

Branch Network

Sindh

Ghotki, Hyderabad, Kandhkot, Karachi, Larkana, Quetta, Shahdadkot, Sukkur

Punjab

Ahmed Pur East, Arifwala, Bahawalpur, Burewala, Cheshtian, Chichawatni, Daska, Dera Ghazi Khan, Faisalabad, Gujar Khan, Gujranwala, Gujrat, Haroonabad, Jhelum, Khanewal, Lahore, Mandi Bahauddin, Multan, Okara, Pakpattan, Pattoki, Rabwah Chenab Nagar, Rahim Yar Khan, Renala Khurd, Rawalpindi, Sadiqabad, Sahiwal, Sargodha, Sialkot, Vehari

Khyber Pakhtunkhwa

Peshawar

Federal Capital

Islamabad

Azad Jammu & Kashmir

Mirpur

Registered Office

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BlackBOX

February 2021

Faysal Islami Noor Card

Terms and Conditions

faysalbank 

1. DEFINITIONS

“Accrued Profit” means profit amount due to the Bank from the Customer from Musawamah profit and subsequently demanded by the Bank;

“Profit” means profit as specified in the Schedule of Charges which will apply to any Outstanding Balances.

“Agreement” means a musawamah finance agreement executed between the Bank and Customer;

“Application” means the application form for the Card facility as completed, signed and submitted by the Customer to the Bank.

“ATM” means an automated teller machine or any card-operated machine or device whether belonging to the Bank or other participating banks or financial institutions or concerns or to the Visa Card or MasterCard global ATM Network, or the affiliated networks thereof, as the case maybe, which accepts the Card.

“CARD PIN” means the Personal Identification Number issued to a Cardmember to enable the Cardmember or a Supplementary Cardmember or selected by a Cardmember or a Supplementary Cardmember and

generated through IVR (Interactive Voice Recording) to use the Card at Point of Sale (POS) or an ATM for a Cash Withdrawal.

“Bank” means Faysal Bank Limited.

“Card” means the applicable FBL Islami Noor Card, issued by the Bank, from time to time, to the Cardmember and shall include Supplementary and subsequently issued, renewal or replacement Cards, if any, unless the context otherwise requires.

“Customer Account” or “Card Account” means a Mudarabah based account, opened by the Bank for the purpose of extending the Card facility to the Customer under the Agreement and entering debits / charges incurred by or for the account of, and credits received by or for the Cardmember and Supplementary Cardmember, if any, under these Terms and Conditions and includes, without limitation all debits incurred resulting from Charges and / or Liabilities arising out of or in connection with any Card Transaction or otherwise.

“Cardmember” or “Customer” or “Card member” in relation to any Card means a person to whom the Card is issued by the Bank and shall also include every Supplementary Cardmember, if any.

“Card Transaction” means any payment made or Cash Withdrawal or any amount to be debited from the Card Account or any amount charged by the Bank or any Merchant for any goods, services and other benefits (including but not limited to accommodation or transportation, whether

or not utilized by the Cardmember) by or through the use of the Card or the Card numbers or the PIN or in any other manner by the Cardmember, including but not limited to mail, telephone or facsimile, e-mail, electronic message or through any other means of communication, order or reservation, authorized by the Cardmember or purported to have been authorized, regardless of whether a sales or Cash Withdrawal or other voucher or form is signed by the Cardmember.

“Cash Withdrawal” means amount of money in any currency availed or withdrawn by the Cardmember from the Bank, any participating financial institution or ATM whether in cash or in any other form of payment.

“Card Absent Environment” means payment platform which accepts payment on Card without the Card being physically present such as internet or ecommerce

“Card Present Environment” means payment platform which accepts payment on Card while being physically present such as Point of Sale (POS) or ATM

“Charges” means the amount payable by the Cardmember to the Bank under the Terms and Conditions, including but not limited to all Card Transactions, annual fee (chip fee etc.) Accrued Profit other fees / charges as specified in the Schedule of Charges and all losses and damages incurred or suffered or sustained by the Bank arising from or relating to the issue or use of the Card or breach of these Terms and Conditions by the Cardmember or the Bank's enforcement or attempted enforcement

of its rights under the Terms and Conditions.

“Outstanding Balance” means the total debit balance outstanding on the Customer Account and payable by the Cardmember to the Bank, or the total credit balance stated in the Customer Account, as the case may be, according to the Bank's records on the date of issue of the Statement of Account including all Charges and Liabilities.

“Expiry Date” means the date of expiry specified by the Bank on the Card.

“Limit” means the maximum debit balance permitted by the Bank in the Customer Account for the applicable Card, if any, and notified by the Bank to the Cardmember from time to time.

“Liabilities” means any or all amounts payable whatsoever by the Cardmember to the Bank pursuant hereto and/or in relation to the Agreement (other than Charges) including Accrued Profit and every type of exchange or other premium, fees, import duties and levies of whatever kind and / or amount such as Minimum Payment Amount, Musawamah Payment, , stamp duties, excise or other taxes on provision of outstanding amounts or finance or otherwise and losses incurred or sustained by the Bank, if any, arising or resulting from any governmental actions or policies which effectively prevent repayment of foreign currency charges of the Cardmember, and further including without limitation, costs, expenses, damages and legal costs and disbursements charged or incurred in connection with application and / or enforcement hereof.

“Merchant” means any person / entity supplying goods and / or services and / or other benefits who accepts the Card or the Card numbers as a means of payment or reservation by the Cardmember for execution of the Card Transaction pursuant to an agreement with the Bank.

“Minimum Payment required” means either 5% of the Outstanding Balance and Liabilities or a minimum payment amount which the Bank may, at its sole discretion, specify in the applicable Statement of Account, plus if the Bank so computes the Minimum Payment Amount of any previous Statement of Account unpaid by the Cardmember

“Month” means calendar month.

“Multiple Limit” means total Limit approved for a Cardmember on all of his / her Cards collectively.

“Musawamah Contract” means a contract between the Customer and the Bank relating to and supporting the Agreement and the Card facility Limit;

“Musawamah Price” means amount payable by the Customer to the Bank under the Agreement and Musawamah Contract;

“Musawamah Payment” means a demand by Bank for a payment, at its sole discretion, in the event of a delay in payment of an amount beyond a Payment Required Date or due date, or payment made by the Customer which is less than the minimum payment required under the

Terms and Conditions and the Agreement.

“Total Payment Required” Means the total outstanding balance on the Card Account and payable by the Cardmember to the Bank, or the total credit balance stated in the Card Account, as the case may be, according to the Bank's records on the date of issue of the Statement of Account including all Charges and Liabilities

“Payment Required Date” means the date specified in a Statement of Account by which date payment of the Minimum Payment required or the Outstanding Balance is to be made by the Cardmember to the Bank.

“Rupee”, “Pak Rupee” or “Rs” means Pakistani Rupee Currency under these Terms and Conditions.

“Schedule of Charges” or “SOC” means the document prescribing Musawama Payment, Charges and other fee(s) applicable to including but not limited to the Card, Card Transactions and / or Customer Account, issued by the Bank bi- annually to the Cardmembers and the said schedule is also available at the Bank branches and updated on website of the Bank bi-annually. The Schedule of Charges shall form a part of the Terms and Conditions.

“Statement of Account” means the Bank's monthly or other periodic Statement of Account sent to the Cardmember showing particulars of the Outstanding Balance and Minimum Payment required due on the Customer Account and payable to the Bank on Payment Required Date

and brief particulars of Charges and other Liabilities, as the case may be.

“Supplementary Card” means the Supplementary Visa Card or the Supplementary MasterCard and / or any other Card issued by the Bank

“Terms and Conditions” mean the terms and conditions applicable to the Card;

on the Application of the Cardmember to the Supplementary Cardmember and shall include subsequently issued renewal or replacement Supplementary Cards, if any, unless the context otherwise requires.

“Supplementary Cardmember” means the person who is issued a Supplementary Card.

“T PIN” means the Personal Identification Number issued to the Cardmember to enable the Cardmember, a Supplementary Cardmember or selected by a Cardmember or the Supplementary Cardmember and generated through IVR to use the telephone banking facilities made available by the Bank.

“Validity Date” means the validity date specified by the Bank on the Card.

“US Dollar” means currency of the United States of America. In these

Terms and Conditions unless the context otherwise requires:

- i. Words importing only the singular number shall include the plural number and vice versa.
- ii. Any reference to a Cardmember includes where the context permits any or all heirs / executors, administrators and successors-in-interest.
- iii. The headings to the clauses herein shall not be taken into consideration in the interpretation or construction of these

2. COLLECTION OF THE CARD

2.1 The Cardmember's Application shall be a request to enter into the Agreement that the Bank may, in its sole discretion, accept and both the above mentioned offer and the acceptance shall be subject to the Agreement and these Terms and Conditions. Upon the Bank's acceptance of the Cardmember's Application, execution of Agreement and subsequent issuance of the Card, under the Terms and Conditions hereunder, the Card may be collected by the Cardmember or sent by courier to the Cardmember's billing address. All renewed and replaced Cards thereafter will be sent by courier to the Cardmember's last known billing address. However, any other communication / letters shall be sent to the Cardmember at the alternative address in case of return of mail from the last known billing address of the Cardmember.

2.2 The Cardmember (s) reserve the right to ask for a copy of the Application

form and the related documents which the Cardmember signed as part of the Agreement with the Bank. The Cardmember can retain the Application form and the related documents for their record or discard them under their own responsibility.

- 2.3 On receipt of the Card, the Cardmember, and as applicable, the Supplementary Cardmember(s) shall immediately sign on the signature space on the Card and his or her retention or use of the Card shall be deemed as confirmation of the Cardmember's and as applicable, Supplementary Cardmember(s) agreement to these Terms and Conditions and they shall take all steps and precautions to ensure that no loss to the Bank is caused through misuse or fraud relating to use of the Card.
- 2.4 For the purpose of commencing any Card Transaction or in order to activate the use of the Card, the Bank may in its sole discretion require the Cardmember upon receiving the Card to communicate agreement to activation for the use of the Card by the contact number registered on our system or in such other manner as the Bank may specify.
- 2.5 The Cardmember agrees to ensure that each Supplementary Cardmember reads and understands the Terms and Conditions and Schedule of Charges and amendments thereto made from time to time as the Cardmember is liable for the use of the Supplementary Card by the Supplementary Cardmember and the Charges arising thereby on the Customer Account of the Cardmember.

3. RESTRICTIONS IN USE OF THE CARD

- 3.1 The Card is not transferable and no person other than the Cardmember (or any duly authorized Supplementary Cardmember) is permitted (and the Cardmember shall not permit any other person) to use the Card for Charges and / or Card Transactions or identification or for any other purpose whatsoever. The Cardmember shall not use the Card before the Validity Date or after the Expiry Date.
- 3.2 The Cardmember shall be responsible for the safe custody of the Card and shall ensure the same in case of the Supplementary Card. Any loss, theft of the Card, or handing over the Card to a unauthorized person in any manner shall be the exclusive responsibility of the Cardmember under the Terms and Conditions and the Cardmember shall be responsible to pay for all Charges incurring due to the aforementioned circumstances except where the Cardmember / Supplementary Cardmember has duly notified the Bank immediately after loss, theft or handing of the Card to an unauthorized person and consequently the Customer Account is blocked by the Bank.
- 3.3 The Cardmember shall be bound by these Terms and Conditions and shall be fully liable for all , Charges, Outstanding Balance and Liabilities as per the Terms and Conditions, Agreement and SOC and agrees that the Card may only be used by the Cardmember (or any duly authorized Supplementary Cardmember) within the Limit for Card Transaction and to obtain the facilities, benefits and services made available by the Bank, financial institution, participating bank or any Merchant from time

to time.

- 3.4 Notwithstanding that Cardmember's Limit has not been exhausted, the Bank may have the right, at any time and without liability to the Cardmember or the Supplementary Cardmember, to withdraw or restrict the Cardmember's or Supplementary Cardmember's right to use the Card or the Customer Account, to refuse to authorize any Card Transaction or decrease the Limit or modify or terminate any of the facilities and benefits made available to the Cardmember. Such action may be taken by the Bank in respect of all Cardmembers generally or only a specific Cardmember notwithstanding that the Cardmember may not be in default of any of these Terms and Conditions and the Agreement. The Bank also reserves the right to decrease / block the Limit in case the Customer defaults in making payments of the amounts specified in the Statement of Account of Card or any other financial facility extended by the Bank or any other bank.. Customers will be informed of any of the aforesaid actions taken by the Bank through correspondence .
- 3.5 The Cardmember and Supplementary Cardmember shall be bound to immediately notify the Bank of any change or imminent change in any information that he / she may have provided in his / her Application form or other information provided to the Bank and respectively agree to provide any other information, documents or particulars if requested by the Bank at any time. The Cardmember and Supplementary Cardmember also agree to immediately notify the Bank of any occurrence or imminent occurrence of any event that may be relevant to the Terms

and Conditions subject to which he or she becomes the Cardmember, including but not limited to:

- a. His intention or plan to reside outside Pakistan.
- b. Any change in the Cardmember's particulars or other information as stated in the Application form or any other information or particulars notified to the Bank from time to time, including any change in the Cardmember's residential or office address or in his employment or his position with his employer, as the case may be.
- 3.6 a. Neither the Cardmember nor the Supplementary Cardmember shall either use the Card or the Supplementary Card or allow any third party to use the Card or the Supplementary Card for any purpose or transaction prohibited by law or otherwise which shall include without limitation gambling, cryptocurrencies and/or virtual currencies and the Bank in its sole discretion may decline such transactions which shall without limitation include transactions carried out through the internet or any other way.
- b. In the event that the Cardmember or a Supplementary Cardmember either uses the Card or the Supplementary Card or allows any third party to use the Card or the Supplementary Card for any purpose or transaction prohibited by law or otherwise as indicated in clause above then the Cardmember, the Supplementary Cardmember or the third party, as the case may be, who used either the Card or the Supplementary Card for any purpose or transaction prohibited by

law shall be exclusively responsible/ liable under the law for using the Card or the Supplementary Card for any purpose / transaction prohibited by law. The Bank shall have no liability / responsibility of whatsoever nature and howsoever arising on account of either the Card or the Supplementary Card being used for a purpose / transaction prohibited by law or otherwise. In the event that the Bank shall incur any loss, damage or expense as a result of either the Card or the Supplementary Card being used for any purpose or transaction prohibited by law or otherwise then the Cardmember and / or the Supplementary Cardmember shall immediately reimburse the Bank for the full amount of the aforesaid loss, damage or expense.

- 3.7 The Card shall at all times be and remain the property of the Bank. The Cardmember agrees to be bound by all other Terms and Conditions governing the use of other facilities or benefits which may from time to time be made available in connection with the Card and any variations or amendments thereto which the Bank may improve from time to time at its discretion.
- 3.8 The Bank shall have the right to refuse to authorize any Card Transaction without assigning any reason therefore. Further the Bank shall be entitled to stop providing services and facilities to the Cardmember in any city or country with prior notice to the customer. It shall be the Cardmember's responsibility to inform the Bank prior to undertaking any foreign travel to check whether the Bank is providing services regarding the Card in the particular country(ies) where he or she intends to visit.

- 3.9 The Cardmember, as the case may be, declares that the aggregate amount of clean financing facilities availed by him or her from the Bank and other banks, in his / her own name shall at no time exceed particular amount as prescribed by the State Bank of Pakistan from time to time.
- 3.10 The Cardmember can have multiple Cards however the multiple / collective limit of all the Cards shall not exceed the approved Limit for the said Cardmember.
- 3.11 The Card shall be used for personal use only and shall not be used for speculative purposes such as real estate or capital markets.
- 3.12 The Card can only be used for personal transactions and the Cardholder cannot make any third party transaction or business transaction on his / her personal Card. Further the Cardmember is not allowed to deposit any amounts in his / her Customer Account which is excessive to his / her total Limit.
- 3.13 The Bank has not authorised the use of the Card or licensed individuals for the issuance, sale, purchase, exchange or investment in virtual currencies/coins/tokens.

4. THE CUSTOMER ACCOUNT

- 4.1 The Bank shall be entitled to claim and receive from the Cardmember any Charges and Liabilities as per SOC payable by the Cardmember under these Terms and Conditions and the Cardmember shall be liable

to pay to the Bank all such amounts regardless of the manner in which the Card Transaction is conducted or instructions are issued by the Cardmember / Supplementary Cardmember in relation thereto. The Cardmember shall be responsible to pay to the Bank all amounts incurred pursuant to clause 3.2 above. In addition, the Bank shall be entitled to claim and receive all losses or damages incurred or sustained by the Bank arising from or relating to the issue or use of the Card (or any indemnity herein or otherwise be given) or a breach of these Terms and Conditions by the Cardmember. In case the Cardmember is holding an account with the Bank, the Bank shall be entitled, to debit that account to recover any amount that may be due to the Bank under this clause or under any other Term or Condition. Cardmember consent will be required to make automatic monthly deduction(s) from the account stated aforesaid and pay such deducted proceeds to settle the Outstanding Balance or Minimum Payment Amount .

- 4.2 All foreign transactions will be converted from base currency (Non Rupees) to US Dollars on the international exchange rate applied by the Franchise Rules of VISA/MasterCard in order to settle a Card Transaction and the Bank is therefore authorised to purchase US Dollars from the "Open Market" and to debit Card member account in PKR rupees using the open market US Dollar purchase rate. Fx conversion charges will also be applicable on all foreign currency Card Transactions as per Bank's SOC. The Cardmember and Supplementary Cardmember reserve all rights to dispute or question any rate of exchange so applied by the Bank.

- 4.3 The Bank shall issue NOC (No Objection Certificate) to the Cardmember on permanent settlement / closure of the Customer Account

- 4.4 On permanent Customer Account block by the Bank or voluntary account closure request by the Cardmember, any excess amount in the Customer Account at the time of closure shall be refunded to the Cardmember by the Bank through a pay order.

5. PAYMENT

- 5.1 The Bank shall every month send the Statement of Account to the Cardmember at the Cardmember's last known billing address or in case of return of mail from the last known billing address or can be sent at the alternative address upon Cardmember(s) request. The Cardmember shall pay in the case of a debit Outstanding Balance at least the Minimum Payment Amount stated therein not later than the Payment Required Date.

- 5.2 In the event that the Cardmember does not receive the Statement of Account, where error does not lie at Bank's end , the Bank shall not be liable to the Customer and obligations of the Customer under the Agreement, Musawama Contract, SOC and these Terms and Conditions shall continue to accrue and for the purpose of calculation and establishment of the date on which a payment under the Terms and Conditions is required and the fact that, for whatever reason, the Cardmember does not receive the Statement of Account on time or at all, the same shall not free him/her from his/her obligation to make the

required payments to the Bank on time and also his/her continuous obligation to show reasonable diligence to ensure that all payments required by the Bank from him / her are made by Payment Required Date. Cardmember can place request for the change in monthly billing cycle as per his convenience and billing cycles offered by the Bank.

- 5.3 If the Cardmember effects full payment of the Total Payment Required in the Customer Account on or before the Payment Required Date subject to collection of the required Accrued Profit and other applicable Charges payable under clause 6.2 below, for the period covered by the relevant Statement of Account, the Bank will not demand accrued Profit.
- 5.4 If the Cardmember pays the Minimum Payment Amount or any amount less than the [Total Payment Required] by the Payment Required Date, , then the Bank will demand Accrued Profit which will be communicated to Cardmember through Statement of Account . For Card Transactions that are not covered by the any payment made by the Cardmember against a Statement of Account, Bank will demand Accrued Profit from the Card Transaction date to the date the next Statement of Account is generated. The Cardmember agrees to pay Accrued Profit communicated to Cardmember through Statement of Account) on the Outstanding Balance payable to the Bank per month.
- 5.5 If the Cardmember fails to pay at least the Minimum Payment Amount on or before the applicable Payment Required Date, in addition to outstanding amounts then required and payable, the Cardmember

agrees to make payment of a Musawammah Payment as the Bank may specify through the Schedule of Bank Charges or through written notice to the Cardmembers detailed in the Statement of Account for the applicable period.

- 5.6 If the Cardmember fails to pay the Minimum Payment Amount in any previous Statement of Account by the Payment Required Date stated therein then, and without prejudice to the Bank's rights and remedies, the Cardmember shall pay to the Bank, in addition to paying the applicable Minimum Payment Amount for the current Statement of Account, all arrears in the Minimum Payment Amount payable for earlier periods and any and all Musawamah Payments, or other fees relating thereto and all other applicable Charges as per SOC by the Payment Required Date specified in the current Statement of Account.
- 5.7 All payments to be made by the Cardmember shall be in Pak Rupees. The Cardmember agrees to make payment to the Bank in Rupees of non-Rupee Outstanding Balance in respect of an international Card Transaction and related Charges converted at such rate of exchange as the Bank shall specify for this purpose. It is hereby clarified that international Card Transactions include internet based transactions in any foreign currency.
- 5.8 In addition to the amount payable by the Cardmember, the Bank shall charge the Cardmember as per prevailing Schedule of Charges and debit to the Customer Account a dishonoured payment / return cheque fee, if any cheque or other payment order / instruction issued by the

Cardmember or Supplementary Cardmember or any other party to the Bank is not honoured for any reason whatsoever in relation to payments for current or other Statements of Account. However, the Bank shall be entitled to intimate the Card member about payment instruction within two working days upon dishonored/returned cheque. The following without limitation shall be deemed dishonoured payments (i) the Bank receives a cheque(s), draft(s) or other payment instrument from the Cardmember / Supplementary Cardmember or any third party which is not honoured in full, or (ii) the Cardmember, Supplementary Cardmember or any third party makes payment to the Bank, or with other financial institution / bank is not honoured in full due to insufficient funds in the said account. However, payment of fee for amount for dishonoured payment / return cheque shall not discharge him / her from the liability under the law for dishonouring of the cheque issued by him / her

- 5.9 All payments received by the Bank from the Cardmember or Supplementary Cardmember may be applied in and towards payments of I) non paid fees & Services Charges. II) profit, III) principal- (a) Installment Plan (b) Cash Transactions, (c) balance transfer , (d) retail Card Transaction . IV. unbilled Card Transaction as per current Statements of Account in such order of priority as the Bank may deem fit.
- 5.10 The Bank's rights against the Cardmember and / or Supplementary Cardmember shall not be determined, affected, or prejudiced by, and all amounts payable to the Bank, actual or contingent or joint or several

shall immediately become due or payable upon the death, insolvency or insanity of the Cardmember and / or Supplementary Cardmember, and the Cardmember and / or Supplementary Cardmember shall immediately cease to be Cardmembers and their heirs, executors, receivers etc. shall return to the Bank all Cards cut into two halves with the chip damaged and make full payment as required to the Bank.

- 5.11 In case of any unjustified usage of Card or transaction the Bank may demand return/cancellation of the Card and or immediate payment of all amounts outstanding under the Customer Account at any time without giving any reason or a 30 day notice and without any liability towards the Cardmember notwithstanding that the Cardmember may not be in default of these Terms and Conditions.
- 5.12 The Bank shall only credit the Customer Account with a refund in respect of a Card Transaction or any payment made to the Customer Account or any other credit due to the Cardmember in accordance with it's usual practice if and when the Bank receives such refund in Pakistan. Any refund, payment or credit to the Customer Account shall not be remitted to the Cardmember unless otherwise decided by the Bank but shall be applied towards the reduction of the Cardmember's Charges or other Liabilities incurred or debited to the Customer Account.
- 5.13 In the event of an attachment order over the Cardmember's assets being issued, insolvency or death, or upon demand by the Bank or any reason whatsoever, or in the case of breach of these Terms and Conditions, the Cardmember shall settle his / her debit balances

immediately. This commitment shall bind the heirs and successors of the Card member..

- 5.14 In the event payment for purchase of a foreign airline ticket is made through the Card, the amount billed by the airline is treated as a foreign currency transaction. The Card Transaction amount, billed by the airline in foreign currency, will be subject to all applicable rules and procedures of the Bank for conversion of foreign currency into Rupees, based on the exchange rate being used by the Bank at the time of the conversion.
- 5.15 The Bank may update on bi-annual basis and impose charges in relation to various services and / or features in relation to the Cards on Cardmembers as per rates notified either through the Schedule of Charges which is updated on bi-annual basis and available at all branches of the Bank and website or by the Bank giving notice of the same in writing.
- 5.16 The Cardmember shall not deposit cash in excess of the amount due on their Card Account. In case there is cash in excess of Rs. 50,000/- in the Cardmember's Customer Account, the Cardmember will be notified through SMS to claim refund of the excess amount by calling Customer Interaction Centre at 111 06 06 06. In case, the Cardmember does not claim refund of the amount and the amount is retained in the Customer Account, a letter will be sent to the Cardmember to adjust the excess amount within 15 days. On Cardmembers request the amount will be refunded through either pay order(after deducting the pay order charges as per Schedule of Charges) or internal transfer to

the Cardmembers account. The Card will be temporarily blocked in the event that the Cardmember does not claim refund of the excess amount despite notification by the Bank.

- 5.17 The Bank shall not ensure that the Payment Required Date does not fall on a holiday due to sighting of moon, since the Bank's system does not support holidays due to sighting of moon. In case of the Payment Required Date falling on public holiday due to sighting of moon, the Cardmember shall make payments before Payment Required Date.
6. DISPUTED ITEMS
- 6.1 In case of disputed Card Transactions, the Cardmember should send the Bank a written request within 14 days of current eStatement of Account date (address) to:
- Mailing address:
Complaint Management Unit Faysal Bank Limited,
ST-2, Shahrah-e-Faisal, Karachi.
- 6.2 If such a request is not sent within 14 days of the Statement of Account date, the Card Transaction would be deemed to be authentic and Cardmember would be bound to make payment for the entire amount.
- 6.3 When you write to the Bank, please provide the following information for each disputed Card Transaction (i) Card Transaction date (ii) Card Transaction description (Merchant name) (iii) US Dollar amount (if

international) (iv) Pak Rupee amount. No disputed Card Transaction will be entertained if all related supporting documents are not provided and if it is received 14 days after the Statement of Account date.

6.4 All transactional disputes related to, MasterCard 3D Secure authenticated transactions, or other disputes relating to a Customer denying that the Customer carried out the disputed Card Transaction, the Bank will conduct an investigation in accordance with the relevant rules and regulations of Mastercard and the decision of the Bank in this regard will be final and binding. The entire disputed amount will be borne by the Cardmember if the Bank comes to a decision that the Cardmember's claim/dispute is not genuine.. However, all transactional disputes, for all Supplementary Cardmembers shall be entertained, provided the dispute form is signed by both the Cardmember and Supplementary Cardmember.

6.5 In case the investigation carried out by the Bank in response to the disputed transaction request by the Cardmember, turns out to be against the Cardmember (i.e. fault on the part of the Cardmember) the Bank shall pass all the charges imposed by the / acquirer (for document retrieval etc.) to the Cardmember

7. CASH WITHDRAWAL

7.1 The Bank may in its discretion, amend or withdraw the Cash Withdrawal facility at any time by notifying the Customer. Subject to the aforesaid, if the Bank so approves, the Cardmember or the Supplementary

Cardmember may use the Card to obtain Cash Withdrawal up to the limit decided by the Bank from time to time, at the counters of the Bank, other participating bank counters, financial institutions or ATMs, which accept the Card.

The Bank shall charge Profit on each Cash Withdrawal, if payment for Cash Withdrawal is not made in full within the required date for each billing cycle, from the date of each Cash Withdrawal until the date of full payment at the rate of Profit specified in the Schedule of Charges per month .

8. SUPPLEMENTARY CARD: CARDMEMBER'S LIABILITY

8.1 On application of the Cardmember the Bank may issue a Supplementary Card to any person as nominated by the Cardmember and approved by the Bank. All Supplementary Cards including renewal and replacement Cards will be sent in accordance with clause 2.1 to the Cardmember's last known billing address at the sole risk of the Cardmember. If a Card is issued to a Supplementary Cardmember, the Cardmember must ensure that the Supplementary Cardmember adheres to these Terms and Conditions, since the Cardmember alone is liable to the Bank for all Charges and Liabilities and other costs and expenses incurred or payable by the Cardmember and / or the Supplementary Cardmember. The Limit assigned to the Cardmember is inclusive of the Limit of the Supplementary Cardmember and the Cardmember and the Supplementary Cardmember shall not permit the total of the Charges incurred under or through their respective Card to exceed such Limit.

8.2 The undertakings, Liabilities and obligations of the Cardmember to the Bank and the Bank's rights herein shall not be affected in any way by any dispute or counter claim or right of set-off which the Cardmember and the Supplementary Cardmember may have against each other, the Cardmember shall be liable to pay the Bank for all Charges and Liabilities incurred by the Supplementary Cardmember (notwithstanding any legal disability or incapacity of the Supplementary Cardmember which would otherwise preclude such liability). The Cardmember hereby indemnifies the Bank against any losses, damages, Liabilities, costs and expenses whether legal or otherwise, incurred or suffered by the Bank by reason of any breach of these Terms and Conditions by the Supplementary Cardmember.

8.3 Any payment made by the Cardmember or the Supplementary Cardmember to the Bank shall be used towards reduction of the debit balances in the Customer Account in accordance with clause 5 but the Cardmember shall continue to remain liable for any outstanding post-payment debit balances, if any, in the Customer Account.

9. PIN

The Bank may issue an Card PIN to the Cardmember for the use at POS or any Bank ATM or for Phone Banking facility made available by the Bank. The Cardmember agrees that:

9.1 The Card PIN and T PIN will be generated by the Cardmember to enable the Cardmember or a Supplementary Cardmember or selected

by a Cardmember or a Supplementary Cardmember and generated through IVR (Interactive Voice Recording) to use the Card at POS or an ATM for a Cash Withdrawal.

9.2 The Cardmember shall not disclose the Card PIN and / or T PIN to any person and shall take every reasonable precaution to prevent discovery of the Card PIN and / or T PIN by any person;

10. LOSS OF CARD / DISCLOSURE OF PIN

10.1. The Cardmember / Supplementary Cardmember undertakes not to allow the Card PIN or T PIN to be disclosed to and / or misused by anyone else. If the Card is lost or stolen or the Card PIN and / or T PIN is disclosed to any third party in whatsoever manner, or the Card is handed over by the Cardmember to a third person, the Cardmember shall immediately notify the said loss, theft or disclosure with all material particulars including Card numbers and / or PIN to the Bank in writing or call Customer Interaction Centre and shall require the Bank to close / block such Customer Account. The Cardmember shall be responsible for all consequences if the Cardmember fails to comply with provisions of this clause.

10.2 The Cardmember agrees that the Bank has the right to recover all unauthorized Charges, provided, however, that the Cardmember is not liable for any unauthorized Card Transaction made subsequent to reporting such loss, theft or disclosure of PIN if there is due notification by the Cardmember of such loss, theft or disclosure to the Bank as

specified herein above, on condition that such loss, theft or disclosure is not due to the negligence or default of the Cardmember and / or the Supplementary Cardmember and the terms of clauses 11.1 and 11.3 have been complied with by the Cardmember to the satisfaction of the Bank.

- 10.3 Any lost or stolen Card subsequently recovered by the Cardmember shall immediately be returned to the Bank cut in half without any further use. The Cardmember shall not use the PIN after reporting to the Bank of the disclosure of the same to any third party.
- 10.4 The Bank may, in its absolute discretion, issue a replacement Card for any lost or stolen Card on these Terms and Conditions
- 10.5 If the Cardmember has a complaint or any problem with respect to the Cardmember's monthly Statement of Account, the Cardmember is required to contact the Bank at once and the Bank will endeavour to resolve the Cardmember's problem. If the Cardmember is aware of any unauthorized or fraudulent transaction the Cardmember must inform the Bank via submitting a written request within 14 calendar days after receiving of Statement of Account. The Bank may be contacted 24 hours a day at 111 06 06 06.

If the problem cannot be resolved immediately to the satisfaction of the Cardmember and the Bank:

- (i) the Bank will advise the Cardmember in writing of the Bank's

procedures for investigation and resolution of the complaint; and

- (ii) if the Bank asks the Cardmember for a written confirmation/evidence or statement regarding the Cardmember's dispute, the Cardmember agrees to give the Bank one.

- 10.6 Except as required by law, the Bank is not responsible for goods or services charged with the Card, or if a merchant refuses to accept the Card. Merchants may impose their own additional restrictions on using the Card, and the Bank is not responsible for this. The Cardmember must raise any claim or dispute directly with the merchant concerned and subject to any law to the contrary, the Cardmember may not withhold payment from the Bank because of such claim or dispute.
- 10.7 Subject to applicable law, the Cardmember agrees that if the Bank fails to carry out any of its obligations in connection with the Cardmember's Customer Account or the Cardmember's use of the Card, the Bank may provide a reversal of such Charges if the Bank is at fault upon investigation, otherwise the Bank will not be liable for that loss or cost. In particular, the Bank will not be liable for consequential loss or any other loss or damage not directly and naturally resulting from the failure including damages which may flow from special circumstances. In any event, the Bank will not be responsible for losses or costs caused by any third party including (for example only) resulting from mechanical or systems failure affecting such third parties.

11. TERMINATION

- 11.1 The Cardmember may at any time inform the Bank of his / her intention to close the Customer Account and to terminate the use of all Cards by giving a prior notice in writing and returning all Cards cut into two halves and ensuring the chip is damaged to the Bank. The Customer Account shall be closed only after the receipt by the Bank of all Cards cut in half and after full payment to the Bank of all due and outstanding Charges and Liabilities and all other costs and expenses in relation to the Customer Account.
- 11.2 The Cardmember and the Supplementary Cardmember may at any time terminate the use of any Supplementary Card issued to such Supplementary Cardmember by giving notice in writing or by calling our Customer Interaction Centre at 111 06 06 06 and returning the relevant Supplementary Card cut into two halves and ensuring the chip is damaged to the Bank. In such event, the Cardmember including the Supplementary Cardmember whose use of the Card has been terminated, shall continue to remain jointly and severally liable to the Bank for all Charges and Liabilities and all other costs and expenses in relation thereto in accordance with these Terms and Conditions, except that the Supplementary Cardmember whose use of the Card has been terminated shall not be liable for all Charges and Liabilities incurred by the Cardmember and other Supplementary Cardmembers, if any, and / or after the Bank's receipt of the Supplementary Card duly cut into two halves and ensure the chip is damaged.
- 11.3 The Bank may, at any time, recall or cancel all or any Card(s) with or without giving any prior notice to the Cardmember and the

Supplementary Cardmember. The Cardmember and the Supplementary Cardmembers shall immediately, after such recall and cancellation, return such Card(s) cut into two halves and ensuring the chip is damaged to the Bank and make full payment of all Charges and Liabilities and all other costs and expenses in relation thereto to the Bank.

- 11.4 If the use of all or any Card(s) is terminated under clause 11.1 or clause 11.3, all Charges and Liabilities of the Cardmember and or Supplementary Cardmember whether actual and contingent shall become immediately due and payable to the Bank. The Cardmember and the Supplementary Cardmember shall be fully liable to the Bank for all Charges and Liabilities until the Bank is in receipt of all Cards cut into two halves and ensure the chip is damaged and full payment from the Cardmember and / or the Supplementary Cardmember for all outstanding Charges and Liabilities and other costs and expenses in connection therewith. The Bank shall not be liable to refund the annual membership fees and any part thereof to the Cardmember in the event of termination of use of the Card(s) and the relevant Customer Account(s).
- 11.5 The Cardmember shall terminate the Card and Customer Account according to the provisions of this clause 11 in case he / she does not agree to any of the Terms and Conditions subject to the condition that all amounts accrued, due and payable till the time of such termination shall be paid to the Bank by the Cardmember before such termination. However, continuing the usage of the Card in any manner shall be deemed that the Cardmember agrees and accepts the Terms and Conditions and shall remain responsible to fulfill his / her obligations

hereunder.

12. EXEMPTION, EXCLUSION

- 12.1 The Bank is not liable for any loss or damage howsoever incurred or suffered or sustained by the Cardmember or the Supplementary Cardmember by reason of any merchant or participating bank or financial institution or ATM or other party refusing to allow a Card Transaction or accept the Card or the Card numbers or the PIN or to extend or provide Cash Withdrawal up to the Limit.
- 12.2 The Bank is not liable in any manner for the quality, quantity, sufficiency, acceptability of goods, fulfillment of any term of the warranty and / or services reserved or purchased by the use of the Card or for any breach or non-performance of any Card Transaction by a merchant. In the event of any dispute between the Cardmember and the Bank or any merchant or any other person, the Cardmember's liability to the Bank shall not in any way be affected or reduced or suspended by such dispute or counter claim or right of set-off which the Cardmember may have against such Merchant, participating bank, financial institution or other person.
- 12.3 The Bank is not liable in any way to the Cardmember for any loss or damage of whatever nature or arising from any disruption due to any failure or defect in any ATM or other machine or communication system or facilities or data processing system or transmission link or due to or from any industrial or other dispute or any other thing or cause beyond

the control of the Bank.

- 12.4 In case of decline of any facility, reward or service the Cardmember or the Supplementary Cardmember understands that the same depends upon the service provider or the co-brand partner in which case the Bank acts as a facilitator only and as such any recourse will be subject to the concurrence of the service provider or the co-brand partner except in case where there is a misstatement on part of the Bank.
- 12.5 If the Customer has any dispute, complaint or claim whatsoever against the Bank, relating to the Card, then the resource of the Customer is exclusively against the Bank and the subsidiaries, affiliates and parent company of the Bank shall not be liable in any manner whatsoever to the Customer in respect of such disputes, complaint or claims.
- ## 13. VARIATION OF TERMS
- 13.1 The Bank may change, add or delete any of these Terms and Conditions, including without limitation to the generality to the foregoing, the Terms relating to payment, Charges and fees, and accordingly notify the Cardmembers by inclusion in the Statement of Account or through a letter intimating 30 day prior such amendment in the Terms and Conditions / Schedule of Charges as the case may be or displaying such amendment on the website of the Bank. Such changes, additions or deletions shall be effective from any date as specified by the Bank or, if contained in the Statement of Account, from the date of the Statement of Account unless otherwise notified.

13.2 Retention by the Cardmember of the Card after the Cardmember's receipt of any changes, additions or deletions in these Terms and Conditions after the 30 day notice period expires pursuant to clause 13.1 shall constitute notice of the Cardmember's acceptance of such amended Terms and Conditions without reservation. In the event of Cardmember's non-acceptance of such Terms and Conditions as amended, the Cardmember must immediately terminate and stop the use of the Card in accordance with clauses 11.1 and 11.4.

14. DISCLOSURE

The Cardmember hereby irrevocably and unconditionally authorizes the Bank to disclose any information relating to the Customer Account and the use of the Card of any Cardmember to any third party as the Bank deems fit in its absolute discretion including without prejudice to the generality of the foregoing to any merchant, participating bank, financial institution, credit information bureau(s) or any of the Bank's branches worldwide and related or affiliated concerns or any member of the International VISA or MasterCard network as the case may be or to any person or concern or authority as the Bank may, in its sole discretion, deem appropriate.

15. NOTICES

15.1 All Cards, notices, Statements of Account demands or any other communication under these Terms and Conditions (hereinafter collectively called "Communications") may be delivered personally or

by courier or be sent by ordinary post to the last known billing or other addresses of the Cardmembers and such Communications shall be deemed to have been served on the Cardmember on the day of the delivery, if delivered by hand, and on the next business day after posting, if sent by courier. All Communications under these Terms and Conditions sent to the Cardmember shall be deemed to be Communications sent also to the Supplementary Cardmember.

15.2 Notwithstanding the aforesaid, the Bank shall be entitled to rely and act on any notices, requests or instructions which are given by the Cardmember through written request (and which are given orally via recorded lines) through Customer Interaction Centre, and action on the Bank's part pursuant to such notices, requests or instructions shall be binding on all Cardmembers and the Bank shall not be liable for any loss or damage incurred or suffered or sustained by any Cardmember as a result of such action.

16. INDEMNITY

16.1 The Cardmember undertakes and agrees to indemnify the Bank and hold it harmless against any loss, damage, liability, cost and expense, whether legal or otherwise, claim or action which the Bank may incur by reason of these Terms and Conditions, except where Bank is responsible for the loss or damage (including any loss incurred or suffered or sustained by the Bank in the event of any government restrictions imposed on foreign exchange transactions or on payments by a Cardmember in foreign currency through any mode whatsoever.

All costs and expenses including legal costs and disbursements of every expense incurred by the Bank in enforcing or seeking to enforce or apply these Terms and Conditions or otherwise, shall be debited to the Customer Account and shall be paid as Liabilities by the Cardmember on demand.

- 16.2 In consideration of the Bank agreeing to act on the Cardmember's oral instructions specified through the telephone in respect of such facilities as may be offered by the Bank from time to time, the Cardmember on behalf of himself / herself (including his / her heirs and successors), hereby agrees and undertakes not to make any claim against the Bank as a consequence of, or in respect of, the provision by the Bank to the Cardmember of any of the Bank's telephone banking facilities. The Cardmember further undertakes to indemnify the Bank and hold the Bank harmless against losses, costs, damages, claims, actions, proceedings, demands and expenses that may be suffered, incurred or sustained by the Bank as a result thereof.
- 16.3 The Cardmember hereby confirms that any oral instructions given by him / her in respect of the Phone Banking Services shall be tape-recorded and monitored by the Bank, and that the same may be produced as evidence in a court of law or a tribunal in the event of any disputes between the Bank and the Cardmember.
- 16.4 The Cardmember further undertakes not to deny the genuineness of any such oral instructions, and agrees that the Bank may suspend any action or ignore any such instructions, if the Bank in its absolute

discretion deems fit.

- 16.5 The Cardmember agrees that the Bank may debit any of the Cardmember's and / or Supplementary Cardmember(s) account(s) with the Bank for all costs, charges or other amounts, which may be incurred as a consequence of, or in respect of, the provision by the Bank to the Cardmember of any Phone Banking Services facilities.
- 16.6 The Cardmember further understands and accepts that compliance by the Bank with the aforesaid oral instructions shall be subject to the internal policies of the Bank, which may be altered from time to time.
- 16.7 The Bank shall not be liable if it is unable to perform its obligation under the Terms and Conditions whether directly or indirectly due to the failure of any equipment, communication system, industrial dispute, war or act of God or anything outside the control of the Bank, and further, the Bank shall not be responsible for any delay in the transmission by the Merchant or any other third party to the Bank of the Card Transaction, or other data in connection with the same whatsoever.
17. RIGHT OF SET-OFF
- 17.1 The Bank may at any time and without further notice or liability in any manner to the Cardmember combine or consolidate any one or all accounts / deposits of the Cardmember with the Bank or any branch, affiliate or subsidiary (whether current or saving deposit or of any other nature and in whatever currency in Pakistan) and / or set-off or apply

or adjust any money standing to credit of any one or more of such account in / or towards satisfaction of the outstanding balance of the Customer Account. Where such combination, consolidation and / or set off requires the conversion of one currency into another, the Bank shall be entitled to effect such conversion at such rate of exchange prevailing on the day of such combination, consolidation and / or set-off as the Bank may apply in accordance with the Bank's usual banking practice in such connection and all exchange risks, losses, premium, commission and other Bank Charges shall be borne by the Cardmember.

- 17.2 The Bank's right against the Cardmember and / or Supplementary Cardmember shall not be determined, affected or prejudiced by, and all amounts payable to the Bank, actual or contingent or joint or several, shall immediately become due and payable upon the death of the Cardmember and / or Supplementary Cardmember.
- 17.3 The Bank's right to set-off and all transactions authorized by the Cardmember and / or supplementary Cardmember before their death shall continue to subsist till the Bank is informed in writing about such death. Upon receiving this information the Card and the Customer Account will be blocked for new transactions.
- 17.4 The Bank will not be obliged to allow any operation or withdrawal except on the production of a succession certificate or other appropriate court order, from a court of competent jurisdiction. The legal heirs will be notified of the balance and the Bank shall be entitled to make the required adjustments before release of the funds in their favour by the

Bank.

18. WAIVER

The Bank may at any time waive either unconditionally or otherwise any of these Terms and Conditions or any default or breach of the Cardmember provided that such waiver is given in writing by the Bank, save as aforesaid, no condoning or excusing of and no neglect or forbearance on the part of the Bank of the default or the breach of these Terms and Conditions shall operate as the waiver of the Bank's rights and powers and no waiver shall be inferred from or implied by anything done or not done by the Bank unless expressed in writing by the Bank. Any waiver if given in writing shall operate only as waiver of the particular matter to which it relates and shall not operate as a waiver of any of these Terms and Conditions.

19. FULL FORCE AND EFFECT

These Terms and Conditions shall remain in full force and effect until the Bank acknowledges receipt of all Cards cut into two halves and ensure the chip is damaged and full payment of the Cardmember's and Supplementary Cardmember's Charges and Liabilities payable to the Bank and other costs and expenses related thereto.

20. SEVERANCE

Each of these Terms and Conditions shall be severable and distinct

from one another and if at any time any one or more of such Terms and Conditions is or becomes invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

21. TAXES AND OTHER GOVERNMENT LEVIES / DUTIES

21.1 The Cardmember and the Supplementary Cardmember hereby agree to reimburse the Bank for payment of any stamp duties and / or excise or other similar taxes or levies or imports or excesses payable in connection with any finances or facilities provided by the Bank to the Cardmember.

21.2 The Bank shall collect advance tax, at the time of transfer of any sum remitted outside Pakistan, on behalf of any person who has completed a Card Transaction, outside Pakistan at the rate of 1% per transaction for Filer and 3 % per transaction for Non-Filer or at any other rate in force at the relevant time. This will be applicable on all payments remitted abroad such as foreign travel, lodging, shopping, online shopping from merchants outside Pakistan etc.

21.3 In case of charge back/disputes/fraud, the bank will not be liable to reverse the tax charged. The Customer will contact tax authorities for tax reversal. However, the Customer can request the Bank to provide tax certificate.

22. RENEWAL OF CARD

The Bank may issue a new card or cards as per the procedure specified in clauses 23 and 24 hereinbelow. However, the Bank reserves the right not to reissue a card or renew the Card. The Cardmember shall continue to remain bound by these Terms and Conditions and any amendments thereto.

23. RENEWAL OF AGREEMENT

The Bank may at its sole discretion, or on expiry of a Card, or utilization of 80% of Musawamah Profit offer to renew the Agreement and unless the Cardmember informs the Bank that the Cardmember wishes to discontinue the Card, the Cardmember undertakes and agrees to execute a fresh Agreement as and when notified by the Bank through verbal or written communication.

24. LIMIT ENHANCEMENT

In case of limit enhancement request, the Cardmember hereby agrees and undertakes to enter into a new Agreement with the Bank for the Card facility as per the terms and conditions of the Agreement and these Terms and Conditions as the same may be modified or amended from time to time.

25. GOVERNING LAW

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

and the Cardmember hereby submits to the courts of competent jurisdiction in Pakistan.

26. PAYABLE COLLECTIONS

26.1 Bank reserves the right to contact you through any mode of communication to recover the Outstanding Balance, as per SBP Fair Debt Collection Guidelines. This includes visiting you as soon as you miss a payment and remain overdue. The visit shall be undertaken in a lawful manner to recover the outstanding amount and the Bank will ensure that the Card member are not contacted at an inconvenient time. Proper disclosure of identity, reason to call, name of the Bank and purpose of the call will be clearly mentioned.

26.2 As per SBP Fair Debt Collection Guidelines, Cardmember will be intimated 14 days prior regarding overdue payment via letter/SMS before the Bank visits the Cardmembers residence/ business place. Bank also reserves the right to contact your family, friends, neighbours, employer or other third parties if you are out of contact for 30 calendar days post missing a payment. In case you are contacted but you still remain delinquent, the Bank reserves the right to provide your information to the third parties mentioned above to recover the outstanding payments as long as you remain overdue.

INSTALLMENT PLAN

C . DEFINITIONS

“Installment Plan” means any retail transactions (minimum of PKR 5,000), balance transfer from other Cards only principle amount (minimum of PKR 5,000) once for the one conventional card, dial a draft (pay order of a minimum PKR 5,000), Installment Plans with 0% Profit rate offered on specific products and for specific payment tenures which will be communicated to the Cardmember from time to time, for which the Cardmember utilises the available Limit and repays the Transaction amount in Monthly Installments according to the Installment Plan terms and conditions.

“Installment Plan Term / Period” means the number of monthly installments as selected by the Cardmember at the time of availing the Installment Plan.

“Installment Plan Service Fee / Charge” means fee as the Bank may specify bi-annually through the Schedule of Charges or through written notice to the Cardmember and payable by the Cardmember in relation to the Card Transaction made and / or converted into the Installment Plan .

“Installment Plan Profit Amount” means the Musawamah Profit to be paid by the Cardmember in respect of an Installment Plan booked by Cardmember;

“Installment Plan Amount” means the total amount which is to be paid in Installment Plan Monthly Installments under the Installment Plan

“Installment Plan Monthly Installment” means an equal monthly installment payable by the Cardmember which is computed by dividing the Installment Plan Amount by the Installment Plan Period, which also includes Profit on a monthly basis.

“Card Terms and Conditions” means the Terms and Conditions applicable to the Card. All capitalised terms not defined herein shall have the same meaning ascribed to them in the Terms and Conditions.

2. GENERAL

The Bank may in its discretion, amend or withdraw the Installment Plan facility at any time by notifying the Customer. Subject to the aforesaid, the purpose of the Installment Plan is to enable the Basic Cardmember to purchase / acquire goods and services through a Card Transaction using the Limit on the Card or converting the Outstanding Balance in respect of the Card, and to make payments in Installment Plan Monthly Installments in accordance with the terms hereof and the Card Terms and Conditions.

3. ELIGIBILITY

The Installment Plan is offered exclusively to the Cardmember subject to the condition that payments against his / her Card are regular and made on or before the Payment Required Date as per the Card Terms and Conditions and the Cardmember has an available Limit on the Customer Account. All goods and services and / or Card Transactions

made within or outside Pakistan can be converted into the Installment Plan subject to the Card Terms and Conditions and the terms and conditions applicable to Installment Plan.

4. AVAILING THE INSTALLMENT PLAN

4.1 The Cardmember may avail the Installment Plan by calling the Bank's Contact Centre at 111 06 06 06 and inform them of the details pertaining to the Installment Plan including the amount to be booked (minimum amount of PKR 5,000), choosing from the Installment Plan Term / Period of 3 to 60 months (in multiples of 6). Subject to the Bank's approval the Cardmember may avail the Installment Plan in accordance with the terms hereof and the Card Terms and Conditions.

4.2 The Bank shall process and authorize an Installment Plan provided that the amount is within the available Limit. The Installment Plan Amount plus the Installment Plan Profit Amount (which is the Installment Plan Monthly Installment amount) for the month will be displayed on Statement of Account separately. Additionally, the remaining accumulative principal balance of all Installment Plans booked by the Cardmember on the Card will appear separately towards the bottom of the Statement of Account.

4.3 The Cardmember shall pay the Installment Plan Amount by way of the Installment Plan Monthly Installment in accordance with the terms hereof and the Card Terms and Conditions.

A Cardmember may avail multiple Installment Plans as are permitted by the Bank under the Cardmember's Limit.

5. BILLING AND PAYMENT OF INSTALLMENT PLAN

5.1 The Installment Plan Monthly Installment shall be billed to the Cardmember starting immediately from the next Statement of Account after the date of availing the Installment Plan and every month thereafter until the Installment Plan Amount is settled and paid in full by the Cardmember.

5.2 Where a Cardmember avails the Installment Plan, the Minimum Payment Amount on the Statement of Account shall include the Installment Plan Monthly Installment .

5.3 If the Cardmember pays less than the Minimum Payment Amount on the Payment Required Date specified in the Statement of Account, the Cardmember shall become liable to pay Profit in accordance with the Card Terms and Conditions.

5.4 The Cardmember may change the Installment Plan Period subject to payment by the Cardmember of applicable Installment Plan Processing Fee. The Card member at any time may pay the Installment Plan Amount in full or early terminate the Installment Plan before the end of Installment Plan Period.

5.5 In case the Card is cancelled or terminated under the Card Terms and

Conditions, the Installment Plan will stand terminated automatically and the Card member shall be liable to pay the remaining Installment Plan Amount, immediately upon receipt of the Statement of Account.

6. LIABILITY FOR PRODUCT AND SERVICE

The Bank shall not be liable for any damage or loss incurred by the Cardmember arising out of the purchase, delivery, installation, use or otherwise of the good(s) and / or service(s) under the Installment Plan or for any negligence on the part of the manufacturer, supplier, merchant or any service provider involved in the aforesaid actions nor shall the Bank be responsible in any way for the quality of the good(s) and or service(s) purchased or acquired under the Installment Plan or otherwise. Any complaint as to the quality of good(s) purchased or service(s) acquired through the Installment Plan shall be referred to the merchant and shall not affect the Cardmember's obligations under the Installment Plan.

7. MODIFICATIONS, AMENDMENTS AND CANCELLATIONS

7.1 The Bank is entitled at any time by giving 30 days notice and without any liability to the Cardmember in any manner whatsoever to terminate the Installment Plan or cancel or vary its benefits or features, or vary or add or delete any of the Installment Plan terms and conditions. The Bank is also entitled to determine the minimum amount allowed under the Installment Plan.

- 7.2 The Cardmember is entitled at any time, with prior notice to the Bank to terminate the Installment Plan.
- 7.3 The Bank reserves the right to disqualify any Cardmember from further participation, if in its judgment, the Cardmember has in any way violated the Installment Plan terms and conditions and / or the Card Terms and Conditions and / or any reason that the Bank deems fit without assigning any reason whatsoever.
- 7.4 The Bank shall be entitled to disallow / refuse instructions submitted by the Cardmember under the Installment Plan without assigning any reason whatsoever.
8. FORCE MAJUERE
- 8.1 The Bank shall not be liable if it is unable to perform its obligation under the Installment Plan Terms and Conditions whether directly or indirectly due to the failure of any equipment, communication system, industrial dispute, war or act of God or anything outside the control of the Bank. Without prejudice to the generality of the forgoing, the Bank shall not be responsible for any delay in processing of the application by the Cardmember for the Installment Plan.
- 8.2 These Installment Plan terms and conditions shall be without prejudice to the Card Terms and Conditions governing the issue of and use of the Card, and the Card Terms and Conditions shall also to be applicable to the Installment Plan. If at any time, dispute arises in connection with

the Installment Plan or Installment Plan terms and conditions, the Bank's decision in connection with the same shall be final and binding.

- 8.3 The Bank shall not be responsible for any breach of obligation on the part of a Merchant who has agreed to provide goods including failure to provide goods of a certain description quantity or quality or failure to provide within a stipulated time or failure to provide the goods at all. Similarly, the Bank will not be responsible for breach of any obligation by a Merchant from whom the Customer intends to or has availed services.

FACILITY PROTECTION,

Terms and Conditions:

The rights and obligations of any Cardmember subscribing to Card Facility Protectione (hereinafter called the "Scheme") shall be governed by the terms and conditions set forth herein below. By virtue of this Scheme, Faysal Bank Limited (hereinafter called the "Bank") aims to offer, through a takaful company of its choice, certain protection to those Cardmembers who are subscribing to this Scheme in any of the following events (as defined hereinbelow) arising due to natural or accidental causes: Death, Terminal Illness, Permanent Total Disability Temporary Total Disability Critical Illness (in case of Credit Protection) in accordance with the referenced terms and conditions and the Group Family Participants' Takaful Fund under EFU Family Takaful Waqf Fund (hereinafter referred to as the 'Waqf Fund').

DEFINITIONS RELATING TO THE SCHEME

Except where inconsistent with the subject matter or context, the singular includes the plural and the masculine the feminine, and vice versa in both cases. Capitalised terms used in relation to the Scheme shall have the following meaning and if not defined below, shall have the same meaning as attributed to the terms in the definitions applicable to the Terms and Conditions of the FBL Islami Card ("Card Terms and Conditions");

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

"BANK" means Faysal Bank Limited hereinafter called Assured.

"CARDMEMBER" means a customer of Faysal Bank's Islamic Card Facility.

"COMMENCEMENT DATE" shall be the date this policy takes effect.

"CONTRIBUTORY TAKAFUL" means Takaful coverage for which the individual Participant contributes toward.

"FACILITY" means the card facility or other form of financial accommodation provided to Cardmember under the Islamic Card by the Bank.

"CARD" means Faysal Bank's Islamic Card only, which has been nominated as the facility to which the family Takaful cover is to apply.

"CRITICAL ILLNESS" means a disease or sickness first occurring after the Commencement Date or occurring prior to that date, provided that advice or treatment for that disease or sickness was not sought or obtained from a medical practitioner, chiropractor, naturopath, or any other practitioner of a similar kind within twelve months immediately prior to the Commencement Date.

"DEATH" means death by injury or sickness.

"ELIGIBLE CARDMEMBER" means a Cardmember who is eligible for family takaful cover under this Policy in accordance with Clause 4.

"GROUP FAMILY PARTICIPANTS' TAKAFUL FUND" means the collective fund hereinafter referred as GFPTF under the Window Takaful Operator's Waqf Fund into which all Group Family Takaful Contributions for Takaful Death Benefits as well as Takaful Additional Benefits are pooled. The benefits of GFPTF belong to the Participants with certain conditions for their mutual help and GFPTF is managed by the Window Takaful Operator as Wakeel under the Islamic Concept of Wakalah.

"INDEBTEDNESS" at the time of Death, Permanent Total Disability, Critical Illness, or Terminal Illness means the closing balance(s) of the last Card statement(s) of the Bank in respect of covered Member prior to the Event giving rise to the claim plus amount of any authorized Card

transaction made prior to the Event giving rise to the claim not included in that statement. The Indebtedness shall not exceed the total amount outstanding on the Card.

Provided if a Temporary Total Disability Benefit was being paid, the Indebtedness shall be reduced by an amount equal to reduction in the outstanding balances as a result of the Temporary Total Disability Benefit which have subsequently been paid.

“INJURY” means bodily injury resulting from an Accident occurring after the Commencement Date.

“MONTHLY INSTALLMENT” means “Minimum Payment Amount” payable to the Bank by the Member as set out in the last billing statement issued prior to the occurrence of the Event giving rise to the claim.

“PARTICIPANT” means an Eligible Cardmember who is included in this policy upon successful Acceptance of Cover defined in Clause 14 hereinafter called Member.

“PERMANENT TOTAL DISABILITY” means a Member having been permanently and totally disabled for six consecutive months as a result of Injury or Sickness which prevents the Member from engaging in any occupation for which he is reasonably qualified by training, education and experience and provided that the Window Takaful Operator is satisfied that he will be so rendered indefinitely.

“POLICY PERIOD” means the period of one month beginning from the Commencement Date or any Renewal Date.

“RENEWAL DATE” means any subsequent monthiversary of the Commencement Date.

“SICKNESS” means sickness or disease contracted for the first time after the Commencement Date.

“TAKAFUL CONTRIBUTION” means periodic contributions paid into the Group Family Participants' Takaful Fund for Takaful Death Benefit as well as Takaful Supplementary Benefits (if any).

“TEMPORARY TOTAL DISABILITY” means inability, due to Injury or Illness, of the Member to engage in his own occupation or employment for a period exceeding forty-five days and provided the Member is not otherwise gainfully employed or in receipt of any payments from his employer (including sick pay) or any Social Security organization.

“TERMINAL ILLNESS BENEFIT” means a medical condition which in the opinion of a relevant specialist(s) approved by the Insurer would result in the life span of the Member being reduced to a period of not more than six months after the diagnosis of such a medical condition.

“TRANSACTION” means any retail purchase, cash withdrawal, installment plan or revolving balance.

“WINDOW TAKAFUL OPERATOR” means EFU Life Assurance Limited -WTO.

“WINDOW TAKAFUL OPERATOR’S FEES” means the fees required to cover expenses of underwriting, administration and general management of the GFPTF.

“WAQF DEED” means the Deed of Waqf Settlement establishing the irrevocable Waqf Fund called EFU Family Takaful Waqf Fund.

“WAQF RULES” means the Rules made under Waqf Deed related to the GFPTF. The Waqf Deed and the Waqf Rules shall collectively be called, in this document, as Waqf Rules. The Waqf Rules are available at the Head Office of the Window Takaful Operator.

Words importing the singular number include the plural number and vice versa and words of masculine gender shall include the feminine unless the context otherwise requires.

1. MASTER CONTRACT

These Provisions and Conditions constitute the Master Policy between the Window Takaful Operator and the Participant. No one except an Appointed Signatory is authorized to modify this Policy, or extend the time for takaful contribution payment, to waive any lapse or forfeiture, to waive any of the Window Takaful Operator's rights or requirements

or to bind the Window Takaful Operator by making any promise or by accepting any representation or information. The Window Takaful Operator shall not be bound by any promise or representation heretofore or hereafter given by any person other than the authorized representative and such approval be endorsed hereon.

2. AMENDMENT OF THIS POLICY

This Policy may be amended or changed at any time, without the consent of the Members covered hereunder, upon written request made by the Bank and agreement by the Window Takaful Operator. Any Amendment or change to this Policy shall be binding on all Members whether covered under this Policy prior to or on after the date such amendment or change becomes effective.

3. ELIGIBILITY

The Cardmembers eligible for cover are the present and future Basic Cardmembers of the Bank's Card facility who are within the Eligibility Age Range (i.e. for enrolment: 18 to 69 years, and for coverage if enrolled prior to 69 years: 75 years). Existing Cardmembers will be eligible as from the Commencement date. Future Card Members will become eligible from the date of issue of the Card. Supplementary card members are not eligible for cover.

4. EVIDENCE OF AGE

Evidence of age of a Member satisfactory to the Window Takaful Operator will be required before any benefit in respect of him is paid under this Policy and if after commencement of the takaful cover hereunder the date of birth of any Member is found to have been incorrectly notified to the Window Takaful Operator, the Window Takaful Operator shall notify the Bank of the adjustment to be made under this Policy in respect of such incorrect notification. No benefit whatsoever shall be payable under the Policy if the correct age of the Member is found to be more than 75 years. Identity Card will be considered an authentic proof of age. If Identity Card is not available then Birth Certificate will be considered. If both Identity Card and Birth Certificate are not available then Matriculation Certificate or any other satisfactory evidence which the Window Takaful Operator may specify will be considered as acceptable proof of age.

5. AMOUNT AND CALCULATION OF CONTRIBUTION

Takaful contribution is charged to the Member at the rate of 0.69 for every Rs. 100 on the closing balance shown on the Card Statement each month. The Window Takaful Operator may however, by giving notice in writing to the Bank, modify rates as it thinks fit. The revised rates would be applicable from the following month.

6. (A) TAKAFUL CONTRIBUTION PAYMENT METHODOLOGY

Takaful Contribution shall be received by direct debit at the rate of 0.69% on monthly closing balance shown on the last Card statement.

The rates applicable under this Policy shall be 69 paisa for every Rs. 100 per month of the closing balance amount shown on the last statement.

6. RENEWAL

This Takaful Policy will be renewed automatically upon deduction of required takaful contribution by direct debit every month unless cancelled by individual customer or Bank. If cancelled by Bank then cover will cease for all covered members immediately following the cancellation date.

7. FREE LOOK PERIOD

It is the period of fourteen (14) calendar days from the Commencement Date during which a customer has the right to examine the terms of this takaful policy and to cancel the coverage for any reason without penalty. Takaful Contribution (if any) paid during Free Look Period of 14 days will be refunded in full without penalty, the takaful coverage is cancelled from inception and considered never to have been in effect, and no claims will be paid. Where a customer cancels the Policy beyond Free Look Period, Clause 9 shall apply.

8. CANCELLATION

If a Member cancels the coverage any time beyond the allowed free look period whilst the Policy is in full force then subject to terms and

conditions of the Policy such cancellation shall be made effective from the following calendar month and any takaful contribution charged already prior to the cancellation request date shall not be waived or refunded. The customers who wish to cancel the coverage will submit his request with the Bank in writing or over recorded telephone line on designated helpline number of Bank.

9. BENEFITS/COVERAGES

Upon receipt of due proof in writing that the Member has whilst the Policy is in full force and effect, suffered Events set out hereunder, the GFPTF managed by the Window Takaful Operator subject to the exclusions, terms and conditions shall pay the following Benefits:

a) Death Benefit

The amount of Member's Indebtedness plus credit charges on the indebtedness for a maximum period of two months subject to maximum Rs. 3,000,000 after the date of death.

b) Additional Accidental Death Benefit

In the event of death of the Member due to injuries caused solely by violent, external and accidental means and there is evidence of visible contusion or wound on exterior of the body except in the case of drowning or of an internal injury revealed by an autopsy, and that such death occurred within 90 days of the accident solely

as a result of same injury and not as an indirect result of any fit, physical defect, illness or disorder, the GFPTF managed by the Window Takaful Operator shall pay an amount equivalent to Member's Indebtedness subject to maximum Rs. 3,000,000, in addition to the Death Benefit under this Policy.

c) Permanent Total Disability Benefit

On Permanent Total Disability of the Member due to Accident or Sickness, the GFPTF managed by the Window Takaful Operator shall pay the amount of Member's Indebtedness plus credit charges on the indebtedness for a maximum period of two months after the date of Permanent Total Disability. The benefit will be paid after six consecutive months of disability. Permanent Total Disability means inability of the Member to engage in any occupation for which he is reasonably qualified by education, training and experience. Benefit will become payable 6 months after the onset of disability.

d) Temporary Total Disability Benefit

In the event of Temporary Total Disability due to Accident or Sickness, the GFPTF managed by the Window Takaful Operator shall pay the amount of the Monthly Installment during the disability period upto maximum of twelve months. No Temporary Total Disability Benefit shall be payable for the first forty-five (45) days of any period of Temporary Total Disability Benefit.

e) Terminal Illness Benefit

If the Member is diagnosed with a Terminal Illness (as defined in Clause 1 of these provisions and conditions), the GFPTF managed by the Window Takaful Operator shall pay the amount of Member's Indebtedness plus credit charges on the indebtedness for a maximum period of two months after the date of diagnosis of such illness. Payment of Terminal Illness Benefit shall absolve the Window Takaful Operator of liability against each death benefit and additional accidental death of the same Member.

f) Critical Illness Benefit

If the Member is diagnosed with any of the critical illnesses defined in this Policy, the GFPTF managed by the Window Takaful Operator shall pay the amount of Member's Indebtedness plus credit charges on the indebtedness for a maximum period of two months after the date of diagnosis of such illness.

No Critical Illness Benefit shall be payable if the critical illness occurs within three months of the commencement date or if death occurs within thirty days (30) days of the critical illness(s). Critical Illnesses are listed hereunder:

a) Cancer

A disease manifested by the presence of a malignant tumor characterized by the uncontrolled growth and spread of malignant cells, and the

invasion of tissue. Diagnosis has be confirmed by a specialist and evidenced by definite histology. The term cancer also includes leukemia and malignant diseases of the lymphatic system such as Hodgkin's disease.

Excluded are:

- Any CIN stage (cervical intraepithelial neoplasia)
- Any pre-malignant tumour
- Any non-invasive cancer (cancer in situ)
- Prostate cancer stage 1 (T1a, 1b, 1c)
- Basal cell carcinoma and squamous cell carcinoma
- Malignant melanoma stage IA (T1a N0 M0)
- Any malignant tumour in the presence of any Human Immunodeficiency Virus.

b) Heart Attack (Myocardial Infarction)

The death of a portion of the heart muscle as a result of inadequate blood supply to the relevant area. Diagnosis has to be confirmed by a specialist and evidenced by all of the following criteria:

- a history of typical chest pain
- new characteristic electrocardiogram changes
- elevation of infarction specific enzymes, Troponins or other biochemical markers

Excluded are:

- Non-ST-segment elevation myocardial infarction (NSTEMI) with only elevation of Troponin I or T
- Other acute Coronary Syndromes (e.g. stable/unstable Angina pectoris)
- Silent myocardial infarction

c) Stroke

Any cerebrovascular incident producing permanent neurological sequelae and including infarction of brain tissue, hemorrhage and embolization from an extra cranial source. Diagnosis has to be confirmed by a specialist and evidenced by typical clinical symptoms as well as typical findings in CCT Scan or MRI of the brain. Evidence of neurological deficit for at least 3 months has to be produced.

Excluded are:

- Transient ischemic attacks (TIA)
- Traumatic injury of the brain
- Neurological symptoms due to migraine
- Lacunar strokes without neurological deficit

d) Coronary Artery (Bypass) Surgery

The actual undergoing of open chest surgery for the correction of two or more coronary arteries, which are narrowed or blocked, by coronary artery bypass graft (CABG). The surgery must have been proven to be necessary by means of coronary angiography and realization of the surgery has to be confirmed by a specialist.

Excluded are:

- Angioplasty
- Any other intra-arterial procedures
- Key-hole surgery

e) Renal Failure (End Stage Renal Disease)

End stage renal disease presented as chronic irreversible failure of both kidneys to function, as a result of which either regular renal dialysis (hemodialysis or peritoneal dialysis) is instituted or renal transplantation is carried out. Diagnosis has to be confirmed by a specialist.

f) Major Organ Transplantation

The actual undergoing of transplantation as the recipient of a heart, lung, liver, pancreas, small bowel, kidney or bone marrow. Realization of the transplantation has to be confirmed by a specialist.

g) Paralysis

Total and irreversible loss of use of two or more limbs through paralysis due to accident or sickness of the spinal cord. These conditions have to be medically documented by a specialist for at least 3 months.

Excluded is:

- Paralysis due to Guillain-Barré-Syndrome

h) Blindness (Loss of Sight)

Total, permanent and irreversible loss of all sight in both eyes as a result of sickness or accident. Diagnosis has to be confirmed by a specialist (best by an ophthalmologist) and evidenced by specific test results.

i) Multiple Sclerosis

Unequivocal diagnosis of Multiple Sclerosis by a specialist (preferably by a neurologist). The disease has to be evidenced by typical clinical symptoms of demyelination and impairment of motor and sensory functions as well as by typical MRI findings.

For proving the diagnosis the Insured must either exhibit neurological abnormalities that have existed for a continuous period of at least 6 months or must have had at least two clinically documented episodes at least one month apart or must have had at least one clinically documented episode together with characteristic findings in the cerebrospinal fluid as well as specific cerebral MRI lesions.

j) Deafness (Loss of Hearing)

Total, permanent and irreversible loss of hearing in both ears as a result of sickness or accident. The diagnosis has to be confirmed by a specialist (best by an ear, nose and throat specialist) and evidenced by means of audiometry.

10. LIMITATIONS AND REDUCTIONS

- a) No Temporary Total Disability Benefit shall be payable for the first forty five (45) days of any period of Temporary Total Disability Benefit.
- b) The maximum cumulative amount of benefits from any all events

giving rise to the claim under this policy shall not exceed Rs. 3,000,000.

- c) If an event enables the Member to qualify for more than one Benefit, only one benefit will be paid, being the higher Benefit applicable.

11. CESSATION OF MEMBERSHIP

A Member shall cease to be a Member on any of the following:

- a) The Member's death, terminal illness, permanent total disability or critical illness;
- b) Cancellation of the Member's Card Facility;
- c) The Member having attained the age of 75 years;
- d) Non payment of Takaful Contribution by the Member for more than 90 days except in case of an event giving rise to a claim;
- e) In case the Member does not pay Monthly Installment against outstanding billed amount against his Faysal Bank Card at least three months prior to the date of event.
- f) Any other date on which the Member ceases to be eligible for cover for any fraudulent or criminal reason affecting the cover hereunder. Decision of the court shall be final in such cases;

- g) Notice from the Member that the cover be cancelled.

12. EXCLUSIONS

No benefit will be payable if the death, terminal illness, critical illness or disability of the Member results directly, wholly or partly as a result of or related to:

- a) Disease or incapacity or bodily injury which existed prior to commencement of takaful coverage;
- b) Suicide;
- c) Sickness occurring within 30 days of commencement of takaful coverage;
- d) Any deliberate self-inflicted injury
- e) Pregnancy, miscarriage, child birth or non-malignant disease accruing in or connection with female reproductive organs;
- f) Entering, servicing, operating, traveling in or ascending into or descending from any aircraft or aerial device except as a fare paying passenger on a licensed commercial airline flying on a regular scheduled flight.
- g) Riot, civil commotion, strikes and war (whether war be declared or

not);

- h) The influence of alcohol or drugs other than proper use of drugs prescribed by a legally qualified medical practitioner;
- i) Death or any disability of a Covered Member attributable to a specific condition or illness (or aggravated by a specific condition or illness) of which the Lender has been notified by us at or prior to the Commencement Date as being excluded from cover;
- j) Acquired Immune Deficiency Syndrome (AIDS), AIDS Related Complex (ARC) as defined by the World Health Organization from time to time or Presence of Human Immunodeficiency virus (HIV) as revealed by the positive HIV anti-body or HIV test;
- k) Catastrophes such as floods, epidemics, etc. resulting in 250 or more deaths;
- l) Service on duty with armed or paramilitary forces;
- m) Hazardous sports such as motorcycling, hunting steeple chasing, mountaineering, racing of any kind, winter, sports and diving;
- n) Heatstroke or sunstroke, poison, gas or fumes;
- o) Any Critical Illness which was diagnosed prior to the commencement of takaful coverage;

No Permanent Total Disablement Benefits will be payable in respect of a Member where the Member has previously received such benefits under any Card Takaful Policy.

13. ACCEPTANCE OF COVER

The written consent or verbal acceptance over telephone and the subsequent voice recording of the Card Member is deemed to be his/her consent for commencing cover under this Policy. After receiving the consent of the Cardmember, received and confirmed by the Bank, the Window Takaful Operator shall effect the cover.

The takaful contribution transaction shall be mentioned in the next Monthly Installment statement Required after the date of giving the consent. The Cardmember shall have the right to call or write to the Bank to cancel the cover. The Window Takaful Operator reserves the right to decline or to accept any Cardmember for cover or to accept him on any special terms and conditions it deems appropriate.

14. ASSIGNMENTS

The takaful cover provided for under this Takaful Policy and the benefits payable hereunder are not assignable.

15. CLAIMS

Written notice of claim must be presented to and received at the office

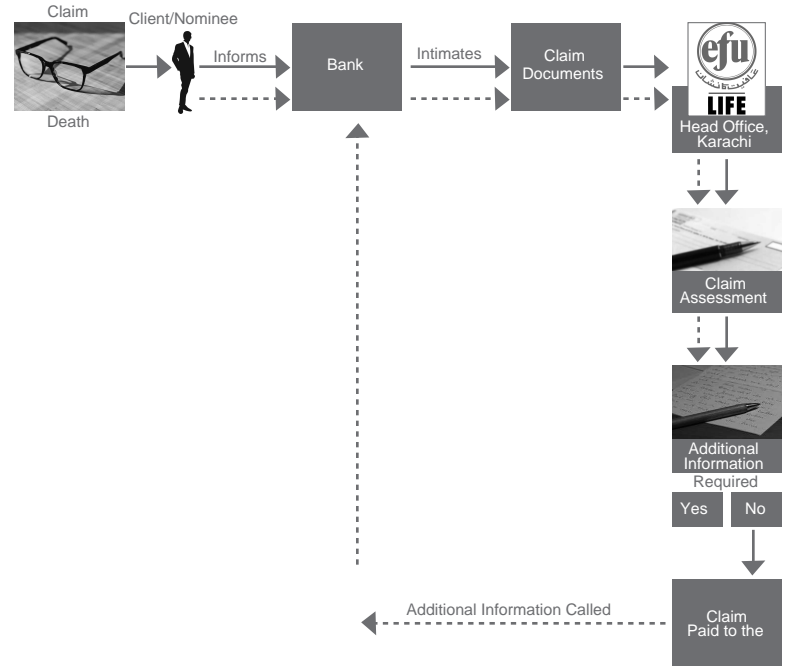
of the Window Takaful Operator issuing the Policy within 90 days of occurrence of event(s). The Member will provide, at his own expense, all certificates, information and evidence required by the Window Takaful Operator in respect of claims.

The takaful cover effected hereunder shall carry no surrender or paid up value.

16. (A) CLAIM SETTLEMENT PROCESS

Written notice of claim must be given to EFU - WTO Life immediately but in any case not later than 90 days after occurrence of event(s). All claims will be subject to such discharge, evidence of claim and proof of age of the member as EFU - WTO Life may require. Claim forms will be available with the bank. In case of claim of an insured member, EFU - WTO Life will require following documents:

- Copy of death certificate issued by union council
- Copy of National Identity Card of covered member
- Claimant's Statement
- Attending Physician's Report
- Copy of FIR
- Postmortem report, if conducted
- Last six months card statement / bill
- Disability Claim Form
- Any other requirement deemed to be necessary



16. CHANGE OF OWNERSHIP

If the business of the Bank shall be transferred to or succeeded by any person or corporation then, subject to the consent of the Window Takaful Operator, the payment of Takaful Contribution under this Policy may at the option of such person or corporation be continued in which case such person or corporation shall as from the date of such transfer or succession take the place of and be treated for all purposes of this Policy as being the Bank hereof.

17. TERMINATION OF THIS Takaful POLICY

Subject to these provisions and conditions, this Takaful policy is issued for an indefinite period and will remain in force as long as all the required takaful contributions are paid when due. However, the Window Takaful Operator reserves the right to terminate the Takaful Policy by giving 90 days notice. It is clarified that any such termination shall not affect the obligations assumed at any time prior to the effective date of termination.

Notwithstanding anything to the contrary in this Takaful Policy, the termination of this Takaful Policy shall have the following effects:

- a) No individual sum covered shall be payable under this Policy on the death, terminal illness, critical illness or disability of any person after the time of termination.

18. LAW

This Policy shall be governed by the Laws of Islamic Republic of Pakistan subject to the principles of Shariah as interpreted by Shariah Advisor of the Window Takaful Operator.

19. STATUTORY FUND

Under the provisions of the Insurance Ordinance 2000 and rule 8(3) of Takaful Rules 2012, this Takaful policy and any additional benefits shall be referable to the GFPTF of the Window Takaful Operator. The Window Takaful Operator may by endorsement to the Policy change the Statutory Fund(s) to which the policy and any additional benefits are referable.

End of the Provisions and Conditions

Important Disclosures

- FBL refers to Faysal Bank (Pakistan) Limited, a banking company incorporated under the laws of Pakistan and having its registered office at Faysal House, ST-02, Shahrah-e-Faisal, Karachi.
- Facility Protection Scheme is a family takaful product underwritten, issued and subject to Terms and Conditions set by EFU Life Assurance Limited. It is not a bank product. Contact Details of Underwriter:

EFU Life Assurance Limited
EFU Life House
Plot 112, 8th East Street, DHA Phase I, Karachi, Pakistan.
Tel: (021) 111-EFU-111(111-338-111)

Disclaimer:

- FBL is acting only as a distributor of Facility Protector on behalf of EFU Life Assurance limited and shall not be held responsible in any manner whatsoever to any person, including but not limited to, the insured customer(s), Beneficiary or any third party.
- Purchase of a family takaful policy i.e. facility Protector is a separate product and specifically contemplated by the customer.
- FBL will not be responsible in any manner if your application or claim is rejected by EFU Life Assurance Limited WTO nor will it investigate or provide any opinion on merits of the claim.

E-MAIL / SMS STATEMENTS

Definitions

“Customer” means Pakistani Resident having his / her Account with the Bank who wishes to avail Bank's E-mail / SMS statement service.

Terms and Conditions:

The following terms and conditions (“Terms and Conditions”) apply in the event that the Cardmember requests the Bank to transmit and provide the Cardmember periodical Statements of Account (“Statements”) via Electronic Mail (“E-Mail” / “SMS”)

instead of hard copy printed Statements entirely at the Cardmember's own risk and responsibility and for its convenience, and in consideration of the Bank agreeing at its absolute discretion to accept the request.

1. That the Bank is authorized and instructed, until written revocation instruction signed by authorized signatories to the Accounts or through standard process of Customer Interaction Center is received by the Bank, to transmit the Statement to the Cardmember via E-Mail at the E-Mail address specified instead of providing written / printed Statements by post or through counter-collection by the Cardmember.
2. The Cardmember hereby waives and discharges the Bank fully from any implied or express obligation of confidentiality / non-disclosure, which may result as a consequence of the Bank complying with this mandate and / or any breakdown, malfunction, erroneous or unauthorized transmission or access to the Statement and / or any claims for any loss or damage from the Cardmember.
3. The Bank may at any time terminate this mandate by notice in writing by giving a notice period of 30 days to the Cardmember, without

assigning any reason therefore. The Cardmember may terminate this Mandate by written instruction in original or through standard process of Customer Interaction Center and such termination will only be effective on the day following the delivery of such original written instructions.

4. The Cardmember acknowledges and places on record that there may be inherent problems in verifying the authenticity of Email transmissions, and the Bank shall provide the Statements via E-Mail in an unencrypted form in response to the Cardmember's specific request for the convenience of the Cardmember, and in so doing, deviate from the Bank's general operating procedure at the sole risk and responsibility of the Cardmember.
5. The Cardmember agrees to pay any charges levied by the Bank for providing the facility of Statements via E-Mail as per the Bank's Schedule of Charges as amended from time to time.
6. In case of "non-delivery" "delay" or "nontransmission" of the Statement, owing to the Cardmember's mail box being full or incorrect address provided, or any breakdown, virus, malfunction of the internet service provider or similar problems whatsoever, the Bank will not be responsible. In case of no receipt of the Statement, it shall be the responsibility of the Cardmember to contact the Bank and obtain the Statements.
7. In case of "non-delivery" or "delay" or "nontransmission" of the Statement, the Bank or any of its employees or representatives or officers will not be responsible for any direct, indirect, incidental or consequential loss,

that the Cardmember may suffer.

8. It is expressly agreed that the arrangements contained herein will be without prejudice to the Cardmember's obligations in respect of the Card and the Terms and Conditions applicable thereto.

SMS Alerts Definitions

Unless the context requires otherwise, the following words and phrases shall have the respective meaning ascribed hereto:

"Card Holder" means any individual who have an active Faysal Bank Credit Card

"Access" means the use of the network for the purpose of providing SMS based access to account information to the Customers.

"Alert" means the information provided by the Bank to the Customer relating to the account information and product information through the network based on SMS messages sent to the Customer generated by the Bank and / or sent to the Customer by the Bank at the specific request of the Customer.

"Account" means a specific account or more than one account including the Card Account which is linked to the network at the request of the Customer thereby enabling the Customer to utilise the services.

“Account information” means information pertaining to the account(s) maintained by the Customer with the Bank

“Telco” means the cellular phone company which has entered into agreement with the Bank for the purposes of providing mobile phone banking facilities to the customers of the Bank.

“Customer” means any individual who maintains a Bank account with the Bank and is a subscriber of services offered by the Telco card holder.

“Network” means access to the services over the GSM / TDMA cellular telephone network of the Telco.

“Product Information” means the information pertaining to various products of the Bank provided to the customer from time to time at the Bank’s discretion.

“Services” means the SMS-based information services provided to the customers through the network.

“SMS” means short messaging service which includes the storage, routing and delivery of alphanumeric messages over GSM / TDMA telecommunications system.

9. The capitalised terms used above would have the same meaning as those contained in the Card Terms and Conditions.

Terms and Conditions

- The card holder is registered to the SMS Alert facility of the Bank on availing the Card whereby the card holder shall receive Short Messaging Service (“SMS”) Alerts on the card holder’s mobile phone number in the form of customised messages. The card holder shall not be able to undertake any transaction through the SMS Alert facility. The SMS Alerts shall only be sent to the mobile phone number which has been specifically provided by the card holder for the purposes of this clause.
- Such SMS Alerts will be available to the card holder only if the card holder is within the cellular service range of the particular cellular service provider of the card holder.
- If the card holder suspects that there is an error in the information contained in the SMS Alert sent to him, he / she shall inform the same to the Bank as soon as possible and the Bank shall endeavor to correct the error wherever possible on a best effort basis.
- The card holder agrees that the SMS Alert facility provided to the card holder is an additional facility for his / her convenience and is susceptible to delay, error, omission and / or inaccuracy. The card holder shall not hold the Bank liable for any loss, damages etc., that may be incurred / suffered by the card holder on account of the SMS Alert facility.
- The Bank shall not be liable for any unauthorized use / access to the

information and / or SMS Alert sent by the Bank to the mobile phone number of the card holder or for fraudulent duplicate or erroneous use / misuse of such information by any third person.

- Notwithstanding the above, it is clarified that even though the card holder has hereby subscribed to the SMS Alert facility, the Bank is under no obligation to send SMS Alerts to the card holders. Furthermore, the Bank reserves the right to send the SMS alerts to only those card holders who are availing the services of a specific cellular service provider.
- The Customer hereby authorizes the Bank to send promotional messages including the products of the Bank, greetings or any other messages the Bank may choose to send from time to time.
- The Customer agrees, unconditionally and irrevocably, that such messages / calls made by the Bank or its agents will not be considered as a breach of privacy.
- The Customer acknowledges and accepts that the services being provided are dependent on the infrastructure, connectivity and services being provided by the Telcos within and outside the country and that the time lines and accuracy of the information sent by the Bank will depend on factors affecting the Network within and outside the country. The Bank shall not under any circumstances whatsoever, be liable for non-delivery or delayed delivery of information nor for error, loss or distortion in transmission of information to the Customer.

- The Bank will not be held responsible for any failure or delay on the part of the Telco to reload prepaid airtime of the Customer nor will the Bank be concerned with or held responsible for the suspension or permanent / temporary blocking of airtime allocated to Customers utilising postpaid airtime from the Telco. Customer complaints against the Telco will be addressed directly by and between the Customer and the respective Telco.
- The services being provided by the Bank in relation to Mobile Phone Banking facility may be temporarily suspended at any time for the purpose of carrying out repair and maintenance work in respect thereof, such suspension may also be carried out with respect of any security procedure required to be followed by the Bank.
- The Customer acknowledges that the services of the Bank will be implemented in different phases and that the Bank may decide to add certain facilities in addition to the services already provided. Conversely, the Bank may in its absolute discretion decide to cancel or remove any part of or the entire services being provided to the Customer at any time without prior notice in respect thereof.
- The services being offered by the Bank shall be subject to charges as provided in the Schedule of Charges (SOC) of the Bank, which may be revised from time to time and communicated through revised / latest SOC. Further, the Customer shall be liable for payment of aforementioned services and / or such airtime or other charges which may be levied by the Telco or the Bank in connection with receiving the Alerts. In the

event that the Customer is required to make any payment in connection with the use of the services, the Bank shall have the right to debit the Customer's account(s) with the Bank. However, in case neither the Customer pays the charges nor sufficient balance available in his / her account, the Bank reserves the right to suspend the services without any prior notice.

SMILE POINTS (REWARDS) PROGRAMME

Definitions

Capitalised terms used in relation to the Rewards shall have the following meaning and if not defined below shall have the same meaning as attributed to the terms in the definitions applicable to the Terms and Conditions of the FBL Islami Card

“Card” means MasterCard issued by the Bank to a Cardmember.

“Cardmember” means the primary Cardmember, and specifically excludes the Supplementary Cardmembers.

“Redemption Partner Outlets” means any merchant, outlet, shop, restaurant, chain store, hotel, gas station, boutique, shopping mall, grocery store, retailer, super store or another similar establishment which is in the business of selling goods and services to Customers, which offers rewards on the Card under the Rewards Programme.

“Rewards” means a product, gift, service, voucher or entitlement available to a Cardmember under the Reward Programme, and is redeemable at the Redemption Partner Outlet of the Bank.

“Eternal Rewards” means rewards points that will be redeemed by the Bank for charity & donation on quarterly basis on behalf of the customer

“Smile Point (Rewards) Programme” or “Rewards Programme” means the benefit program for the Cardmembers operated by the merchants who are in contract with the Bank and facilitated by the Bank through its Card issuance and the CHIP / Magnetic Strip Card acceptance machines placed at the above merchants and pursuant to these Terms and Conditions as amended from time to time.

“Point” means a point accumulated by a Cardmember towards participation in the Rewards Program through the use of Card by the Cardmember. Point calculation is determined by the Rewards Programme mechanism.

Smile Points (Rewards) Conditions

1. The Smile Points (Rewards) Programme is an incentive and promotional offer available only to the basic Cardmember (and specifically excludes the Supplementary Cardmember).
2. During the continuation of the Smile Points (Rewards) Programme, the

Cardmember will be awarded one (1) Smile Point on each spend of Rupees (PKR 50 or equivalent foreign currency) and the Customer Account is charged for the said amount only, or retail purchase, utility bill payments and balance transfer. The Bank reserves the right to change, at any time, the amount requisite to earn one (1) Smile Point

3. Cardmember has to make payment using his / her Card at the Redemption Partner Outlets to qualify for the Smile Points (Rewards) Programme.
4. The Rewards will only be redeemed by inserting the Card Chip / Magnetic Strip into an E-access terminal at the payment counter of the Redemption Partner Outlets.
5. The Cardmember can find out the status of the Smile Points by calling the Bank's 24 hour Customer Interaction Centre at 111 060 606 or by checking the last Card Statement of Account, inserting or swiping the Card at any E-access terminal present at a Redemption Partner Outlet.
6. The Smile Points accumulated under the Account are only redeemable by the Cardmember if the Card Account is open (i.e. not cancelled or terminated by either the Cardmember or the Bank), is not fraudulently operated, and is current (i.e. there are no Outstanding Balances in respect of the Card Account).
7. Points are not transferable to any other person and are not exchangeable, refundable, or redeemable for cash or credit under any circumstances,

are not replaceable in the event of loss or destruction after being issued and are subject to such Terms and Conditions as may be prescribed by the issuer of the same.

8. The Smile Points may be used for part payments of goods and / or services. You may pay the balance in cash or charge it to your Customer Account.
9. Points earned by a Supplementary Cardmember will be credited to the account of the Cardmember and may be redeemed only by the Cardmember.
10. In case the merchant or the Cardmember forgets to insert the Chip / Magnetic Strip after the Card Transaction, no Reward Points will accrue to the Cardmember.
11. Smile Points accumulated under the Account will be cancelled / forfeited in the following events:
 - (i) The Cardmember has failed to pay the Liabilities as demanded by the Bank, resulting in the Card being cancelled and the Card Account being declared delinquent.
 - (ii) The Cardholder himself opted for the cancellation of his Card, resulting in his Card Account being declared cancelled/closed in the Bank system.

- (iii) The Card Account has expired or has ceased to be effective
 - (iv) The Cardmember has failed to comply with the FBL Islami Card Terms and Conditions
 - (v) Accumulated Smile Points are not redeemed within 18 months
12. A Cardmember shall not accumulate any points with respect to cash Withdrawal transactions, Profit payment, Musawammah Payment, return cheque charges, conversion fees, disputed transactions, and takaful cover contribution.
13. The Bank shall not be liable / responsible in respect of any issues / complaints / demands / claims / loss and / or damage related to / in connection with all or any benefits / services / rewards offered to the Cardmembers by the Bank.
14. In performance of the Smile Points (Rewards) Programme, Bank shall not be responsible for any delay or nonperformance from the participating Redemption Partner Outlets.
15. Bank gives no warranty (whether express or implied) whatsoever with respect to goods and services availed through exchange of accumulated Smile Points. In particular but without limitation, Bank gives no warranty with respect to the quality of the goods or services or their suitability or fitness for any purpose.

16. The Bank shall not be liable if the items purchased through Redemption of Smile Points from the participating Redemption Partner Outlets are not of standard quality, defective or damaged.
17. Bank is entitled at any time by giving a 30 day notice to the Cardmember in any manner whatsoever to terminate Smile Points or cancel or vary its benefits of features, or vary, or add to or delete any of these Terms and Conditions, or withdraw or change the participants of Smile Points, or modify or limit the value of Smile Points and / or the manner of their redemption even though any of such acts may diminish the value of the Smile Points already accumulated.
18. Items purchased through Redemption of Smile Points are not exchangeable, refundable, or redeemable for cash or credit under any circumstances, are not replaceable in the event of loss or destruction once bought and are subject to such Terms and Conditions as may be prescribed by the participating Redemption Partner Outlets.
19. The Bank shall not be liable if the Bank is unable to perform its obligations under these Terms & Conditions, due directly or indirectly to the failure of any machinery or communication system, including E-access POS Terminals, industrial dispute, war, act of God, or anything outside the control of the Bank, nor shall the Bank be responsible for any delay in the transmission to the Bank of evidence of Reward Transactions by the participating Redemption Partner Outlets or any other third party.
20. If at any time any dispute arises in connection with either the Smile

Points or these Terms and Conditions, the Bank's decision in connection with the same shall be final and binding.

21. For the purpose of Eternal Rewards, Cardmember authorizes the Bank to redeem the reward points earned on Card spend which are available on thier FBL IslamiCard and pay to any charitable organization under charity/donation (as Sadqa) ambit at its own discretion. Cardmemembr also acknowledges that this donation/charity amount will not be accounted under Zakat
22. Disputes & Resolution
- i). The Bank shall be entitled, in its discretion to withdraw a claim by a Cardmember in which a Cardmember has claimed that a Card Transaction(s) is fraudulent and denies carrying out the relevant Card Transaction(s), if an investigation by the Bank subject to (chargeback) rights available in compliance with franchise rule of MasterCard/VISA, it is proven that the Cardmember had received SMS from the Bank, in the registered mobile number of the Card member informing the Cardmember of the alleged disputed Card Transaction(s) but the Card member failed in blocking the Card by informing the Bank on an immediate basis by calling the helpline and blocking the Card. The Card Transaction(s) which are posted to the Card Member's Card Account as a result of the Card Member's failure to block the Card as aforesaid shall be treated as authorized Card Transaction(s).

The Bank shall be entitled, in its dcretion to withdraw a Card member Card Transaction investigation claim, relating to Card Absent Environment, in accordance with the franchise rules of MasterCard in case the Customer notifies the Bank of the lost, stolen or misused Card after the Card Transactions have exceeded 15 in number.

RESTRICTION OF CARD USE ON SPECIFIC MERCHANT CATEGORY CODES:

In view of Faysal Bank Shariah Complainece , following Merchant Category Codes (MCC) are classified as Non-sahriah complaint and will be blocked for use of Faysal Bank IslamiCard

MCC 5733	Music Stores-Musical Instruments, Pianos, Sheet Music
MCC 5813	Bars, Cocktail Lounges, Discotheques, Nightclubs, and Taverns- Drinking Places (Alcoholic Beverages)
MCC 7221	Photographic Studios
MCC 7297	Massage Parlors
MCC 7800	Government Owned Lottery (US Region only)
MCC 7801	Internet Gambling
MCC 7802	Government Licensed Horse/Dog Racing
MCC 7832	Motion Picture Theatres
MCC 7911	Dance Halls, Schools, and Studios
MCC 7922	Theatrical Producers (except Motion Pictures), Ticket Agencies
MCC 7929	Bands, Orchestras, and Miscellaneous Entertainers-not elsewhere classified

3D SECURE SERVICE

3D Secure is a service which provides the Card holder with additional security when shopping online using their Card on merchant websites which subscribe to the services of 3D Secure.

TERMS AND CONDITIONS

The terms (the "Terms") regulate the usage of 3D Secure services implemented for Cardholders using their Cards for online transactions on merchant websites ("3D Secure service"). All capitalised terms used herein but not defined shall have the same meaning as prescribed under the Card Terms and Conditions

3D Secure Service Provided by the Bank and Acceptance of Terms:

- The Bank provides 3D Secure service to the Cardmember, but the Bank may use third-party service providers to operate the service or part of it on its behalf.
- The Bank shall provide Cardmembers with 3D Secure services to enable Cardmembers to pay for goods and services over the internet for all 3D Secure Service Websites. Any applicable terms and conditions related to E-commerce shall be displayed on the 3D Secure Services Website, which regulate the processing of virtual transactions and have to be read in conjunction with these Terms and Conditions. It contains important information about the Cardmember's legal rights and obligations, as well as the Bank's

legal rights and duties. It is the Cardmember's duty to speak to the Bank if they do not understand any part of the Terms and Conditions and/or any product and/or service-specific terms and conditions, prior to entering into the 3D Secure transaction.

- The Cardmember hereby agrees that use of 3D Secure service shall represent the Cardmember's explicit acceptance of these Terms, and that any continued use of 3D Secure service after the Cardmember has been advised of revisions to these Terms shall constitute the Cardmember's agreement and acceptance to such revised Terms, and any applicable posted guidelines or rules. Unless explicitly stated otherwise, any new features that augment enhance or otherwise change 3D Secure service shall be subject to these Terms. Upon the Bank's discretion and request, the Cardmember agrees to sign a non-electronic version of these Terms.

5.2 Internet Access

- 5.2.1 In order to use 3D Secure service, the Cardmember must have the ability to access the Internet and must pay any service fees associated with such access. In addition, the Cardmember must have the equipment necessary to make such a connection to the internet, including a computer and modem or other relevant device.
- 5.2.2 The Cardmember must register a valid mobile phone number and/or e-mail address with the Bank to use 3D Secure service. The Cardmember shall ensure the latest mobile phone number and/or e-mail address

that the Bank has in its files is the Cardmember's most up-to-date number and/or email address before using 3D Secure service. In case the Cardmember's mobile phone number is not registered with the Bank, the Bank shall not be responsible for failure to provide the 3D Secure service and/or any loss caused to the

- 5.2.3 By selecting the channel of One Time Password ("OTP") communication, the Cardmember authorises the Bank to send the six (06) digit OTP at his/her mobile number and/or email address, registered with the Bank.
- 5.2.4 The Cardmember hereby, acknowledges and agrees that SMS delivery and/or e-mail delivery is beyond the Bank's control. Besides, there may be delays/non-delivery of the SMS delivery and email delivery, for which the Bank shall by no means be liable/responsible in any manner whatsoever.
- 5.3 Use of 3D Secure service
- 5.3.1 To prevent unauthorised use of your Card online, 3D Secure service will introduce a new security step when the Cardmember makes an online payment on any 3D Secure Service Website. All 3D Secure Service Websites shall have a "3D Secure", "Verified by Visa" and/or "MasterCard Secure Code" logo appearing on that website.
- 5.3.2 Every time the Cardmember uses 3D Secure service on a 3D Secure Service Website, the Cardmember shall be directed to a 3D Secure webpage. All Cardmembers are automatically registered for the 3D

Secure service.

- 5.3.3 Every time the Cardmember tries to make an online payment with a 3D Secure Service Website, the Cardmember will be prompted to click on a button to request a unique, six (06) digit OTP. An OTP will then be sent by SMS and/or email as per the Cardmember's preference. The OTP the Bank sends the Cardmember shall be unique for each transaction and shall be valid for only 10 minutes.
- 5.3.4 If the OTP is entered incorrectly by the Cardmember, the merchant may reject the corresponding transaction, for which the Bank shall not be liable in any manner whatsoever.
- 5.3.5 By using 3D Secure service, the Cardmember assents to the use of 3D Secure service to evidence the Cardmember's identity, including for purposes of authorisation of transactions authorised in advance to recur at substantially regular intervals.
- 5.3.6 The Cardmember hereby understands and unconditionally agrees to a lag between Card activation/contact update enrolment of SMS Alerts and/or e-Statement and being able to use 3D Secure services is not in the control of the Bank, and further agrees to absolutely keep and hold the Bank harmless and indemnified in that regard.
- 5.3.7 To successfully use 3D Secure services, the Cardmember must provide accurate and up-to-date contact information to the Bank and have access to the Cardmember's mobile phone and/or email account.

Please note that any Cardmember that does not provide the Bank with their updated contact details and is not enrolled for SMS Alerts and/or e-Statement service for their Card, shall not be allowed to use the 3D Secure service.

- 5.3.8 The contact information used by the Bank will be the contact information provided by the Cardmember in their initial application, as may be updated by the Cardmember from time to time. For supplementary Cardholders, the contact information used will be the contact information provided at the time of initial application, or updated from time to time by the Cardholder or the Supplementary Cardholder. Please note that enrolment for SMS Alerts and/or e-Statement service is not applicable for Supplementary Cardholder.
- 5.3.9 If the Cardmember provides any contact data that is untrue, inaccurate, not current or incomplete, or if the Bank has reasonable grounds to suspect that the Cardmember's contact data is untrue, inaccurate, not current or incomplete, the Bank shall have the right to suspend, terminate, or refuse the Cardmember's current or future use of the 3D Secure service.
- 5.3.10 If the Cardmember is unable to provide adequate information to validate their identity, the Bank may not be able to provide the 3D Secure service to such Cardmember, and therefore the Bank reserves the right to not allow the Cardmember to use the 3D Secure service. The Cardmember hereby warrants that the information is correct and that the Cardmember

has the legal right to use the Card they transact with using this 3D Secure service.

- 5.3.11 If there is any inconsistency between Bank's internal records, and information relating to Card and related account(s) or the Cardmember's use of the 3D Secure service, the Bank's internal records shall prevail in the absence of evidence to the contrary.
- 5.3.12 In the event the Cardmember has a question regarding the 3D Secure transaction, or about using 3D Secure service, they shall direct that question to the Bank's 24-hour Phone Banking at 021 111 11 06 06 06
- 5.4 Discontinuation/Suspension 3D Secure service
- 5.4.1 The Bank reserves the right to discontinue or suspend 3D Secure service any time and for any reason, subject to 30-day prior written notice. The Bank shall not be liable to the Cardmember if a duly executed discontinuation causes the Cardmember any loss.
- 5.4.2 The Bank shall discontinue or suspend the 3D Secure service for the Cardmember forthwith, if any of the data the Cardmember has provided to the Bank is incorrect, not current or incomplete, or the Bank has reasonable ground to suspect it might be. In the event that the Bank is required to discontinue the 3D Secure service in order to comply with a statutory requirement, or under a regulatory or government order or directive, and such discontinuation must occur in less than 30 days, the Bank shall provide to the Cardmember advance written notice of

such discontinuation in accordance with the statute, order, or directive.

Cardmember's Responsibilities

- i. The Cardmember undertakes to comply with all applicable laws, statutes, ordinances, and regulations in the Cardmember's use of 3D Secure service or 3D Secure Websites.
- ii. The Cardmember also acknowledges and agrees to the following responsibilities:
 - a) To verify that the information entered on all merchant order forms is accurate;
 - b) To verify that the information displayed in the 3D Secure service transaction screen is correct for each purchase;
 - c) To be fully responsible for all transactions or other activities that occur or are undertaken using the Cardmember's Card, 3D Secure service, and/or any OTP issued;
 - d) To safeguard the confidentiality of any OTP for 3D Secure service, and to not transfer or sell the use and/or access of such OTP to any third party;
 - e) To immediately report to the Bank if any OTP or Card issued to the Cardmember for 3D Secure service is stolen or compromised,

or if any of the Cardmember's verification information is compromised;

- f) To defend, indemnify, and hold harmless the Bank and its service providers from all third party claims; and
- g) To be conversant with the statement of charges of Cardmembers, which the 3D Secure service is governed under along with any applicable charges, as may be amended from time to time.

iii. Things Not to Do The

Cardmember hereby agrees, acknowledges, covenants, confirms, and undertakes not to do the following under any circumstances whatsoever:

- a) Upload, post, email or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment used by 3D Secure service;
- b) Spam or flood any 3D Secure Service Website;
- c) Modify, adapt, sub-license, translate, sell, reverse engineer, decompile or disassemble any portion of the 3D Secure service, 3D Secure Service Website, or the software used in connection with 3D Secure service;

- d) Remove any copyright, trademark, or other proprietary rights notices contained in 3D Secure service;
- e) "Frame" or "mirror" any part of the 3D Secure Service Website whatsoever, or 3D Secure service without the prior written authorisation of the Bank;
- f) Use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, "datamine", or in any way reproduce or circumvent the navigational structure or presentation of the 3D Secure Service Website, or the 3D Secure service or its contents;
- g) Otherwise interfere with, or disrupt, 3D Secure service, any 3D Secure Service Websites, or servers or networks connected to 3D Secure service, or violate these Terms and Conditions or any requirements, procedures, policies or regulations of 3D Secure service or of any networks connected to 3D Secure service;
- h) Intentionally or unintentionally violate any applicable local, state, national or international statute, regulation, regulatory guideline or judicial or administrative interpretation, or any rule or requirement established by the Bank or its service providers in connection with the Cardmember's use of 3D Secure service;
- i) Resale 3D Secure service, or any 3D Secure Service Website or any part thereof; make a derivative of 3D Secure service or this

- website or any part thereof; collect or use any information provided by other users without their express written consent, or engage in any form of data mining or data extraction with respect to any data accessible through 3D Secure service or this website;
- j) Use 3D Secure service or 3D Secure Service Website in a manner that would:
 - (i) infringe any third party copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy;
 - (ii) be fraudulent or involve the sale of counterfeit or stolen items;
 - (iii) violate any law, statute, ordinance, or regulation (including without limitation those governing export control, consumer protection, unfair competition, anti-discrimination, or false advertising);
 - (iv) be false, misleading, or inaccurate;
 - (v) create liability for the Bank or its service providers, or cause the Bank or its service providers to lose (in whole or in part) the services of its third party providers;
 - (vi) be defamatory, trade libelous, unlawfully threatening, or

unlawfully harassing; or

(vii) be obscene, pornographic, or contain child pornography;

k) Gain access or attempt to gain access to any information, software or data on the Bank's or its service providers' servers or otherwise within their control which is encrypted, protected by security procedures or devices or (except for the Cardmember's personal information) otherwise not generally made available to the public;

l) Use 3D Secure service or 3D Secure Service Website in a manner which will or might interfere with the full use and enjoyment by other users of 3D Secure service or 3D Secure Service Website; or

m) Impersonate any person or entity using 3D Secure service. The Cardmember acknowledges that various goods or services offered from retailers may be prohibited in the Cardmember's geographic area.

5.8 The Bank's Liability

5.8.1 The Bank shall not be liable to the Cardmember or any third party for any modification, suspension or discontinuance of 3D Secure service.

5.8.2 Under no circumstances shall the Bank be liable for any consequential, incidental, special or indirect losses or other damages, such as any

damage to the Cardmember's computer or telephone service resulting from the Cardmember's use of 3D Secure service.

5.8.3 The Bank shall not accept any responsibility for, and will not be liable for, any damages to, or any viruses which may affect, the Cardmember's computer equipment or other property on account of the Cardmember's access to, use of, or downloading from 3D Secure Service Website.

5.8.4 If the Cardmember has acted negligently or fraudulently, or in contravention of the clauses of these Terms or the Terms and Conditions, the Cardmember shall be liable for all claims, losses and consequences arising from or in connection with the Cardmember's use of the 3D Secure service.

5.9 Cardmember Disputes with the Retailer

5.9.1 The Cardmember's correspondence or business dealings with, or participation in promotions of, online retail or other merchants on or through 3D Secure service including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between the Cardmember and such merchant and the Bank shall not be responsible or liable for any loss or damage of any sort incurred as a result of any such dealings in any manner whatsoever.

5.9.2 By making 3D Secure service available to the Cardmember, the Bank is not representing, giving any warranty, or indicating that the Bank

recommends or endorses any merchants, nor does the Bank verify the merchant's identity. The Bank hereby disowns any representation/warranties in this connection.

5.9.3 The Cardmember hereby expressly understands and agrees that any software obtained through the use of 3D Secure service is downloaded and used at the Cardmember's own discretion and risk and that except as otherwise provided in these Terms as may be revised/updated from time to time, the Cardmember shall be solely responsible for any damage to the Cardmember's computer system or loss of data that results from the download or use of any such software or other materials through 3D Secure service.

5.9.4 Except as otherwise required by any applicable state law, the Bank makes no representations or warranties about 3D Secure service of any kind, express or implied, including any warranties as to merchantability or fitness for a particular purpose. Applicable law may not allow the exclusion of implied warranties, so the above exclusions may not apply to you.

5.10 Amendments in Terms and Conditions

5.10.1 The Bank reserves the right to amend these Terms, from time to time as the case may be. In the event of such amendment, the Bank shall upload the latest version on the Bank's website and continued use of 3D Secure service from there on by the Cardmember shall be constituted as the Cardmember's acceptance to the amended Terms and Conditions.

5.10.2 The Bank shall try to give Cardmember notice of any changes the Bank makes to these Terms as soon as practicable. If the Bank makes a change which is (in the Bank's sole discretion) detrimental to the Cardmember, the Bank shall give the Cardmember at least 30 days' notice. Any notice the Bank provides the Cardmember relating to these Terms may be through any of a number of channels, which could include uploading the new Terms on the the Bank's website), sending the Cardmember an SMS, or other electronic means of communication, as the Bank shall deem fit.

5.11 Intellectual Property Rights of 3D Secure Service Website

5.11.1 3D Secure service and 3D Secure Service Website, and the proprietary rights and Intellectual Property rights are owned by the Bank and/or its service providers. Intellectual Property means inventions, know-how, patents, patent rights, and registrations and applications, renewals and extensions therefor, copyrights, copyrightable works/authorship (including, but not limited to, computer code, themes, objects, concepts, artwork, animation, sounds, audio-visual effects, methods of operation and any related documentation), copyright registrations and applications, renewals and extensions therefore, trademarks, service marks, trade names, trademark registrations and applications, renewals and extensions therefor, rights-in-trade dress, rights of paternity, attribution, integrity and other similarly afforded "moral" rights, trade secrets and other intellectual property and proprietary rights recognised by Pakistan law and applicable foreign and international laws, treaties and conventions.

5.11.2 3D Secure service, the Bank's website, and 3D Secure Service Website are protected by copyright and other laws of the Pakistan and other countries. The Bank and/or its suppliers retain all rights, title, and interest in 3D Secure service, the Bank's website, and 3D Secure Service Website and all content, information, websites, software, and other materials related thereto, excluding certain content and technology which may have been created and/or is owned by retailers or third parties.

5.11.3 The Cardmember agrees not to act in any way whatsoever, so as to infringe, or appear to infringe upon any of the Intellectual Property rights pertaining to 3D Secure service, and its corresponding website, for any reason whatsoever, or for any purpose whatsoever, without the express prior written consent of the owner of such specific Intellectual Property right in each instance.

5.12 Indemnification

By accepting these Terms, the Cardmember agrees to defend, indemnify and hold harmless the Bank and its service providers from and against any and all third party claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or related to any breach by the Cardmember of these Terms, or any use of 3D Secure service by the Cardmember or under Cardmember's authorisation/control. The Bank reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by the Cardmember, in which event the

Cardmember will cooperate with the Bank in asserting any available defenses. The Cardmember shall not settle any action or claims on the Bank's behalf without the Bank's prior written consent.

5.13 Governing Laws

These Terms and Conditions shall be subject to the applicable laws of Pakistan and all disputes shall be referred to the courts of law (as applicable).

5.14 Age and Responsibility

The Cardmember represents that they are of sufficient legal age to use 3D Secure service and to create binding legal obligations for any liability the Cardmember may incur as a result of the use of 3D Secure service. Except as otherwise provided by Applicable Law or in Terms and Conditions, the Cardmember understands that they are financially responsible for all uses of 3D Secure service by the Cardmember and those authorised by the Cardmember to use their password or other verification information.

CHIP & PIN

Your Faysal Bank Cards have an embedded microchip on which your Card data is securely stored ensuring that your Card is unique and cannot be duplicated.

When making a cash or retail transaction with your new Chip & PIN Card, at a merchant, you need to enter your 4-digit PIN. That means that if your Card is ever lost or stolen, no one else can use it, because only you know your PIN. This provides you with an additional layer of security for all your transactions and ultimately much more peace of mind.

At the time of card activation, you will now be required to generate a Personal Identification Number (PIN) by contacting Phone Banking at 021-111-06 06 06

When you use your Card to make a purchase at a merchant outlet, the merchant will insert the card in the POS machine and you will be required to enter a PIN while the card is still in the machine. The Chip inside the card will authorize the transaction and you will not have to sign a receipt

You can

Follow these steps when conducting a transaction with your Card at a merchant outlet:

- Merchant inserts your card in a PIN enabled POS machine and enters the transaction amount
- The POS machine prompts for a PIN to be entered by you
- Upon entering the correct PIN, the transaction is confirmed and completed.
- For POS machines without PIN authentication support, you will have to complete the transaction by signing the receipt.

- If you enter the wrong PIN more than three times, it will render the card temporarily blocked. You will then have to contact Phone Banking at 021-111-06 06 06 to reset the PIN.

CONTACTLESS

Mastercard contactless payments allow card holders to shop conveniently and quickly at the POS with just the tap of their card. Contactless payment is ideal for places where speed counts and is accepted at millions of locations nationwide. Contactless transactions do not require you to swipe your Card or enter your PIN code (unless above the payment threshold) into the POS machine

The limit for contactless transactions can be changed at any time by the associations and/or the merchant's acquiring bank and pertains to transactions made in Pakistan. In other countries, the limit might be set differently according to the rules in force. Transactions for amounts above the defined limits will be completed using your PIN. A contactless payment can be rejected at any POS machine and instead the cardholder may be required to perform the transaction using the PIN.

CARD ON FILE

Card on file are recurring payments or billing) that take place when Cardmember authorizes a merchant to charge them repeatedly for goods or services on a prearranged schedule (monthly, weekly, daily or annually) or as per request for payment. Card on file enables Cardmembers to automatically make payment for goods and services on online transaction or Merchant Apps quickly and in hassle free manner.