breach of Islamic Sharia.
 - If an enforceable or a provisional attachment order is made on the client's properties.
 - If a judgment is passed against the client for liquidation of his/her properties, or he/she is declared bankrupt.
 - If the client fails to honor any due payment for the first party (the bank) on the due date thereof even if such an amount is a result of any bank financing extended to the client by the first party by virtue of contracts for other credit facilities.
 - If the client is incapacitated or in case of his/her death.
 - If the client's account is closed whether by a decision from Boubyan Bank or upon the request of the client.
 - If the client uses the card for commercial/investment purposes, and not for personal use, and this issue is verified by comparing the income of the customer with the pattern of use, and many other factors.
 - If the customer deceives the bank by employing twisted methods to earn the benefits extended by the credit card.
13. The client may not use the credit card in gold purchases for the purpose of trading but he/she may purchase gold for his/her personal needs only.
14. In the event that any reason arises for cancellation of the card, the client shall return the card to Boubyan Bank. All obligations arising from using the card shall remain under the client's responsibility until the fulfillment of such obligations and the settlement of the card accounts. Returning the card by the client to Boubyan Bank after the bank's cancellation of the card without reservation shall not be deemed a proof of the client's exoneration from the obligations towards Boubyan Bank.
15. Each notice sent by Boubyan Bank to the client at his/her address indicated in the application shall be deemed sound and valid. The client undertakes to advise Boubyan Bank in writing if any change occurs to his/her address.
16. Charges shall be collected by Boubyan Bank on the amounts resulting from the use of the card by the client's account, including the amounts referred to in article 8. Boubyan Bank shall send a statement of account to the client showing the amount to be settled by the client.
17. The client waives the right to request auditing the books and accounting records of Boubyan Bank related to the client's obligations arising from the cards as provided in this application. The client shall not be entitled to object to the same unless a conclusive evidence exists to the contrary so long as such evidence is acceptable to the auditing bodies and authorities in charge of supervision over compliance with the Islamic Sharia.
18. Boubyan Bank may amend these terms and conditions at any time it deems appropriate. In the event of announcing the amendments at its branches, such amendments shall be effective as of the date of announcement unless the client refuses such amendments. In which case, the client is deemed to have requested the cancellation of the card and, thereby, he/she shall be subject to the provisions of articles 12, 14 and 15.
19. The client acknowledges that he/she is aware of the following provisions and that he/she approves and accepts them:
 - The services available through the card may not be available in certain countries and on some days due to public, national or religious holidays to employees, and the client acknowledges that he/she is aware of this fact and accepts it.
 - Any authorization for increasing the credit card's limit to the client requires making certain communications with Boubyan Bank. The client, therefore, consents to postpone using the card until the lapse of the period required for obtaining Boubyan Bank's approval.
 - The customer may be exempted from paying the annual fees in full or in part as per the approval and the desire of the bank or as a part of special offers for some of the credit cardholders as per the segments determined by the bank.
 - All clauses, including the fees and commissions of credit cards, may apply to the supplementary card except the offers determined by the bank.
 - In case of claims/objections/fraud or any other requests/claims, the bank shall be responsible for the value of the transaction, and this liability shall be limited by the maximum credit limit extended to the customer for the card.
20. The client authorizes Boubyan Bank to deduct the amounts payable by him/her as a result of using the card in Kuwaiti Dinar by means of debit entries made to his/her account with Boubyan Bank.
21. *Commitment and Payment:*
 - These cards allow the customer to pay the outstanding balance in full or over a period of time as per his request.
 - Boubyan Bank shall be repaid the amount due for revolving credit cards, and the value of the monthly installment shall be determined **in light of the limit extended to the card**. For fully charged credit cards, the monthly utilized amount shall be repaid in full against the account statement of the account to be decided by the customer or any other accounts held by the customer with Boubyan Bank.
 - No profits shall be charged to the due balance.
 - The minimum monthly instalment payable for the credit card is KD 8.33 or 8.33% of the credit limit extended to the card, whichever is higher, for VISA or mastercard credit cards.
 - The bank is entitled to annual non-refundable fees against the issuance of the credit card, and such fees shall be due upon the card's automatic renewal **on an annual basis**.
 - In the event of the client's breach of any of the terms and conditions of this contract, the payable amounts shall fall due in full. Accordingly, Boubyan Bank may initiate the legal proceedings for recovery of the amounts due to it and shall deduct such amounts from any accounts held by the cardholder with Boubyan Bank.
 - The annual fees for the card are deducted in advance upon the issuance of the card by the bank, except that if the customer replaces the card before the date of its annual fee, a partial fee is calculated for the period used in addition to the replacement fees

22. The above terms and conditions are subject to the provisions governing the relation between Boubyan Bank and the cardholder. Any provision not covered by these terms and conditions shall be subject to the provisions of the applicable laws in the State of Kuwait and shall fall under the jurisdiction of the competent courts in the State of Kuwait without contravening the provisions of the noble Islamic Sharia..
23. I agree and consent Boubyan Bank and the Credit Information Network K.S.C.C. (Ci-Net) to exchange my information in connection with consumer and installment credit facilities with banks, investment companies under the supervision of the Central Bank of Kuwait and all other commercial companies providing credit facilities regulated by the Ministry of Industry and Commerce, without any liability in accordance with the provisions of Law No. 9 of 2019 regarding the regulation of credit information exchange and its executive regulations, whatsoever, on the Bank or Ci-Net.
24. I acknowledge and undertake that I agree to all of the following details. (Boubyan Bank) has the right to have my name listed on the Credit Information Network (Ci-Net) in the event that any of the documents submitted by me is suspected of forgery, and this listing will take place until the issue of the suspicion is decided upon by the competent authorities.
25. Boubyan Bank has the right to inform the respective authorities about the incident of suspected fraud, without the slightest responsibility on the bank's part.
26. I agree to exempt (Boubyan Bank) from liability for any damage incurred by the (customer) as a result of the procedures taken by the competent authorities in the event of reporting a suspicion of fraud in any of the documents that you submitted to obtain the credit card, with the right of (Boubyan Bank) to keep the original documents submitted to avoid the risks that (Boubyan Bank) may be exposed to in the event that my innocence is proven.
27. The second party (the client) acknowledges that if he/she is convicted of forging any of the documents submitted by him/her to obtain the credit card, he/she will be deprived of obtaining any financing for a period of 3 years.
28. The client accepts and authorizes the disclosure of some data or information to external parties in order to develop or add services or products while such external parties shall be committed to maintaining the confidentiality of information and not using the data/information for any purpose other than the one specified for the same.
29. In case the client does not pay the due amounts within (60) sixty days, the card shall be suspended until repayment of all the due amounts arising from using the card. In case the delay period exceeds (90) ninety days, the card shall be suspended with immediate effect and shall be returned after the lapse of (6) six months from the date in which Boubyan Bank recovers the whole amounts payable to it. If the client does not settle the amounts payable by him, the card shall not be renewed except after the lapse of one year from the date in which Boubyan Bank recovers the amounts due in full. Hence, in case the client is not serious about repayment of the balances for the third time, the card shall be deemed cancelled and shall not be renewed again.
30. The client acknowledges the veracity of the bank's books and accounts, being a conclusive evidence to his due obligations arising from that contract, however, the customer is vested with the right to prove otherwise.
31. The customer may submit a request to obtain the invoices and receipts for the transactions which are claimed to be invalid on the card within 30 days from the date of performing the transaction and his right shall be barred by limitation after the lapse of this period (investigating the claim may take 30 days with the merchant).
32. The customer may file a claim/objection to the transactions, provided to have a supporting document proving his claim, within 60 days from the date of performing the transaction, and his right shall be barred by limitation after the lapse of this period.
33. Should the claim/object be found invalid and to the contrary of the customer's claims, a fee will be applied as per the approved tariff list by the bank and -approved CBK list of commissions as follows, listed on the Bank website.
34. The bank shall be vested with the right to rule out some claims in certain cases i.e. any transaction that required 2nd factor authentication – such as One Time Password (OTP)
35. The customer declares that he is aware that the credit card can be used without the PIN at some P.O.S. machines inside and outside the state of Kuwait.
36. The customer shall be committed to settling the card's account, and paying any obligations arising from using it at companies, establishments, stores, and other entities offering goods or services on an ongoing basis by virtue of the card until they stop charging the card's account. As per the mechanism of cards' operation at some networks (Visa, Mastercard, K-Net, and others), MERCHANTS (companies, establishments, stores, and other entities) may charge other amounts to the card without authorization and without any actual balance or without the card's validity; they may do so by using the "by-force post transaction" feature, which allows them to charge additional amounts to the card without prior authorization, whether the card is active or not.
37. Fees and commissions shall apply as per the approved tariff list by the bank and CBK-approved list of commissions, mentioned on the tariff list on the Bank website.

No.	Fees of Issuance / Renewal	Fees
1	Issuance/Renewal fees of Visa + MasterCard (basic-classic) charge/revolving (except the offers made by the bank).	KD 50
2	Issuance/Renewal fees of Visa Platinum (Visa Gold formerly) + MasterCard Platinum (Titanium formerly) charge/revolving (except the offers made by the bank).	KD 80
3	Issuance/Renewal fees of Visa Signature + World MasterCard charge/revolving (except the offers made by the bank).	KD 150
4	Issuance/Renewal fees of Visa (Infinite) + MasterCard (World Elite) charge/revolving (except the offers made by the bank).	KD 250
5	Issuance/Renewal fees of Prepaid Visa reloadable/non-reloadable (can be used till credit is consumed) (except the offers made by the bank).	KD 10

6	Fully-Charged Metal Visa Card issuance/renewal Fees	KD 250
7	Revolving Metal visa issuance/renewal Fees	KD 500
8	Lost/Damage Metal visa replacement card (Fully charged/Revolving)	KD 100