



# BIBD CREDIT CARD

## Terms and Conditions



## BIBD CREDIT CARD TERMS AND CONDITIONS

The terms and conditions (“Terms”) herein shall apply to all Credit Cards issued by Bank Islam Brunei Darussalam Berhad (“BIBD Cards”). Upon activation of the Card, the Cardholder is deemed to have accepted and agreed to be bound by the Terms stated herein:

### 1. Definition

#### 1.1 In these Terms:

“Administration Fee” means the monthly amount calculated at a rate as prescribed by the Bank commencing from the Due Date until any outstanding amount from the transaction has been paid off;

“Al-Wakalah Bil Ujah” means the Bank acting on behalf of the Cardholder to administer the Cardholder's payment to the Merchant via the Card Scheme Provider (“Card Scheme”) for the use of the Card Scheme's trademark and managing the Card Account with an imposed fee;

“Authority” means Brunei Darussalam Central Bank (BDCB);

“ATM” means the Automated Teller Machine (ATM) or any card-operated machine which accepts the Card including but not limited to machines belonging to the Bank or to the Card Scheme's ATM network;

“Bank” means Bank Islam Brunei Darussalam Berhad, its subsidiaries, its successors and permitted assigns;

“BIBD NEXGEN Wallet” means the Mobile Internet Banking system which enables the Customer to communicate with BIBD through any electronic medium or form of telecommunications;

“BIBD NEXGEN Online” means the Retail Internet Banking System which enables the Customer to effect transactions online through any electronic medium of payment accepted by the Bank;

“Card” means any/all types of BIBD Mastercard Card and BIBD Visa Card issued by the Bank pursuant to these Terms including a Card issued by the Bank by special arrangement with an association, club or any legal entity and any renewal or replacement thereof, and subject to Clause 12, includes a Supplementary Card;

“Card Account” means the account opened and maintained with the Bank in relation to the Card in the name of the Primary Cardholder in accordance with these Terms;

“Cash Advance Withdrawal” means any cash withdrawal from the Card Account within the limit set by the Bank in any currency, in cash or other form of payment, obtained by the use of the Card at ATMs, the Bank, or other participating bank or financial institutions;

“Card Hijrah Scheme or Balance Transfer” means the settlement of the outstanding balance of your Credit Limit on your credit cards held with other Banks upon the issuance of the Card;

“Card Limit” means the maximum credit limit permitted under the Card Account as notified by the Bank to the Primary Cardholder from time to time;

“Card Scheme” means Mastercard International or Mastercard Worldwide and Visa Incorporated, better known as Mastercard and Visa respectively;

“Card Transaction” means any payment or Cash Advance Withdrawal made or any amount charged for any goods and/or services through or from the use of the Card or the PIN or in any other form, including but not limited to mail, telephone or reservations, regardless of whether a sales draft or cash advance/disbursement or other voucher or form is signed by the Cardholder;

“Cardholder” means the person to whom a Card is issued and includes the Supplementary Cardholder;

“Cardholder Not Present Transaction or Card Not Present” means a transaction which is made without the physical presence of a Merchant. The transaction can be made over the telephone or online/ internet;

“Cash/Money Transfer” means any non-physical Cash Advance Withdrawal and/or direct cash/money transferred or remitted from the use of the Card within the limits prescribed by the Bank in any currency or other form of payment obtained with the use of the Card made available by any online/ website;

“Combined Limit” means the aggregate Card Limit of all the Card Accounts held by the Cardholder including the Supplementary Cardholder;

“Communication” means any form of notice or correspondence issued by the Bank including but not limited to statements, requests, reminders, telephone calls, electronic or digital communication e-mail, chat through the BIBD NEXGEN Wallet, short message services (“SMS”) provided by telecommunications providers to the Cardholder;

“Contactless Card” means a Card which comes with contactless payment features and bearing a distinctive contactless mark on the face of the Card. Also known as Mastercard Contactless or Visa payWave, the Card has an embedded chip, which contains a tiny antenna which securely transmits payment instructions to and from a secure Contactless Reader;

“Contactless Reader” means a terminal at which the Contactless Card may be used to execute Card Transactions, either by waving or tapping the Contactless Card against such reader without requiring any signature, PIN or other authentication on the Cardholder’s part;

“Contactless Transaction” means a transaction made for the purchase/acquisition of any goods and/or services with a Contactless Card;

“Due Date” refers to the date on which payment is to be made in respect of the outstanding payment or Minimum Payment which must be made by the Cardholder within 25 days from the date of the Statement;

“Event of Default” means any of the events specified in Clause 18 of the Terms;

“Ibra” means ‘rebate’ as specified in Clause 10.3 of the Terms;

“Indebtedness” means the total sum of the Cardholder's liability payable to the Bank in respect of or in connection with the Card Account and/or these Terms including but not limited to all Card Transactions, fees, charges and expenses (including legal costs) whether actual or contingent at any given time;

“Merchant” means any retailer or establishment with the exception of Shariah non-compliant business, which accepts BIBD Cards as a medium of payment for the purchase of their goods and/or services and such payment shall be charged to the Card Account;

“Merchant Category Code (MCC)” means the four-digit identifier that describes the activities the business engaged in, including brief description on the products and services provided;

“Minimum Payment” means the amount determined in accordance with Clause 7.7;

“New Balance” means the amount outstanding on a Card Account according to the Bank’s records on the date of issuance of the Statement;

“One-Time Password (OTP)” means a unique password to be used only once. This is an added security feature whereby the OTP will be sent by way of Short Message Service (“SMS”) to the Cardholder’s mobile phone number registered with the Bank;

“Payment Due Date” means the date specified in the Statement for payment of the New Balance or any thereof including the Minimum Payment;

“Personal Identification Number (PIN)” means a number code assigned by the Bank or determined by the Cardholder to enable the Cardholder to avail of certain services related to the usage of the Card. The PIN is strictly confidential and should not be disclosed to any person under any circumstance or written down, failing any unauthorised usage will be borne by the Cardholder;

“Primary Cardholder” means the person in whose name the Card Account is issued and at whose request, a Supplementary Card has been issued by the Bank to a Supplementary Cardholder;

“Separate Limit” means the individual Card Limit from each Card Account held by the Cardholder which requires the Cardholder providing the Bank with a security lien for the requested additional limit;

“Spending Limit” means the maximum amount which the Cardholder may spend using their Card in any given day, such amount to be prescribed by the Bank from time to time and subject to the available balance in the Card Account;

“Statement” means the monthly statement issued by the Bank for the Card Account either by way of post to the Cardholder at the address provided by the Cardholder at the time of application or by way of e-statement which the Cardholder may avail of vide the Bank’s internet banking services known as BIBD NEXGEN Online;

“Supplementary Card” means a Card issued to a Supplementary Cardholder;

“Supplementary Cardholder” means the person to whom a Supplementary Card is issued by the Bank;

“Terms” means the terms and conditions stated herein which govern the agreement between the Bank and the Cardholder pertaining to the issuance and use of the Card and as may be amended and as shall be notified to the Cardholder from time to time; and

“Validity Period” means the period for which the Card is valid as determined by the Bank. The Bank may, at its sole discretion, extend or shorten the validity period of the Card.

1.2 Words referring to the singular number shall include the plural number and vice versa.

1.3 Words referring to the masculine gender also refer to the feminine and neuter genders.

1.4 Reference to a person includes reference to a sole-proprietorship, partnership, firm company, corporation or other entity.

1.5 Reference to a Clause is to a clause of these Terms.

1.6 The headings to the Clauses are for reference only and shall not be taken into consideration in the interpretation or construction of these Terms.

## **2. Issuance, Collection and Activation of the Card**

2.1 The Card may be issued upon the Cardholder meeting the pre-requisite requirements as may be determined by the Bank and/or regulatory authorities.

2.2 Successful issuance of the Card must be maintained for at least six (6) months of its issuance.

2.3 The Card may only be made available to individuals aged 21 years and above for Primary Cardholders and aged 18 years and above for Supplementary Cardholders.

2.4 The Cardholder may collect the Card personally or request the Bank to send the Card by post to the address provided by the Cardholder to the Bank, at the sole risk of the Cardholder. If the Cardholder requires the Card to be received via other means, then the Cardholder must contact the Bank for the arrangement to be made subject to the Bank’s sole discretion.

2.5 In the ordinary course, the Cardholder may receive the Card within 14 working days from the issuance of the Card. If the assigned address is an overseas address, Cardholder agrees to bear the courier expense and authorises the Bank to debit the Card Account incidental to the delivery without prior notice to the Cardholder.

2.6 The Cardholder agrees to release the Bank from any claims, actions or proceedings for any loss or damages that the Cardholder may incur or suffer should the Cardholder fails to receive the Card.

2.7 The Card must be collected within thirty (30) days from the date the Cardholder is notified. Failing which, the Card will be cancelled and if re-issuance of the Card is required, the Cardholder shall be subject to the prescribed fee in the Bank’s Schedule of Tariffs.

- 2.8 Without prejudice to the provisions of these Terms, the Bank reserves the right not to act on the authority of the Cardholder to release the Card to another person if it is of the opinion that in releasing the Card the Bank and/or the Cardholder may incur, sustain or suffer any loss or damages.
- 2.9 Upon receipt of the Card, the Cardholder must sign on the Card immediately. All facilities made available by the Bank to the Cardholder in respect of the Card and the Card Account are subject to the terms and conditions herein.
- 2.10 The Cardholder acknowledges that in using the Card, the Cardholder is deemed to have authorised the transaction(s) and shall therefore be liable for payment of any/fees or charges charged to the Card Account.
- 2.11 The Cardholder may activate the Card by calling our BIBD Contact Centre at 2238181 or BIBD PERDANA Contact Centre at 2236688 (for BIBD PERDANA customers only).

### 3. Restrictions on the use of the Card

- 3.1 The Cardholder hereby acknowledges and agrees that the use of the Card is restricted to activities or transactions which are not contrary to Shariah principles. The Cardholder further acknowledges and agrees that the Card cannot be used to facilitate payment in respect of activities, goods and/or services prohibited by Shariah principles.
- 3.2 The following Merchant Category Code below are categorised as Shariah non-compliant business:

<b>MCC</b>	<b>MCC Description</b>
5715	Alcoholic Beverage Wholesalers
5813	Drinking places (alcoholic beverages) – bars, taverns, night-clubs, cocktail lounges and discotheques
5921	Package shops – beer, wine and liquors
5967	Direct Marketing – Inbound Telemarketing merchants – Adult Chat
5973	Religious goods and shops
5993	Cigar shops and stands
7261	Funeral Services and crematoriums
7273	Dating and escort services
7800	State owned lottery (US region only)
7801	State owned licensed online Casino (US region only)
7802	State owned licensed horse/dog racing (US region only)
7995	Gambling Services
8661	Organizations, Religious
9406	State owned lottery (specific country)

The Cardholder acknowledges that the restricted items above are not exhaustive and may be added or varied from time to time.

- 3.3 The Cardholder acknowledges that the Card cannot be used as payment instrument to pay their monthly obligations to the Bank or its subsidiaries.
- 3.4 The Muslim Cardholder are not encouraged to purchase gold or silver using the Card to avoid from transacting with usury or "riba".
- 3.5 If the Bank discovers that the Cardholder is in violation of any of the items stated herein above, the Bank may at its sole discretion immediately suspend, cancel or terminate the Card without any prior notice to the Cardholder. Any indebtedness outstanding and any amount charged to the Card as at the date of termination under this clause will not be a defence for refusal of payment amount due and payable on the Card Account by the Cardholder.

### 4. The Card Account

- 4.1 The Bank shall open and maintain a Card Account in the name of the Cardholder and the Bank is duly authorised by the Cardholder to debit any Card Transaction to the Card Account.

- 4.2 The Cardholder shall not spend in excess of the Card Limit and where the Card Limit is exceeded, the Cardholder shall immediately cover the balance of such excess in addition to payment of any amounts or arrears and any sums relating to any unauthorised use of the Card in the manner prescribed in Clause 7.7 (b).
- 4.3 Notwithstanding Clause 4.1 hereinabove, the Cardholder authorises the Bank, in its sole discretion, to debit any account held with the Bank in the name of the Cardholder to recover any outstanding amount due to the Bank.
- 4.4 Any Card Transaction carried out in a currency other than a billing currency shall be converted into a billing currency (of BIBD's choice, in its sole discretion) on the date of debiting the Card Account. The exchange rate used by the Bank shall be in accordance with the Bank's market practice. The Bank is also authorised to charge an exchange commission and a bank commission for conversion of such currency into a billing currency.
- 4.5 Card Not Present Transaction include but not limited to transaction made over the telephone, email, mail or through online, and the Cardholders are solely responsible for the security of such transaction at all times.
- 4.6 For Card Not Present transactions, the following details shall be recorded:
- a) Card number and expiry date;
  - b) Name, address and telephone number of Cardholder;
  - c) The address to which the goods/services should be delivered; and
  - d) The time and date of the transaction charged.

The Cardholder agrees that by entering the above information is sufficient proof that the instruction was given for the use of the Card.

- 4.7 The Cardholder acknowledges that the Bank shall not be obliged to verify any/all transactions effected with the Card.
- 4.8 The Bank shall have the discretion to either authorise or reject for any reason whatsoever any Card Not Present Transaction payment to the Merchant.
- 4.9 The Card Account will be credited with a refund in respect of a Card Transaction only in the event the Bank received verification of the refund acceptable to the Bank in its sole discretion. In the event the Cardholder makes a claim against a third party in respect of a Card Transaction, such claim shall not be subject to an inter pleader, defence or counterclaim against the Bank.
- 4.10 The Cardholder shall not be entitled to assign or otherwise transfer any rights in the Card.
- 4.11 The Bank shall not be liable for any rejection / decline to honour the Card or for any consequences arising out of any/all Card Not Present Transaction by third-party made by the Cardholder.

## **5. Combined/Separate Limit**

- 5.1 The Cardholder hereby undertakes to observe the Card Limit and shall not cause the aggregate sum of the Cardholder's obligations to exceed the permitted combined limit under the Card Account at any time.
- 5.2 If the Cardholder requests for a Combined Limit, the Cardholder acknowledges and agrees that the Bank may, at its sole discretion, assign the Cardholder with a Combined Limit which is equal to or lower than the Cardholder's requested credit limit.
- 5.3 The Cardholder hereby agrees that the Bank has the sole discretion to restrict, limit or reduce the Cardholder's Card Limit at any time without notice to the Cardholder and without assigning any reason.
- 5.4 If upon the Bank's review, the Cardholder exceeds the revised credit limit for the Card Account, the Cardholder undertakes to immediately settle any/all amounts in excess of the Card Limit to the Bank. The Cardholder agrees that it shall be the Cardholder's sole responsibility to ensure that the Cardholder's Combined Limit is not exceeded.
- 5.5 The Cardholder hereby understands and agrees that if the Cardholder operates two or more Card Accounts, the Cardholder may, upon the Cardholder's request, be provided a Separate Limit for each Card Account to cover the use of each of the Cards held by the Cardholder and or the Supplementary Cardholder. The Cardholder hereby undertakes to use the collateral security assigned to one of the Card Accounts to settle any outstanding amounts in respect of the other Card Account.

5.6 Notwithstanding any of the Terms stipulated herein, the Cardholder hereby acknowledges and agrees that the Card limit shall be dependent on the Cardholder usage on each of the Card(s) and payment to the Card Account shall be effected separately by the Cardholder for all the cards with each having its separate bill and minimum payment.

5.7 In the event of default or non-payment of the Cardholder's obligations on one or more of the Cardholder's Card Accounts upon receipt of the Statement and/or such other written notices as the Bank may deem appropriate, the Cardholder shall make payment in full of all outstanding balances in the Card Account, and the Bank may at its sole discretion revoke the Cardholder's right to use all or any of the Cards. The Cardholder authorises the Bank to make direct deduction from any of the Cardholder's accounts to apply towards the Cardholder's indebtedness.

## **6. Card Hijrah Scheme (Balance Transfer)**

6.1 If, at the time of application, the Cardholder has existing Credit Card obligations with other local banks including the Bank and wishes to settle the balance of the Card(s) (collectively referred to as "Indebtedness"), the Cardholder may apply for a Card to settle the Cardholder's Indebtedness.

6.2 The Cardholder acknowledges that if the amount applied under the balance transfer is in excess of the Cardholder's entitlement, the Bank may at its sole discretion decline the application or grant a lesser amount to the Cardholder.

6.3 Cardholder agrees that once the application is approved by the Bank, the Cardholder cannot withdraw or cancel the application.

6.4 Upon approval of the Cardholder application, the settlement amount will be credited directly into the Card Account.

## **7. Payments/Statement**

7.1 The Cardholder's Statement will show the amount payable by the Cardholder on a monthly basis.

7.2 Statement can be obtained by the Cardholder via:

- a) BIBD NEXGEN Online; or
- b) Any BIBD Branch (subject to the prescribed fee in the Bank's Schedule of Tariffs).

7.3 The Cardholder is liable to pay the New Balance as shown in the Statement, which payment must be received by the Bank on or before the Payment Due Date. However, the Cardholder may elect to pay the Minimum Payment due as stated in the statement.

7.4 Payments owing to the Bank of any sums shall be deemed not to have been made until such time the payments have been received and confirmed by the Bank.

7.5 If the Bank does not receive full payment of the New Balance as shown in the Statement on or before the Payment Due Date, the Bank is entitled to impose an Administration Fee and debit to the Card Account all charges and fee calculated in accordance with Clause 10.

7.6 Any cheque payment made shall be accepted for collection only and the proceeds shall not be available until the cheque has been cleared and proceeds paid to the Bank by the paying Bank.

7.7 The Minimum Payment due on a Statement is calculated as follows:

- a) 8% of Outstanding Balance or B\$40, whichever is higher; or
- b) If the Outstanding Balance exceed the Card Limit, 8% of the Outstanding Balance plus the amount in excess over the Card Limit.

7.8 For Cardholders who receive their salaries on a semi-monthly basis, the minimum payment will be split into 2 amounts which shall be deducted twice monthly.

7.9 The Cardholder acknowledges that the prescribed Minimum Payment is subject to regulatory changes as determined by the Authority from time to time.

7.10 Without prejudice to any other right or remedy which the Bank may have, the Bank reserves its right to immediately suspend the Cardholder's use of the Card until the Cardholder has paid the Minimum Payment due.

7.11 Notwithstanding and without prejudice to the other Terms, the Cardholder must immediately pay the indebtedness in full upon the Bank's demand.

7.12 All payments to be paid by the Cardholder are to be made in Brunei Darussalam Dollars (“BND”). If any payment is received or recovered by the Bank (as the case may be) in a currency other than BND, the Bank will convert it at such time and rate of exchange as the Bank may adopt in accordance with the Bank’s market practice and the Cardholder must fully indemnify the Bank against all exchange risks, losses and charges sustained or incurred by the Bank as a result of such conversion.

7.13 All payments provided by these Terms to be paid by the Cardholder must be made in full without any deduction or withholding (whether in respect of set-off, counterclaim, duties, taxes, or otherwise) unless such deduction or withholding is required by law. If any deduction or withholding is required by law, the Cardholder must immediately pay the Bank the additional amount so that the net amount received and retained by the Bank equals to what the Bank would have received and retained had no such deduction or withholding been made.

7.14 The Bank may only credit the Cardholder’s Accounts with a refund in respect of:

- a) any excess payment made to the Card Account; or
- b) any other credit due to the Cardholder which is deemed refundable by the Bank.

If the Cardholder requires the payment or any other credit due to be refunded, Cardholder must contact the Bank in which the Bank may in its sole discretion accept or otherwise without assigning any reason thereto.

7.15 All the records and entries in the Statement shall be deemed to be correct and binding on the Cardholder unless the Cardholder inform the Bank in writing of any discrepancy in the Statement within fourteen (14) days from the date of the Statement. All complaints/disputes received by the Bank after such period will not be entertained. The contents of such Statement shall be conclusive evidence of the Cardholder’s liability to the Bank of the amount stated herein.

## **8. Cash Advance Withdrawal**

8.1 The Cardholder may use his Card to obtain cash within the Cash Advance Withdrawal limit as determined by the Bank from time to time. Each Cash Advance Withdrawal from an ATM or the Bank’s counters shall be subject to the availability of the Cardholder’s balance in the Cardholder’s Card Account at the time of withdrawal. For Cash Advance Withdrawal from ATM or made at the Bank counters at any of the Bank’s branches shall be subject to the prescribed fee in the Bank’s Schedule of Tariffs.

8.2 The Bank shall be at liberty to vary the minimum and maximum Cash Advance Withdrawal limit from time to time as the Bank deems fit.

## **9. Contactless Transaction**

9.1 The Cardholder may use their Card to effect Contactless Transactions by waving or tapping the Card against a Contactless Reader without requiring any signature or entering of any PIN.

9.2 The Cardholder acknowledges that the Spending Limit for a Contactless Transaction may differ from one country to another.

9.3 The Cardholder shall be wholly liable for all Contactless Transactions made using the Card.

## **10. Fees**

10.1 The Cardholder acknowledges that the Bank is entitled to impose a monthly Administration Fee for the Wakalah Services it offers to the Cardholder.

10.2 The Administration Fee shall be fixed and calculated at the rate applied to the Card Limit and prescribed by the Bank.

10.3 The Bank may at any time or from time to time, grant the Cardholder a discretionary Ibra’ on the Administration Fee charged based on the criteria set by the Bank including but not limited to the payment pattern and the utilization of the Card Limit. For avoidance of doubt, Ibra’ shall only be offered to retail transactions including online transactions and will exclude Cash Advance Withdrawals and/or any unpaid Administration Fee.

Furthermore, the Bank is entitled to charge and debit to the Card Account fees which shall include but not limited to:

- a) An Annual Fee as prescribed by the Bank for the issuance and renewal of the Card; and
- b) A Handling Fee for any cheque or payment order tendered in payment to the Bank which has not honoured for any reasons and/or for any Card transactions in excess of the Cardholder’s prescribed credit limit; and



- c) A Replacement Fee for the replacement of the Card or PIN;
- d) A Statement and Draft Fee for the Bank's provision, supply or copying of any records, statements, sales drafts, credit vouchers or other documents relating to the use of the Card at the Cardholder's request; and
- e) A Dispute Handling Fee for any dispute request received by the Bank where the Cardholder disputes the validity of the transaction;
- f) Cash Advance Withdrawal Fee made at ATMs and fees in relation to the cash/money transfer made online; and
- g) Any fees in connection with the issuance of a Supplementary Card/Cards.

10.5 Administration Fee and all Card Account fees are non-refundable and The Bank at its sole discretion may reverse the partial or full amount.

#### **11. Administration Fee**

11.1 The Bank shall be at liberty to vary the Administration Fee or any other fees charged by giving the Cardholder at least one month notice of such variation in Fees through any mode of communication deemed appropriate by the Bank at its sole discretion.

11.2 The Cardholder may obtain information on the Bank's Schedule of Tariffs from the Bank's website at [www.bibd.com.bn](http://www.bibd.com.bn).

#### **12. Supplementary Card**

12.1 At the request of the Primary Cardholder, the Bank may issue at its absolute discretion a Supplementary Card to a person who is over 18 years of age and above, nominated by the Primary Cardholder as a Supplementary Cardholder. The Supplementary Card, the PIN, the Statement and all communication will be sent or given in accordance with these Terms to the Primary Cardholder.

12.2 The Supplementary Cardholder will also be bound by these Terms.

12.3 If Supplementary Cards are issued, the Primary Cardholder and the Supplementary Cardholder shall be jointly and severally liable for all charges and/or for the aggregate Indebtedness incurred against either the Primary Cardholder Card Account or the Supplementary Cardholder Card Account or both.

12.4 All undertakings, liabilities and obligations of the Primary Cardholder and the Supplementary Cardholder are not to be prejudiced or affected in any way by any dispute or counterclaim of right set-off which the Primary Cardholder and the Supplementary Cardholder may have against each other.

12.5 The Card Limit for the Card Account is the combined limit applicable to the Primary Cardholder and Supplementary Cardholder collectively. The Primary Cardholder and the Supplementary Cardholder must not allow the Indebtedness incurred under or through their respective Card to exceed the Card Limit as the case may be.

12.6 Without prejudice to the other terms and conditions, the Primary Cardholder hereby agrees and/or undertakes to make all payments incidental to the use of the Card. The Bank is at liberty to apply all or any payments received for any indebtedness incurred by the Primary and by the Supplementary Cardholder in such other manner as the Bank in its absolute discretion deems fit and expedient.

12.7 The Primary Cardholder authorises the Bank to disclose, in the Bank's absolute discretion, particulars of the Card Account to the Supplementary Cardholder and/or to such other person as the Bank may deem fit to make such disclosure in course of enforcing the Bank's rights under these Terms.

12.8 The Primary Cardholder may at any time request in writing that the Bank terminate any Supplementary Cardholder's use of the Supplementary Card.

12.9 The respective obligations and liabilities of the Primary Cardholder and the Supplementary Cardholder under these Terms will continue notwithstanding the termination of the use of such Supplementary Card.

12.10 All communications, given in accordance with Clause 23.5 and 23.6 to the Primary Cardholder or the Supplementary Cardholder are deemed to be sent or given to both. The Primary Cardholder and each Supplementary Cardholder agree to be bound by all instructions and requests made in either written or oral form from either the Primary Cardholder or any Supplementary Cardholder to the Bank.

12.11 Without prejudice to the other Terms herein, the Primary Cardholder agrees to indemnify the Bank against all costs, fees and expenses which the Bank may incur arising from or in connection with all claims, demands, legal proceedings or actions by the Bank against any Supplementary Cardholder.

### **13. PIN**

13.1 The PIN may be collected by the Cardholder personally or sent by post to the Cardholder upon the Cardholder's request at the sole risk of the Cardholder.

13.2 For Cards which are automatically renewed, the PIN will remain unchanged. Cardholder may change the PIN for the renewed Card by going to any of the BIBD ATMs.

13.3 A new PIN will be issued for any Card Replacement and the same applies for any request of reissuance of PIN.

13.4 The Cardholder shall not disclose and shall take all necessary measures to prevent the PIN from becoming known to any other person. The Cardholder hereby undertakes to indemnify the Bank from all claims arising from such fraudulent/unauthorised use of the Card.

### **14. OTP**

14.1 The Cardholder acknowledges, that the OTP will be sent to the Cardholder's mobile phone number registered with the Bank. It is the Cardholder's responsibility to notify the Bank of any change in the Cardholder's mobile number. The Bank will not be liable for any losses incurred by the Cardholder for the failure in notifying the Bank of such.

14.2 The Cardholder further acknowledges that for any OTP entered correctly, the transaction shall be considered authorised and authenticated by the Cardholder.

14.3 For any instructions via OTP by the Cardholder, the Bank shall not be liable for acting upon such instructions in good faith and the Cardholder shall not be allowed to revoke them even if there was error, fraud, forgery, lack of clarity or misunderstanding in respect of such instructions unless due to the Bank's gross negligence or wilful default.

14.4 The Cardholder shall not disclose and shall take all necessary measures to prevent the OTP from becoming known to any other person. The Cardholder hereby undertakes to indemnify the Bank from all claims arising from such fraudulent/unauthorised use of the Card.

14.5 The Cardholder acknowledges that the time it takes and the charges incurred by the Cardholder in relation to the OTP received by way of SMS will rely on the mobile phone service provider. The Cardholder will not hold the Bank liable for any charges or losses incurred as a result of the delay or non-receipt of OTP through SMS.

### **15. Takaful Coverage**

15.1 The Cardholder will be provided with Takaful coverage by a Takaful Provider authorised by the Bank. The Cardholder acknowledges that in availing of the Takaful coverage, the Cardholder will be subjected to the Takaful Provider's terms and conditions governing such coverage.

15.2 The Cardholder acknowledges that the Bank will not be obliged or responsible for offering any form of assistance in settling any disputes in connection with the Takaful Coverage. All disputes shall be resolved between the Cardholder and the Takaful Provider with no recourse to the Bank.

15.3 The Cardholder agrees that the Cardholder shall deal with the Takaful Provider directly for settlement of any disputes/claims.

### **16. Lost/Theft of Card/Disclosure of PIN**

16.1 The Cardholder must at all times take all reasonable precautions to keep the Card in a safe place and must exercise care and diligence to ensure the safety of the Card and that the PIN is not disclosed to any person.

16.2 In the event that the card is lost, stolen or the PIN is disclosed to any other party, the Cardholder shall:

a) For local:

i) Immediately inform our BIBD Contact Centre at 2238181 or BIBD PERDANA Contact Centre at 2236688 (for BIBD PERDANA customers only).

ii) Provide the Bank with all the necessary information/documents requested by the Bank.

b) For Overseas:

- i) Immediately notify the Bank and/or the Card Scheme to block or deactivate the Cardholder's Card.
- ii) The Bank may, at its sole discretion and depending on the Cardholder's location at the time of such incident issue an emergency replacement card and/or provide Cardholder with an emergency cash advance.

16.3 The Bank will not be liable for any transaction before receiving notification from the Cardholder of the said loss, theft or disclosure and the Cardholder shall remain fully liable to the Bank for any/all transactions to the Card Account.

16.4 The Cardholder shall be liable for any/all unauthorised Card Transactions incurred effected from any/all unauthorised use of the Card:

- a) Until and unless the Bank is notified in writing of such unauthorised usage and/or;
- b) If pursuant to an investigation made by the Bank or the Police, it is discovered that the Cardholder's act attributed to the use of the Card by an unauthorised person.

16.5 Upon the Cardholder's request for an emergency replacement card or emergency cash advance, the Cardholder shall provide the Bank or Card Scheme with the accurate information needed to ensure that the Bank is able, to its reasonable endeavours, to deliver the emergency replacement card or provide the emergency cash advance to the Cardholder in the expected time, date and venue of collection. The Cardholder acknowledges that the delivery of the emergency replacement card depends on the location of delivery and some restrictions might impact the delivery time frame.

The Bank and Card Scheme shall not be held liable for any delay in the Cardholder's receipt of the emergency replacement card and/or emergency cash advance as a result of Cardholder's failure to comply with Clause 16.5 hereinabove.

The Bank shall not be liable in any way for any delay however caused in the dispatch of the emergency replacement card and/or emergency cash advance to the Cardholder.

In the event the Bank suspects that there are irregular activities with the usage of the Card, the Bank may contact the Cardholder to inform them about the probable fraudulent risk that could arise from the usage of the Card and shall seek consent to block the Card from further usage. If the Cardholder chooses not to block the Card or is not contactable by the Bank, the Bank shall not be liable or responsible for any fraudulent transactions in relation to the usage of the Card.

The Bank may, in its absolute discretion, issue a replacement card or new PIN upon such Terms as the Bank may deem fit, and the Bank reserves the right to charge a Replacement Fee as specified in Clause 10.4 (c) hereof.

## 17. Termination

17.1 Without prejudice to any of the Bank's other rights contained in these Terms, the Bank is entitled in its absolute discretion to terminate the Card Account or the use of any Card at any time or any Card-related services at any time, without any liability to the Cardholder and without giving any reason or notice thereof.

17.2 The Cardholder may terminate the Card Account by providing the Bank with the required and completed particulars in written form and paying the Indebtedness in full. Thereupon the Card Account and the Card will be terminated.

17.3 Upon termination of the Card by the Bank for any reason, all payment of the Indebtedness will immediately become due and payable and the Cardholder shall upon demand by the Bank promptly make full settlement of all Indebtedness including all prior Card Transactions made but not yet debited to the Card Account. Failing which, the Bank is at liberty to institute legal action to recover any/all amounts outstanding to the Bank.

17.4 The Cardholder's obligations as set herein will continue notwithstanding the termination of the Card Account for any reason.

## 18. Events of Default

18.1 Without prejudice to the generality of the foregoing, the Bank may terminate the Card Account or the use of any Card upon the occurrence of any one or more of the following events:

- a) If the Cardholder fails, refuses and/or neglects to pay the Minimum Payment and/or Outstanding Balance as stated in the Statement;
- b) If the Card Account is terminated by the Bank in accordance with Clause 17;
- c) If any legal and bankruptcy proceedings are instituted against the Cardholder;

- d) If the whereabouts of the Cardholder cannot be traced or located and the Cardholder cannot be contacted by the Bank;
- e) If the Cardholder is under a Receivership or a Trustee is appointed to manage the Cardholder's assets or property;
- f) In the event of the Cardholder's or Primary Cardholder's death or the Cardholder's medical incapacity;
- g) If, in the Bank's opinion, the Cardholder has failed to comply with and/or is in breach of any of his/her obligations under these Terms; or
- h) If the Cardholder withdraws or uses the security lien assigned to any of the Card Accounts and is unable to provide the Bank with sufficient security in replacement of the same.

18.2 In the event of default, the Bank reserves the right to institute legal proceedings against the Cardholder to recover the Indebtedness owing to the Bank and the Cardholder shall be liable for payment of all legal costs and expenses incurred by the Bank in the recovery process including the client-solicitor fees on a full indemnity basis.

## 19. Exemption and Exclusion

- 19.1 The Bank shall not under any circumstances be responsible or be liable in any way and the Cardholder will have no claims against the Bank for damages, suffered or loss incurred by the Cardholder including loss of reputation or embarrassment:
- a) With regards to any implications arising from:
    - i) Any suspension or restriction imposed by the Bank on the use of Card by the Cardholder;
    - ii) Any refusal or cancellation on the part of the Bank to renew the Card;
    - iii) Any retention of the Card or refusal by any Merchant, financial institution or third party for any reason to honour the Card;
    - iv) Withdrawal, variation, amendments or restriction of all or any of the benefits and privileges given to the Cardholder under the Card and/or Card Account.
  - b) As a result of any act, error or omission on the part of the Merchant however caused;
  - c) The Bank being unable to perform any of its obligations under the Terms herein as a direct/indirect result of any Card Transaction (including emergency cash advance/disbursement) made and the utilization of any facilities in connection with the Card and/or Card Account;
  - d) Due to defect or deficiency in the quality of the goods and/or services purchases or supplied rendered by the Merchant in relation to the Card Account; and/or
  - e) As a result of any technical/operational malfunctions of the Card, ATM, payment terminal or payment website.
- 19.2 All disputes, complaints and claims with regards to any goods or services offered by the Merchant shall be resolved with the Merchant directly. The Cardholder agrees not to hold the Bank liable or to seek any assistance from the Bank to resolve such claims and/or disputes. The Cardholder acknowledges that such claims/disputes shall not relieve the Cardholder from the Cardholder's obligations to pay the amount due and payable on the Card Account to the Bank.
- 19.3 The Cardholder acknowledges that any/all costs and claims incidental to the presentment and dispute shall be borne by the Cardholder solely.
- 19.4 A Cardholder holding a Card which provides Global Emergency Services will not hold the Bank liable if upon receiving instructions from the Cardholder together with the Cardholder's PIN and such other verification, the Bank is unable to give immediate effect to any request of emergency cash advance, emergency replacement card, or/and any other facilities offered by the Bank.
- 19.5 The Cardholder may be entitled to apply for certain products and services offered by the Card Scheme and/or the Bank from time to time. The Cardholder agrees not to hold the Bank and the Card Scheme liable for any loss or damage suffered by the Cardholder arising directly or indirectly (including special, incidental or consequential loss or damage) from the Cardholder's use of the said products and services in connection with the said products and services or the respective third-party service providers, howsoever arising.
- 19.6 Without prejudice to the other terms and conditions, the Bank shall not be liable for any losses, damages, costs and expenses suffered or incurred by the Cardholder in connection with the Card Account.

## **20. Variation in Terms**

- 20.1 The Bank may at its sole discretion amend, vary or modify these terms at any time by giving the Cardholder 5 business days prior notice in any form or manner the Bank reasonably deems fit.
- 20.2 If the Cardholder does not accept the changes to the Terms, the Cardholder may terminate his Card Account in accordance with Clause 17.
- 20.3 If the Cardholder retains or uses the Card or the PIN after the Bank has given the Cardholder notice of any changes to these Terms, the Cardholder shall be deemed to have accepted and agreed to such changes.

## **21. Disclosure of Information**

- 21.1 The Cardholder acknowledges that the Bank may from time to time be obliged or legally compelled to report/disclose certain transactions/information to the relevant authorities and/or bodies. The Cardholder authorises the Bank to furnish the authorities with the information requested without further notice to the Cardholder.
- 21.2 The Cardholder consents to the Bank, at any time and without notice to the Cardholder, disclosing any information pertaining to the Card Account to any party but not limited to its subsidiaries, affiliates, its successors in title and its permitted assigns for any purpose which the Bank shall solely deem fit/necessary.

## **22. Right of Set-Off/Combination**

- 22.1 The Cardholder hereby authorises the Bank at its absolute discretion, to combine, set-off or consolidate any/ all the Indebtedness outstanding on the Card Account(s) with such other accounts and set-off or transfer any monies standing to the credit of such other accounts in or towards the full or partial discharges of the Indebtedness at any time and without notice in any way to the Cardholder.
- 22.2 The Cardholder hereby acknowledges that the above Clause 22.1 applies to such other accounts whether such other accounts are held by the Cardholder alone or jointly with others and irrespective of the type/nature of the account.

## **23. General**

- 23.1 The Cardholder acknowledges that if the Cardholder chooses to close the Card at any time prior to the expiry of its validity period, the Cardholder will not be refunded with the Annual Fee paid and any outstanding fees which must be paid-off prior to the closure of the Card.
- 23.2 The Card remains the Bank's property at all times. At the Bank's request made at any time in its absolute discretion, the Cardholder must immediately surrender to the Bank.
- 23.3 The Bank's records (including computer and microfilm stored records) of all matters relating to the Card, Card Account and any certificate signed by any of the Bank's officers stating the Indebtedness due and payable to the Bank as at any specified date shall be conclusive save for manifest error and the Bank may, in its absolute direction, destroy any document relating to the Card Account after microfilming the same.
- 23.4 All statements, notices, demands or other communication under these Terms may be left at the Cardholder's last known address on the Bank's record; and/or sent by ordinary post to the Cardholder's last known address on the Bank's record and/or published in such manner as the Bank may select.
- 23.5 The Cardholder must ensure that the contact details provided to the Bank are accurate to ensure that the Card is received by the Cardholder. The Bank will not be held liable for any consequences and/or claims arising from the Cardholder's failure to do so.
- 23.6 All communications are deemed to have been effectively served on the Cardholder in the following instances:
- a) The date and time the SMS are successfully sent to the Cardholder (Push);
  - b) For publications, on the date of publication;
  - c) Five (5) days following the date of posting is sent by post; and
  - d) Delivery by hand.
- 23.7 The Cardholder authorises the Bank to act on any/all instructions it receives from the Cardholder by way of telephone or other means of electronic or telecommunications and agrees to keep the Bank indemnified from any claims, actions and or proceedings arising thereof if the Bank had acted in good faith in effectuating such instructions.
- 23.8 Upon cancellation or expiry of the Card or upon closure of the Card Account, the Card shall be deemed void.
- 23.9 There will be no refund of any fees if the Bank cancels, terminates or suspends the Cardholder's right to use the Card.

- 23.10 The Bank may serve any Writ of Summons or legal process or document requiring personal service in respect of any action or legal proceedings under these terms and conditions on the Cardholder by leaving it at the Cardholder's last known address (whether within or outside Brunei Darussalam) on the Bank's records. Service of such legal process or documents is deemed to have been duly served on the Cardholder on the date of delivery by hand; and if by post, within 5 days of posting. Service of such legal process is deemed to be good and effectual service of such legal process on the Cardholder and nothing in these Terms shall affect the Bank's right to serve legal process in any other manner permitted by law.
- 23.11 Unless otherwise stated in these Terms, all communications, requests and instructions from the Cardholder must be in writing and in accordance with the Bank's prescribed procedure then prevailing.
- 23.12 Notwithstanding any of the provisions of these Terms, the Cardholder shall fully indemnify and hold the Bank harmless against any/all claims, demands, actions and proceedings which may be made against the Bank and all damage, liability, costs and expense (including legal costs on a full indemnity basis) which the Bank may incur, sustain or suffer, directly or indirectly, due to any breach in the Cardholder's obligations and/or in enforcing any of the Terms herein including the Bank's right to enforce its right over any security pledged by the Cardholder in relation to the Card in the event of default.
- 23.13 The Bank reserves the right, at any time, in its absolute discretion and without notice and without giving any reason, to introduce, amend, vary, restrict or withdraw all or any benefits, facilities and privileges in respect of or in connection with the Card Account, whether specifically relating to the Cardholder or generally to all or specific Cardholders.
- 23.14 Notwithstanding anything in these Terms, the Bank's rights under these Terms shall continue to remain in full force and effect and shall survive any cancellation, revocation or suspension of the Card or the Card Account of the Bank.
- 23.15 The Cardholders acknowledges and agrees that the Bank shall not be liable to the Cardholder save for instances where acts of gross misconduct or negligence are established on the Bank's part.
- 23.16 The Bank is authorised to act on any instructions it receives from the Cardholder by way of telephone or other means of telecommunication and the Cardholder agrees that the Bank is authorized to act on such instructions which the Bank in its sole discretion believes to have emanated from the Cardholder.
- 23.17 The Cardholder is not entitled to assign all or any part of the Cardholder's rights, interests and obligations under these Terms to any other person. The Bank however may assign, or transfer any or all of its rights, Cardholder's indebtedness and obligations under these Terms.
- 23.18 If any one or more of the provisions of these Terms or any part thereof is illegal, invalid or unenforceable under any applicable law in any jurisdiction, it will not affect the legality, validity or enforceability of the remainder of these Terms in such jurisdiction.
- 23.19 The remedies under these Terms are cumulative and are not exclusive of the remedies provided by law.
- 23.20 Time, whenever mentioned in these Terms, shall be of the essence.
- 23.21 The Bank's failure or delay to exercise its rights and remedies under these Terms is not deemed to be a waiver or partial waiver thereof by the Bank, no waiver by the Bank of any breach of these terms and conditions on the Cardholder's part will be considered as a waiver of any subsequent breach of the same and any provision of the same.
- 23.22 The Cardholder's obligations shall be binding on the personal assigns of the Cardholder.
- 23.23 The Bank shall not be liable for failure to carry out its obligations due directly or indirectly to any natural disasters, or force majeure, war, strike, riot, civil commotion, acts of terrorists, industrial dispute, labour unrest, lock-out, fire, accident, breakdown of machinery and equipment, data processing system or transmission link or telecommunication system failure or electrical failure, or without limiting the generality of the foregoing anything, any matter beyond the control of the Bank.
- 23.24 The Cardholder shall be bound by all terms and conditions governing the use of any facilities, benefits or services which may from time to time be made available to the Cardholder in connection with the Card Account.
- 23.25 These Terms are governed by the Laws of Brunei Darussalam and the Cardholder irrevocably agrees to submit to the exclusive jurisdiction of the Courts of Brunei Darussalam.

# Bruneian at Heart

