

## Mubarak Plus Credit Card Term and Condition

Arab National Bank ("**Bank**") will issue Al Mubarak Plus Credit Card ("**Card**"), subject to the following Terms and Conditions:-

### 1. Standard Definitions:

- a) **Card:** The Bank will issue the Card on the customer's written request. The Bank retains title to the Card, and the Customer (**Cardholder**) hereby undertakes to return the Card to the Bank immediately on its demand. The Cardholder also undertakes to acknowledge receipt of the Card immediately on arrival, and further undertakes to prevent use of the Card by any other individual.
- b) **Grace Period:** The period within which, any Credit extended for purchases may be repaid without incurring a Term Cost. ANB's Standard grace period is 21 days.
- c) **Payment Due Date:** The date within which, any Credit extended for purchases may be repaid without incurring a Term Cost. ANB's payment due date is the statement date plus grace period.

2. **Acceptance of the Terms & Conditions:** Once your application is accepted and you become an ANB Cardholder, receiving the Card constitutes the Cardholders' agreement to these Terms and Conditions along with additional and complete Terms and Conditions sent subsequently with the Card.

3. ANB reserves the right to amend or alter these terms and conditions from time to time, provided the Cardholder is notified 30 business days in advance of implementation.

4. The relationship between the Cardholder, Issuer (**Bank**) and the Acceptor (**Merchant**) is deemed a guarantee relationship.

5. **Supplementary Card:** The Cardholder may obtain a Supplementary Card for anyone 18 years of age or over. The Supplementary Card is governed by the same Terms and Conditions as the primary Card and attaches the same rights and privileges. The Supplementary Card shall be tied to primary Card.

6. **Primary Cardholder's Liability:** The Cardholder is liable for settlement of all liabilities arising from his/her use of the primary Card and the Supplementary Cards.

7. **Credit Limit:** The Card limit is determined in accordance with the Bank's general policy. The Cardholder undertakes to pay all amounts due which fall within the approved credit limit and/or any other amounts debited to the account over and above the credit limit. The Cardholder may submit an authenticated request to the Bank requesting increase of his/her credit limit. The Bank reserves the right to approve or decline that request.

### 8. Monthly Repayment:

- a) The Bank will charge transactions resulting from the Cardholder's utilization of the Card every 30 days. The Saudi Riyal shall constitute the basis for charging regardless of the actual transaction currency.
- b) The Bank will issue a monthly statement of account, which will be dispatched to the Cardholder's address of record entered on the Bank's books to reflect all transactions passed over the account during the respective month. The Cardholder must approach the Bank within 30 days of issue; otherwise, the Bank will treat all information contained in the statement as true and correct.
- c) The Cardholder shall make monthly payments on his/her Card account. The minimum payment due shown on the Cardholder's statement will be the minimum amount payable each month on or before the Payment Due Date. . However the Cardholder can avail of a Tawarrouq finance to settle the Card account balance, subject to Bank approval.
- d) If the Cardholder wants to settle the Card balance through Tawarrouq finance, the Tawarrouq Finance tenor will be one month as per the annual profit margin.
- e) The amount generated from the Tawarrouq finance transaction will be held by ANB for payment of amounts due on the Card account.
- f) In Case the Cardholder fails to pay the full minimum monthly payment in three consecutive installments with the Bank notifying the customer in advance, the Card Account will be frozen and he/she will not be allowed to request any financing. The Cardholder will be offered the service of Credit advisory, and work on a settlement before applying any legal action against the delinquent cardholder and there will be a direct communication with the cardholder during this period regarding the payment and the bank is entitled to assign an internal or external entity to collect the amount within one month of the expiry of the minimum payment period of "three months". The advisory services will also be provided directly to the delinquent cardholder.
- g) If the Cardholder delays payment of the amounts due against usage of his/her Card in making purchases and cash withdrawals, then the Cardholder shall pay a monthly financial penalty for delaying the payment due to cover any collection costs. Any surplus amount will be donated to the charity.

9. In case of death of the Cardholder, the outstanding balance of the Card or any other due payments will fall immediately due and payable. The Bank has the right to set off the amounts due against any account maintained by the Cardholder with the Bank and /or any of its affiliates to fully settle the outstanding payments. If balances of such accounts are insufficient, the Bank shall have the right to recourse against all heirs of the Cardholder for the total or part of the amount due unless the Cardholder had subscribed to the Balance Protection Cooperative Insurance Program.

10. **Card Utilization Limitations:** The Cardholder undertakes not to use the Card to procure any funds from any sources other than ATMs and banks.

**11. Cardholder's PIN:**

- a) The Cardholder undertakes to maintain his/her PIN in confidence at all times and shall not disclose the PIN, write or record it on any media which is likely to expose it to unauthorized use.
- b) The Cardholder undertakes to settle the value of all transactions passed over his/her account resulting from usage of his/her Card PIN whether or not a receipt is issued.
- c) The Cardholder should not choose an easy or personal date-related password for his card and it is preferable to change it periodically.

**12. Card Replacement:**

- a) The Bank, at its absolute discretion, may re-issue, replace or renew the Card provided it notifies the cardholder.
- b) The Bank reserves the right to approve or decline issue of a replacement Card in lieu of a lost or stolen Card. If approval to issue a Card in lieu of a lost or stolen one is granted, the Bank reserves the right to charge the replacement fee in case of issuing a replacement. If the Bank declines issuance of replacement Card, the Cardholder has the right to get a refund on the remaining balance of the annual fee.
- c) The Bank has the right to charge a card replacement fee per occurrence excluding the first occurrence for the re-issuance of lost, stolen or damaged card. The Bank shall have the absolute right to amend such replacement fee which becomes valid and effective upon lapse of 30 working days from date of notification to the Cardholder.
- d) The Card holder has the right to accept or reject the replacement card. The Cardholder shall be deemed to have given his/her consent if he/she do not express an objection within 14 days from the issuance, or activates the replacement Credit.

**13. Amendments in Terms & Conditions:**

- a) The Bank reserves the right to alter or modify any of the Terms and Conditions herein, provided such alteration or modification does not contravene with Shariah principles. The Bank will report modifications to the Cardholder in the manner it deems appropriate but without prejudice to rights acquired pursuant to these Terms and Conditions, at which time the amendments shall become binding on the Cardholder within 30 business days from date of notification unless the Cardholder cancels the Card prior to the amendments validity date.
- b) In the event of any amendment / change or modification to this agreement from the Bank, the cardholder, if not in agreement with the amendment / change or modification, is entitled to terminate the agreement within 14 days of receipt of the notice of such change after paying the outstanding amount.

**14.** Hereby, the Cardholder agrees to provide Arab National Bank with any information that it requires for establishing and/or auditing and/or managing his/her accounts and facilities therewith and he/she authorizes it to obtain and collect any information as it deems necessary or in need for regarding the cardholder or his/her accounts and facilities therewith, from the Saudi Credit Bureau (SCB) and to disclose that information to the said company (SCB) or to any other agency approved by Saudi Arabian Monetary Agency (SAMA). The Bank is obliged to provide Saudi Credit Bureau (SCB) or any other agency approved by Saudi Arabian Monetary Agency (SAMA) with the financial history of each credit card account.

**15. Change of Address:** The Cardholder undertakes to report any change of address or communication details, eg. mobile, through any reliable communication channel to the bank. Correspondence sent to the Cardholder at his/her last known address as shown in the Bank's records shall be considered duly made and delivered.

**16. Termination of Card Membership:**

- a) The Bank may at any time terminate this Agreement and recall all cards (which are deemed to be the Bank's Property) without any responsibility towards, or prior notice to, the Cardholder. The Cardholder shall immediately return all cards cut in half to the Bank. If this Agreement is terminated, all the outstanding balance in the card account shall become immediately due and payable to the Bank. Annual fee will be refunded to the Cardholder on pro rata basis for the remaining period of the year after the termination.
- b) The Cardholder may at any time terminate this Agreement by giving a written notice to the Bank. Such notice shall come into force and effect only after the Card/Supplementary Cards are returned to the Bank cut in half and the Cardholder has settled all claims associated with Card utilization. In the event that the Cardholder requests cancellation of his Card, the Card account must first be settled in full and not have any remaining outstanding balance at which time the Card can be cancelled and its account closed. If the Cardholder requests a final clearance letter from the Bank, it will be issued after 30 days from the date of termination request after repaying all outstanding due. The cardholders record with Saudi Credit Bureau will be updated within a maximum of 7 days of closing the account.

**17. Debit Balance:** once the bank has informed Cardholder of the amount of the transactions due for payment and demanded payment within not more than 90 days from the transaction date, the bank has he the right to deduct from the Cardholder's account after obtaining the Cardholder's Prior consent.

**18. Complaint Resolution:** In case of any complaint with regards to Al Mubarak Plus Credit Card, the cardholder may approach the Bank on the toll free number 8001192222 or fax it to the Customers complaints resolution center on 00966112769272 or mail it directly to the Arab National Bank Cards Centre P.O. Box 56921, Riyadh 11564, KSA.

**19. Assignment and Securitization:** Bank reserves the right to pledge, take action thereon, assign or transfer any or all of its rights benefits and obligations under Al Mubarak Plus Credit Card facility offered to the Cardholder to any other party without the Cardholder prior permission.

If the Bank pledges, takes action thereon, assigns or transfers any or all of its rights benefits and obligations under Al Mubarak Plus Credit Card facility, the Cardholder's rights, benefits and obligations under this facility will stay exactly the same and he/she will be bound to the party to whom the Bank has so pledged, assigned or transferred the outstanding under Al Mubarak Plus Credit Card facility granted to the Cardholder. At the customer's request to obtain a release, the latter should be issued after 30 working days from the notice date to the customer of cancellation and after the payment of dues on the card.

**20. Cross Sell Rights:** Bank at its sole discretion from time to time may offer to the Cardholders various optional features and banking products which are based on the Bank's policy at that point in time and the Cardholder agrees to be the recipient of these offers unless stated and submitted to the Bank in writing otherwise.

**21. Fees, Charges and Financial Dues:**

<b>Annual Fee -Primary Card*</b>	Infinite SAR 1,575 - Signature SAR 1,050 - ANB Miles SAR 525 - Platinum SAR 367.50 - Titanium SAR 315 - Gold & Classic SAR 210.
<b>Annual Fee - Supplementary Card*</b>	SAR 103.95 / Signature and Infinite SAR 315.
<b>Cash withdrawal/advance Fee*</b>	SAR 78.75 per transaction regardless of the amount withdrawn.
<b>Invalid Dispute Fee *</b>	SAR 36.75 (if investigation outcome is against cardholder).
<b>Credit Card Account Statement less than 1 year *</b>	SAR 26.25
<b>Credit Card Account Statement from 1 year to less than 5 years *</b>	SAR 31.50
<b>Credit Card Account Statement more than 5 years *</b>	SAR 52.50
<b>Late Payment Fee (Delay Fee)</b>	SAR 100
<b>Card replacement fee for lost card *</b>	SAR 210
<b>Minimum Payment</b>	5% of total due amount or SR 100, whichever is higher.
<b>ANB balance protection program subscription fee*</b>	0.5145% of the total outstanding balance ( <b>optional</b> )
<b>Additional rate for international transactions.*</b> <ul style="list-style-type: none"> <li>• <b>2.36% for Infinite.</b></li> <li>• <b>2.63% for Signature.</b></li> <li>• <b>2.89% for Classic, Gold, Titanium, Ferrari and Platinum.</b></li> </ul>	<b>Example for 2.89% Classic Credit Cards:-</b> <ul style="list-style-type: none"> <li>• <b>For POS</b> International Transaction Amount: 1,000 US Dollar. Conversion rate: 3.7750 x 2.89% = 3.8840 ( Liable to change as per prevailing daily rates). Total value of International Transaction = SAR 3,884.09</li> <li>• <b>For ATM</b> International transactions we add transactions fee which is <b>SAR 78.75</b></li> </ul>
<b>Cash Advance Limit</b>	30% of Credit Limit (maximum single transaction value should not exceed SAR 5,000). ATM cash withdrawals are subject to limits that pertain in the jurisdiction where the Cardholder is making the cash withdrawal

\*Including the Value Added Tax VAT

Limit	Annual Fee	Card Name	Annual Percentage Rate (APR)		
			Tawarrouq profit 1	Tawarrouq profit 2	Tawarrouq profit 3
SAR 100,000	SAR 1,575	Infinite	33.88%	N/A	N/A
SAR 20,000	SAR 1,050	Signature	44.15%	49.40%	53.91%
SAR 10,000	SAR 525	ANB Miles	44.15%	49.40%	53.91%
SAR 10,000	SAR 367.50	Platinum	39.59%	44.65%	48.99%
SAR 10,000	SAR 315	Titanium	38.12%	43.12%	47.41%
SAR 10,000	SAR 210	Classic & Gold	35.27%	40.41%	44.33%

\* the actual customer Tawarrouq profit will be assigned based on ANB's Credit Card policy.

**22. Specific Warnings:-**

- a) Failure to comply and adhere to the above Terms and Conditions may result in cancellation of the card and the suspension of the cardholder's account. All amounts due from the Cardholder shall become immediately payable to ANB.
- b) Failure to maintain good payment history will have negative impact on the Cardholder's credit history and reported to the Saudi Credit Bureau.
- c) Paying only the minimum payment will extend the period the cardholder is indebted to the bank. For example. For a SAR 7,000 purchase, at 5% minimum payment and 2.2% monthly markup, it will take the card holder 68 months for complete repayment and the card holder has to pay SAR 4,178.39 in term cost.

**23.** All amounts, fees and profit margins due and payable by the Cardholder to the Bank pursuant to these terms and conditions shall be deemed to be exclusive of the Value Added Tax "VAT" and any other tax whether imposed now or in the future.

**24. The rewards program "ANB Rewards":**

- a) Only valid ANB Credit Cards can earn points.
- b) Infinite, Signature, Platinum and Titanium credit cards: for every 1 Saudi Riyal spent, 1 point will be credited.

- c) Gold and Classic credit cards: for every 1 Saudi Riyal spent, 0.75 point will be credited.
- d) Cash withdrawal and SADAD Bill payments through ANB Electronic Channels are not eligible for points.
- e) Credit cards that are not in arrears, suspension or default may redeem points.
- f) Cardholder is eligible to redeem in multiples of 20,000 points.
- g) Points expire after 2 years from date of earning.
- h) ANB Rewards points are not applicable for co-branded cards.

**25. ANB Easy Pay Program (EPP):**

- a) Customers can only use their existing credit limit to obtain installments. No extra credit is offered with this facility.
- b) Must do the transaction at least 2 days before the Credit Cards due date.
- c) The minimum amount for installments is SR 1,000 per purchase.
- d) In the event of inconsistencies between these terms and conditions and the previous ANB credit card terms and conditions agreement, these terms and conditions shall prevail in so far as they apply to the installment plan.
- e) The Maximum / Minimum installment tenure will be 3 to 12 months i.e. 3 months / 6 months / 9 months and 12 months.
- f) All installment plans must be paid in full before a customer can change products.
- g) There is no maximum of installment plans per account.
- h) Cash advances are not valid for use in any installment plan.
- i) A Tawarrouq transaction will apply for the non-participating merchants (1%) profit rate per month and it will be added to customer due amount.
- j) In the event that the payment method chosen is 100% deduction your installment plan will be changed to a minimum payment schedule.
- k) The customer may not cancel installment plans at any time during the installment period.
- l) If a customer wants to settle early then he must pay the remaining balance including profit margins in full.
- m) ANB reserves the right to reject any request for installment plans. ANB is not liable for any claim arising from refusals.
- n) In the case of a merchant installment plan, the merchant is solely responsible for all obligations and liabilities in connection with the supply of goods/services or any defect or damage.
- o) Any dispute pertaining to a purchase or the provision of any goods or services lay with the merchant:
  - I. The card holder must resolve such disputes directly with the merchant.
  - II. The liability of the cardholder and his obligation to make payment to ANB shall not be affected by any such disputes.
  - III. ANB is not responsible for the investigation of or the resolution of any such dispute.
- p) ANB reserves the right to cancel or suspend the installment option "Easy Pay" Program at any time, provided the Cardholder is notified 30 business days in advance of implementation.
- q) In case of a credit card upgrade, all transactions on the old credit card will be transferred to the new credit card including the installment plan.
- r) ANB reserves the right to amend or alter these terms and conditions from time to time, provided the Cardholder is notified 30 business days in advance of implementation.
- s) These terms and conditions are in addition to the terms and conditions as set out in the ANB cardholder agreement which regulates the provisions of credit card facilities by ANB and any other terms and conditions imposed by ANB at any time.

**26.** The Bank is entitled to impose fees/charges as it deems appropriate for the Bank's Phone Banking and ATM services after advising the Cardholder and not receiving any written objection within 30 working days of notification. The Bank is hereby authorized to, directly and without recourse to the Cardholder, debit any of Cardholder's accounts with the Bank for such fees/charges as the same is reflected in the monthly statements.

**27.** These terms and conditions are governed by the applicable Saudi Laws and must not contravene with Islamic Shariah rules. Any disputes between the Band and Cardholder shall be submitted to the Banking Disputes Settlement Committee for resolution. The Cardholder assigns an agent to buy commodities from ANB on his behalf and sell them to a third party.

**28.** If any provision or term of this Agreement is or becomes illegal, invalid or unenforceable in any respect according to the laws and regulations of the Kingdom of Saudi Arabia, such illegality, invalidity or unenforceability shall not affect the legality, validity, or enforceability of other provisions or terms of this Agreement.

**29.** The Cardholder warrants that he/she will not use or facilitate use of his/her Card(s), whether directly or indirectly, for any purposes connected with money laundering and terrorism financing.

**30.** In case of discrepancy between the Arabic text and the English text of these Terms and Conditions, the Arabic text shall prevail.

**31.** The Cardholder acknowledges that he/she has read and understood the Terms and Conditions stated herein and fully accepts to be bound thereby.

**32.** Tawarrouq charges will be added to the card account on a daily basis for the amount due but unpaid, after the due date, such Tawarrouq Charges will not be calculated if the due amount is paid on or before the due date.

**33. Card Maintenance:**

- a) The Cardholder undertakes to maintain the Card properly and keep it in a secure place to avoid loss or unauthorized usage. In case the Card is lost, stolen or used illegally etc., the Cardholder shall notify the Bank immediately without

delay by calling 800 124 4040 (Local) or 00966112994040 (International) or facsimile (Fax No.: 00966114601733) or notify any Visa Center of any foreign bank with subsequent written notification to Card Center. The Cardholder agrees not to disclose his/her PIN to any other party.

- b) The Bank shall not be liable for any transactions or entries passed over to the account and other expenses incurred in connection with Card usage during the period from the date the Card is lost, stolen, used illegally etc., to the date of proper written notification of occurrence to the Bank.
- c) Where the Card is lost / stolen and has been put to unauthorized use, the maximum liability of the Cardholder prior to the Cardholder reporting the Loss or Theft to Arab National Bank (ANB) shall be to the extent of the available credit limit or the amount of unauthorized transactions posted to the card account, whichever is lower.
- d) The Card must not be used for any unlawful purposes, which includes the purchase of goods or services that contravene with Sharia principles and/or are prohibited by the laws and regulations of the Kingdom of Saudi Arabia.

**34. FOR FERRARI Cards only:**

- All products and services provided by Ferrari are not guaranteed by the bank.

35. If the Card is issued against assignment of the Cardholder's monthly salary, the bank may not deduct more than 33.33% of the Cardholder's salary for active customers or 25% in the case of pensioners.
36. Provided the accountholder does not perform any deposit or withdrawal transaction, the status of current accounts with a credit balance and inactive savings accounts will be changed to "Dormant" in the following manner:
- a) Credit balance, an account, relationship or dealing for credit card shall be deemed "Active" if the last financial transaction (withdrawal or deposit dependent on the relationship nature) performed by the customer or his/her authorized agent over the account is not more than 24 Gregorian months old starting from the date of the last transaction posted by the customer.
  - b) Credit balance, an account, relationship or dealing for credit card shall be deemed "Dormant" if it completes a period of 24 Gregorian months from the date of the last financial transaction (withdrawal or deposit dependent on the relationship nature) performed by the customer or his/her authorized agent over the account as evidenced in a reliable and documented recording or written communication in relation to transactions.
  - c) Credit balance, an account, relationship or dealing for credit card shall be deemed "Unclaimed" if it completes a period of 5 Gregorian years (60 months) (including the Dormant Account stage) if the customer personally or his/her authorized agent does not perform a financial transaction (withdrawal or deposit dependent on the relationship nature) as evidenced in a reliable and documented recording or written communication, the bank could not locate the customer and has exhausted all possible communications means to reach him/her.
  - d) Credit balance, the account, relationship or dealing for credit card will be deemed abandoned and the accountholder ending the relationship with the bank if it remains Unclaimed for 10 Gregorian years (i.e. 15 Gregorian years in total from the date of the last financial transaction).
37. The Bank's prevailing exchange rate on the transaction posting date (charge date) will be used for currency conversion between the transaction currency and the card account currency and is subject to fees.
38. If the card's credit limit is exceeded, the excess amount will be due immediately and the Bank will have the right to stop the card and will not be reactivated until the excess amount is settled. In case the exceeded amount is not settled the Bank has the right to cancel the Card.
39. The Cardholder consents to the Bank passing any information contained in the application form relating to Al Mubarak Plus Credit Card facility and any supporting documentation which may subsequently be provided or any other information or documents relating to the history and conduct of Al Mubarak Plus Credit Card account to any actual or potential assignee or any other concerned or contracted parties.
40. Arab National Bank offers consumer credit advisory service. To benefit from this service please call 920001824
41. The Bank shall exonerate the cardholder from all due amounts in case of death or total disability leading to permanent absence from work which results in salary discontinuation within a period not to exceed 30 days from the date related documents are received, and any excess amount deducted as of the date of death or total disability will be refunded, provided exoneration is restricted to installments that fall due and payable post the date of death or the date total disability is proven, but excluding cases of death or total disability due to the cardholder's deliberate self-inflicted injury or attempted suicide, whether sane or insane at the time of the occurrence, and/or natural disasters or decisions of the court or competent judicial authority under prevailing laws, rules and regulations of the Kingdom of Saudi Arabia, and/or consumption of alcohol, drugs or illegal medicines or substances, and/or taking part in, practicing or training on any hazardous sport or competition such as participation in horse or car racing events, and/or death or injury attributed to the work nature, and/or death or total disability due to, resulting from or aggravated by nuclear weapons, nuclear radiation or radioactive pollution from any nuclear fuel or waste resulting from combustion of nuclear fuel, war, invasion, acts of a foreign enemy or war-like activities or hostilities, excluding customers of the military sector, and/or acts of sabotage and terror committed by a person or persons acting individually, on behalf of or in connection with any terrorist organization.
42. The Card will be issued free of charge to members of Al Arabi Platinum and Al Arabi Gold Schemes; however, the Bank reserves the right to reinstate and recover the Card annual fees if the Cardholder's account no longer qualifies for Al Arabi Gold status, provided the Cardholder is notified 30 business days in advance of implementation.

### **Additional Campaign Terms and Condition**

The bank has the right to reverse the credit card annual fees, provided the cardholder uses the card before the issuance of the 3rd billing cycle with minimum amount of SR 1,000. This waiver continues to operate annually thereafter on the same condition; however, the bank reserves the right to change the minimum utilization limit from time to time provided the cardholder is notified of any change 30 business days in advance of implementation.