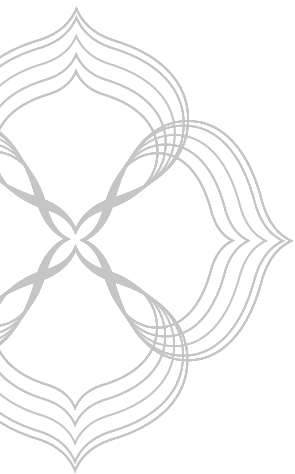




BIBD Credit Card

Terms and Conditions



BIBD Credit Card Terms And Conditions

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

1. DEFINITION

1.1 In these Terms:

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

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

"Application" means an application for the issuance of a Card upon these Terms;

"Authority" means Autoriti Monetari Brunei Darussalam ("AMBD");

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

"Bank or BIBD" means Bank Islam Brunei Darussalam Berhad, its subsidiaries, its successors and permitted assigns;

"BIBD Mobile" means the Mobile Internet Banking system made available by BIBD enabling the Customer to communicate with BIBD through any electronic medium or form of telecommunications;

"BIBD NEXGEN Wallet" means an electronic device or application which allows the Cardmember to make e-commerce transactions using BIBD Mobile.

"BIBD Online" means the Retail Internet Banking System made available by BIBD to enable the Customer to effect transactions online through any electronic medium of payment accepted by the Bank;

"Card" means any/all types of BIBD Mastercard Card and BIBD Visa Card with or without Contactless capabilities ("Contactless Card"), issued by the Bank pursuant to these Terms including a Card issued by the Bank by special arrangement with an association, club or any legal entity and any renewal or replacement thereof, and subject to Clause II, includes a Supplementary Card;

"Card Account" means the account opened and maintained with the Bank in relation to the Card in the name of the Principal Cardmember in accordance with these Terms;

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

"Card Limit" means the maximum credit limit permitted under the Card Account as notified by the Bank to the Principal Cardmember from time to time;

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

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

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

“Cardholder Not Present Transaction or Card Not Present” means a transaction which is not made in the physical presence of a Merchant. The transaction can be made over the telephone or online or through the internet;

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

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

“Combined Limit” means the aggregate Card Limit of all the Card Accounts held by the Cardmember and the Supplementary Cardmember;

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

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

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

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

“Due Date” refers to the date on which payment is to be made in respect of the outstanding payment or Minimum Due Payment which must be made by the Cardmember within 30 days from the date of the Statement;

“Event of Default” means any of the events specified in Clause 16 of the Terms;

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

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

“Merchant” means any retailer or establishment with the exception of retailers or establishments offering/dealing in Shariah approved, that is, Halal merchandise and services, which accepts BIBD Cards as a medium of payment for the purchase of their goods and/or services and such payment shall be charged to the Card Account;

“Minimum Payment” means the amount determined in accordance with Clause 7.6;

“Near Field Communication (NFC)” means a technology which allows two compatible devices such as smartphones and devices like payment readers to communicate within a short range to enable secure and contactless payment transactions which do not require any physical contact between the payment device and the payment reader;

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

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

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

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

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

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

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

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

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

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

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

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

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- 1.2 Words referring to the singular number shall include the plural number and vice versa.
- 1.3 Words referring to the masculine gender also refer to the feminine and neuter genders.
- 1.4 Reference to a person includes reference to a sole-proprietorship, partnership, firm company, corporation or other entity.
- 1.5 Reference to a Clause is to a clause of these Terms.
- 1.6 The headings to the Clauses are for reference only and shall not be taken into consideration in the interpretation or construction of these Terms.

2. ISSUANCE, COLLECTION AND ACTIVATION OF THE CARD

- 2.1 The Card is issued upon meeting the prerequisite requirements set by the Bank and regulatory requirements.
- 2.2 Any successful issuance of the Card must not be closed within six (6) months of its issuance.
- 2.3 The Card may only be made available to individuals aged 21 years and above for Principal Cardmembers and 18 years and above for Supplementary Cardmembers.
- 2.4 The Cardmember may opt to collect the Card personally or request the Bank to send the Card and any renewal or replacement thereof by post to the address provided by the Cardmember to the Bank, at the sole risk of the Cardmember.
- 2.5 If the Cardmember opts to collect the Card personally, the Cardmember is required to collect the Card within thirty (30) days from the date the Cardmember is notified that the Card is ready for collection. Failing which, the Card will be cancelled. Notwithstanding the foregoing, the Cardholder may request for the re-issuance of the Card subject to payment of the prescribed fee imposed by the Bank.
- 2.6 Where the Cardmember authorises another person to collect the Card on the Cardmember's behalf, the Cardmember agrees to release the Bank from any claims, actions or proceedings for any loss or damages that the Cardmember may incur or suffer arising from the release of the Card to the other person.
- 2.7 Without prejudice to the provisions of these Terms, the Bank reserves the right not to act on the authority of the Cardmember to release the Card to another person if it is of the opinion that in releasing the Card the Bank and/or the Cardmember may incur, sustain or suffer any loss or damages.
- 2.8 Upon receipt of the Card, the Cardmember must sign on the Card immediately. All facilities made available by the Bank to the Cardmember in respect of the Card and the Card Account are subject to the terms and conditions herein.
- 2.9 The Cardmember acknowledges that in using the Card, the Cardmember is deemed to have authorised the transaction(s) and shall therefore be liable for payment of any/fees or charges charged to the Card Account.
- 2.10 The Cardmember may activate the Card by calling BIBD Contact Centre at 2238181 and for PERDANA Customer at 2236688.

3. RESTRICTIONS ON THE USE OF THE CARD

- 3.1 The Cardmember hereby acknowledges and agrees that the use of the Card is restricted to activities or transactions which are not contrary to Shariah principles. The Cardmember

further acknowledges and agrees that the Card cannot be used to facilitate payment in respect of activities, goods and/or services prohibited by Shariah principles which currently include the following:

- a) Places where alcoholic beverages are served and/or sold;
- b) Any nightclubs, pubs, escort and dating services; and
- c) Any gambling transactions.

The Cardmember acknowledges that the restricted items stated in clauses (a) – (c) are not exhaustive and the Bank is at liberty to add/vary the list of prohibited items from time to time.

- 3.2 If the Bank discovers that the Cardmember is in violation of any of the items stated herein above, the Bank may at its sole discretion immediately suspend, cancel or terminate the Card without any prior notice to the Cardmember. Any indebtedness outstanding and any amount charged to the Card as at the date of termination under this clause will not be a defence for refusal of payment amount due and payable on the Card Account by the Cardmember.

The Cardmember must immediately inform the Bank in writing of:

- a) The Cardmember's attention to reside outside Brunei Darussalam; or
- b) Any change in his particulars or other information as stated in his Application 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.

- 3.4 The Cardmember must provide the Bank with any information and documents as the Bank may require at its absolute discretion from time to time.

4. THE CARD ACCOUNT

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

- 4.2 If the Cardmember contacts the Bank seeking an authorization for the Cardmember to pay, with the use of the Card, the value of a Card Transaction shall be immediately debited from the available Card Limit.

- 4.3 The Cardmember shall not spend in excess of the Card Limit and where the Card Limit is exceeded, the Cardmember shall immediately cover the balance of such excess in addition to payment of any amounts or arrears and any sums relating to any unauthorised use of the Card in the manner prescribed in Clause 7.6 (b).

- 4.4 The Bank shall send the Cardmember a monthly statement of account showing the amount payable by the Cardmember to the Bank. The Cardmember agrees to pay the amount due on the due date as set forth in the statement. No payment shall be deemed to have been made until the date it is credited to the Card Account.

- 4.5 Notwithstanding Clause 4.1 hereinabove, the Cardmember authorises the Bank, in its sole discretion, to debit any account held with the Bank in the name of the Cardmember to recover any outstanding amount due to the Bank.

- 4.6 Any Card Transaction carried out in a currency other than a billing currency shall be converted into a billing currency (of BIBD's choice, in its sole discretion) on the date of debiting the Card Account. The exchange rate used by the Bank shall be in accordance with the Bank's market practice. The Bank is also authorised to charge an exchange commission and a bank commission for conversion of such currency into a billing currency.

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- 4.7 Requests made by mail, telephone, facsimile transmission or other means of communication to a Merchant for the supply of goods and/or services to be charged to the Card Account, whether or not made or authorised by the Cardmember and whether a sale draft, voucher or document is signed by the Cardmember, shall be deemed valid Card Transactions. The Bank shall debit the Cardmember's Card Account for the Card Transactions.
- 4.8 Card Not Present Transaction include but not limited to transaction made over the telephone, email, mail or through online/internet, and the Cardmember are solely responsible for the security of such transaction at all times.
- 4.9 For Card Not Present transactions, the following details shall be recorded:
- a) Card number and expiry date;
 - b) Name, address and telephone number of Cardmember;
 - c) The address to which the goods/services should be delivered; and
 - d) The time and date of the transaction charged.

The Cardmembers agree that by entering the above information is sufficient proof that the instruction were given for the use of the Card.

- 4.10 The Cardmember acknowledges that the Bank shall not be obliged to verify any/all transactions effected with the Card.
- 4.11 The Bank shall be authorised to effect any Card Not Present Transaction payment to the Merchant which shall immediately reduce the available balance in the Card Account by the payment amount. The Bank however, at its sole discretion may choose not to authorise such transaction if the Bank has any reason to doubt its authenticity or for any other reason.
- 4.12 The Card Account will be credited with a refund in respect of a Card Transaction only in the event the Bank received verification of the refund acceptable to the Bank in its sole discretion. In the event the Cardmember makes a claim against a third party in respect of a Card Transaction, such claim shall not be subject to an inter-pleader, defence or counterclaim against the Bank.
- 4.13 The Cardmember shall not be entitled to assign or otherwise transfer any rights in the Card.
- 4.14 The Bank shall not be liable to the Cardmember in the event a third party declines to honour the Card or for any consequences arising out of any/all Card Not Present Transaction made by the Cardmember.

5. COMBINED/SEPARATE LIMIT

- 5.1 The Cardmember hereby undertakes to observe the Card Limit and shall not cause the aggregate sum of the Cardmember's obligations to exceed the permitted combined limit under the Card Account at any time.
- 5.2 If the Cardmember requests for a Combined Limit, the Cardmember acknowledges and agrees that the Bank may, at its sole discretion, assign the Cardmember with a Combined Limit which is equal to or lower than the Cardmember's requested credit limit.
- 5.3 The Cardmember hereby agrees that the Bank has the sole discretion to restrict, limit or reduce the Cardmember's Card Limit at any time without notice to the Cardmember and without assigning any reason thereto.

- 5.4 If upon the Bank's review, the Cardmember Card limit is reduced and the current balance of all the Cardmember Card Account(s) exceeds the revised credit limit assigned for the Cardmember Card Account, the Cardmember undertakes to immediately settle any/all amounts in excess of the Cardmember's Card Limit to the Bank. The Cardmember agrees that it shall be the Cardmember's sole responsibility to ensure that the Cardmember's Combined Limit is not exceeded.
- 5.5 The Cardmember hereby understands and agrees that if the Cardmember operates two or more Card Accounts, the Cardmember may, upon the Cardmember's request, be provided a Separate Limit for each Card Account to cover the use of each of the Cards held by the Cardmember and/or the Supplementary Cardmember. The Cardmember hereby undertakes to use the collateral/security assigned to one of the Card Accounts to settle any outstanding amounts in respect of the other Card Account.
- 5.6 Notwithstanding any of the Terms stipulated herein, the Cardmember hereby acknowledges and agrees that the Card limit shall be dependent on the Cardmember usage on each of the Card(s) and payment to the Card Account shall be effected separately by the Cardmember for all the cards with each having its separate bill and minimum payment.
- 5.7 In the event of default or non-payment of the Cardmember's obligations on one or more of the Cardmember's Card Accounts upon receipt of the Statement and/or such other written notices as the Bank may deem appropriate, the Cardmember shall make payment in full of all outstanding balances in the Card Account, and the Bank may at its sole discretion revoke the Cardmember's right to use all or any of the Cards. The Cardmember authorises the Bank to make direct deduction from any of the Cardmember's accounts to apply towards the Cardmember's indebtedness.

6. CARD HIJRAH SCHEME (BALANCE TRANSFER)

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

- 6.1 The Cardmember acknowledges that if the amount applied under the balance transfer is in excess of the Cardmember's entitlement under applicable regulations, the Bank is at liberty to decline the application in entirety or grant a lesser amount to the Cardmember.
- 6.2 The Cardmember acknowledges that the amount applied by the Cardmember for the balance transfer is subject to the settlement limits set by the Bank at its sole discretion.
- 6.3 The Cardmember agrees that once the Cardmember's application is approved by the Bank, the Cardmember cannot withdraw or cancel the Cardmember's application.
- 6.4 Upon approval of the Cardmember's application, the settlement amount will be credited directly into the Card Account.
- 6.5 The Cardmember agrees that the Bank shall be entitled to impose a one-time processing fee for the wakalah services offered to the Cardmember in effecting the balance transfer.

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7. PAYMENTS/STATEMENT

- 7.1 The Cardmember will receive a Statement to show the amount payable by the Cardmember on a monthly or other periodic basis as the Bank may deem fit. In the event that the Bank is unable to send the Statement for any reason, the Bank shall not be liable to the Cardmember and the liability of the Cardmember to the Bank shall not cease.
- 7.2 The Cardmember is liable to pay the New Balance as shown in the Statement, which payment must be received by the Bank on or before the Payment Due Date. However, the Cardmember may elect to pay the Minimum Payment due as stated in the statement.
- 7.3 Payments made to the Bank of any sums shall be deemed not to have been made until such time as the relevant funds have been received for value by the Bank.
- 7.4 If the Bank does not receive full payment of the New Balance as shown in the Statement on or before the Payment Due Date, the Bank is entitled to impose an Admin Fee and debit to the Card Account all charges and fee calculated in accordance with Clause 9.
- Any cheque payment made shall be accepted for collection only and the proceeds shall not be available until the cheque has been cleared and proceeds paid to the Bank by the paying Bank.
- 7.5
- The Minimum Payment due on a Statement is calculated as follows:
- 7.6
- a) 8% of Outstanding Balance or B\$40, whichever is higher; or
 - b) If the Outstanding Balance exceed the Card Limit, 8% of the Outstanding Balance plus the amount in excess over the Card Limit.
- 7.7 For Cardmembers who receive their salaries on a semi-monthly basis, the minimum payment will be split into two equal amounts which shall be deducted twice monthly.
- 7.8 The Cardmember acknowledges that the prescribed Minimum Payment is subject to regulatory changes as determined by the Authority from time to time.
- 7.9 Without prejudice to any other right or remedy which the Bank may have, the Bank reserves its right to immediately suspend the Cardmember's use of the Card until the Cardmember has paid the Minimum Payment due.
- 7.10 Notwithstanding and without prejudice to the other Terms, the Cardmember must immediately pay the Indebtedness in full upon the Bank's demand.
- 7.11 All payments to be paid by the Cardmember are to be made in Brunei Darussalam Dollars ("BND"). If any payment is received or recovered by the Bank (as the case may be) in a currency other than BND, the Bank will convert it at such time and rate of exchange as the Bank may adopt in accordance with the Bank's market practice and the Cardmember must fully indemnify the Bank against all exchange risks, losses and charges sustained or incurred by the Bank as a result of such conversion.
- 7.12 All payments provided by these Terms to be paid by the Cardmember must be made in full without any deduction or withholding (whether in respect of set-off, counterclaim, duties, taxes, or otherwise) unless such deduction or withholding is required by law. If any deduction or withholding is required by law, the Cardmember must immediately pay the Bank the additional amount so that the net amount received and retained by the Bank equals to what the Bank would have received and retained had no such deduction or withholding been made.

- 7.13 The Bank shall only credit the Card Account with a refund in respect of a Card Transaction or any payment made to the Card Account or any other credit due to the Cardmember in accordance with its usual practice if and when the Bank receives the amount of such refund, payment or credit in Brunei Darussalam.
- 7.14 All the records and entries in the Statement shall be deemed to be correct and binding on the Cardmember unless the Cardmember inform the Bank in writing of any discrepancy in the Statement within fourteen (14) days from the date of the Statement. All complaints/disputes received by the Bank after such period will not be entertained. The contents of such Statement shall be conclusive evidence of the Cardmember's liability to the Bank of the amount stated herein.

8. CASH WITHDRAWAL

- 8.1 The Cardmember may use his Card to obtain cash within the Cash Withdrawal limit as determined by the Bank from time to time. Each and for any Cash Withdrawal from an Automated Teller Machine ("ATM") or the Bank's counters shall be subject to the availability of the Cardmember's balance in the Cardmember's Card Account at the time of withdrawal. For Cash Withdrawal from ATM or made at the Bank counters at any of the Bank's branches, the Cardmember may obtain details of the fees from the Product Disclosure Sheet and also the Bank's website.
- 8.2 The Bank shall be at liberty to vary the minimum and maximum Cash Withdrawal limit from time to time as the Bank deems fit.

9. CONTACTLESS TRANSACTION/BIBD NEXGEN WALLET

- 9.1 The Cardmember may use their Card to effect Contactless Transactions by waving or tapping the Card against a Contactless Reader without requiring any signature or entering of any PIN.
- 9.2 The Cardmember may effect any number of Contactless Transactions using the Card as long as the value of each Contactless Transaction does not exceed the prescribed Spending Limit.
- 9.3 The Bank may, at its sole discretion, allow the Contactless Transaction to exceed the prescribed Spending Limit but will require the Cardmember's signature either in physical or digital form on the sales draft or credit voucher.
- 9.4 Any successful activation of Card within a BIBD NEXGEN Wallet are subject to the terms of use of BIBD NEXGEN Wallet. The Cardmember may use the Card within the BIBD NEXGEN Wallet to effect the NFC transaction by waving or tapping the device against a Contactless Reader.
- 9.5 Transactions effected through the BIBD NEXGEN Wallet otherwise referred to as NFC transactions are subject to a prescribed Spending Limit. The Bank may, at its sole discretion, allow the transactions to exceed the prescribed limit up to a certain amount but would require the Cardmember's signature to authenticate the transaction in such instances.
- 9.6 The Cardmember acknowledges that the Spending Limit for a Contactless Transaction / NFC transaction may differ from one country to another.
- 9.7 The Cardmember shall be wholly liable for all Contactless Transactions / NFC transactions made using the Card.

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10. FEES

- 10.1 The Cardmember acknowledges that the Bank is entitled to impose a monthly Admin fee for the Wakalah Services it offers to the Cardmember.
- 10.2 The Admin Fee shall be fixed and calculated at the rate applied to the Card Limit and prescribed by the Bank.
- 10.3 The Bank may at any time or from time to time, grant the Cardmember a discretionary Ibra on the Admin fee charged based on the criteria set by the Bank including but not limited to the payment pattern and the utilization of the Card Limit. For avoidance of doubt, rebate shall only be offered to retail transactions including internet and e-Commerce based transactions and will exclude cash withdrawals and/or any unpaid Admin Fee.
- 10.4 Further, the Bank is entitled to charge and debit to the Card Account fees which shall include but not limited to:
- a) An Annual Fee as prescribed by the Bank for the issuance and renewal of the Card; and
 - b) A Handling Fee for any cheque or payment order tendered in payment to the Bank which has not honoured for any reasons and/or for any Card transactions in excess of the Cardmember's prescribed credit limit; and
 - c) A Replacement Fee for the replacement of the Card or PIN;
 - d) A Statement and Draft Fee for the Bank's provision, supply or copying of any records, statements, sales drafts, credit vouchers or other documents relating to the use of the Card at the Cardmember's request; and
 - e) A Dispute Handling Fee for any dispute request received by the Bank where the Cardmember questions the validity of the transaction registered to the Card Account;
 - f) Cash Advance Fee made at ATMs and fees in relation to the cash/money transfer made online; and
 - g) Any fees in connection with the issuance of a Supplementary Card/Cards.
- 10.5 The Bank shall be at liberty to vary the Admin Fee or any other fees charged by giving the Cardmember reasonable notice of such variation in Fees through any mode of communication deemed appropriate by the Bank at its sole discretion.
- 10.6 The Cardmember may obtain information on the Bank's Tariff of Fees and Charges at any of the Bank's branches or logging on to the Bank's website at www.bibd.com.bn.

11. SUPPLEMENTARY CARD

- 11.1 At the request of the Principal Cardmember, the Bank may issue at its absolute discretion a Supplementary Card to a person who is over 18 years of age and above, nominated by the Principal Cardmember as a Supplementary Cardmember. The Supplementary Card, the PIN, the Statement and all communication will be sent or given in accordance with these Terms to the Principal Cardmember.
- 11.2 The Supplementary Cardholder will also be bound by these Terms.
- 11.3 If Supplementary Cards are issued, the Principal Cardmember and the Supplementary Cardmember shall be jointly and severally liable for all charges and/or for the aggregate Indebtedness incurred (whether incurred by the Principal Cardmember or the Supplementary Cardmember) against either the Principal Cardmember Card Account or the Supplementary Cardmember Card Account or both.
- 11.4 All undertakings, liabilities and obligations of the Principal Cardmember and the Supplementary Cardmember are not to be prejudiced or affected in any way by any dispute or counterclaim of right set-off which the Principal Cardmember and the Supplementary Cardmember may have against each other.

- 11.5 The Card Limit for the Card Account is the combined limit applicable to the Principal Cardmember and Supplementary Cardmember collectively. The Principal Cardmember and the Supplementary Cardmember must not allow the Indebtedness incurred under or through their respective Card to exceed the Card Limit as the case may be.
- 11.6 Without prejudice to the other terms and conditions, the Principal Cardmember hereby agrees and/or undertakes to make all payments incidental to the use of the Card. The Bank is at liberty to apply all or any payments received for any indebtedness incurred by the Principal and by the Supplementary Cardmember in such other manner as the Bank in its absolute discretion deems fit and expedient.
- 11.7 The Principal Cardmember authorises the Bank to disclose, in the Bank's absolute discretion, particulars of the Card Account to the Supplementary Cardmember and/or to such other person as the Bank may deem fit to make such disclosure in course of enforcing the Bank's rights under these Terms.
- 11.8 The Principal Cardmember may at any time request in writing that the Bank terminate any Supplementary Cardmember's use of the Supplementary Card.
- 11.9 The respective obligations and liabilities of the Principal Cardmember and the Supplementary Cardmember under these Terms will continue notwithstanding the termination of the use of such Supplementary Card.
- 11.10 All communications, given in accordance with Clause 21.5 and 21.8 to the Principal Cardmember or the Supplementary Cardmember are deemed to be sent or given to both. The Principal Cardmember and each Supplementary Cardmember agree to be bound by all instructions and requests made in either written or oral form from either the Principal Cardmember or any Supplementary Cardmember to the Bank.
- 11.11 Without prejudice to the other Terms herein, the Principal Cardmember agrees to indemnify the Bank against all costs, fees and expenses which the Bank may incur arising from or in connection with all claims, demands, legal proceedings or actions by the Bank against any Supplementary Cardmember.

12. PIN AND OTP

- 12.1 The PIN may be collected by the Cardmember personally or sent by post to the Cardmember upon the Cardmember's request at the sole risk of the Cardmember.
- 12.2 For any Card renewed, the PIN will remain the same as the PIN prior to the renewal. Cardmember may change the PIN for renewal Card by simply going to any of the BIBD ATMs. A new PIN will be issued for any Card Replacement and the same applies for any request of reissuance of PIN.
- 12.3 Cardmember acknowledges, that the OTP will be sent to the Cardmember's mobile phone number registered with the Bank. It is the Cardmember's responsibility to notify the Bank of any change in the Cardmember's mobile number. The Bank will not be liable for any losses incurred by the Cardmember for the failure in notifying the Bank of such.
- 12.4 The Cardmember further acknowledges that for any OTP entered correctly, the transaction shall be considered authorised and authenticated by the Cardmember.
- 12.5 The Cardmember shall not disclose the PIN and OTP of the Card to any other person and must take all necessary measures to prevent the PIN and OTP from becoming known to any other person including the Cardmember's family members. The Cardmember hereby undertakes to indemnify the Bank from all claims arising from such fraudulent/unauthorised use of the Card.

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

13. TAKAFUL COVERAGE

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

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

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

14. LOST/THEFT OF CARD/DISCLOSURE OF PIN

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

14.2 In the event the Card is lost/stolen and/or if the PIN is disclosed to a third person, the Cardmember shall:

a) For local:

- i) Immediately inform the Bank's Contact Centre at 2238181 and Perdana Customer at 2236688.
- ii) Provide the Bank with all the necessary information/documents requested by the Bank.

b) For Overseas:

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

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

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

14.4 Provided that the Bank is satisfied that the Cardmember has complied with Clauses 14.1 and 14.2 hereinabove, the Bank shall limit the Cardmember's liability for any unauthorised Card transactions effected after the said notification was received by the Bank, subject to the limits imposed by the Bank in the Product Disclosure Sheet as provided herein. This limitation of liability does not apply to Card Transactions effected through the use of the PIN.

- 14.5 Upon the Cardmember's request for an Emergency Replacement Card or Emergency Cash Advance, the Cardmember shall provide the Bank or Card Scheme with the accurate information needed to ensure that the Bank is able, to its reasonable endeavours, to deliver the Emergency Replacement Card or provide the Emergency Cash Advance to the Cardmember in the expected time, date and venue of collection. The Cardmember acknowledges that the delivery of the Emergency Replacement Card depends on the location of delivery and some restrictions might impact the delivery time frame.
- 14.6 The Bank and Card Scheme shall not be held liable for any delay in the Cardmember's receipt of the Emergency Replacement Card and/or Emergency Cash Advance as a result of Cardmember's failure to comply with Clause 14.5 hereinabove.
- 14.7 The Bank shall not be liable in any way for any delay however caused in the dispatch of the Emergency Replacement Card and/or Emergency Cash Advance to the Cardmember.
- 14.8 The Bank may, in its absolute discretion, issue a Replacement Card or new PIN upon such Terms as the Bank may deem fit, and the Bank reserves the right to charge a Replacement Fee as specified in Clause 10.4 (c) hereof.
- 14.9 If the Card is lost or stolen or if the Cardmember suspects that the PIN may be compromised, the Cardmember must immediately contact the Bank's Contact Centre.

15. TERMINATION

- 15.1 Without prejudice to any of the Bank's other rights contained in these Terms, the Bank is entitled in its absolute discretion to terminate the Card Account or the use of any Card at any time or any Card-related services at any time, without any liability to the Cardmember and without giving any reason or notice thereof.
- 15.2 The Cardmember may terminate the Card Account by providing the Bank with the required and completed particulars in written form and paying the Indebtedness in full. Thereupon the Card Account will be terminated.
- 15.3 Upon termination of the Card by the Bank for any reason, all payment of the Indebtedness will immediately become due and payable and the Cardmember shall upon demand by the Bank promptly make full settlement if all Indebtedness including all prior Card Transactions made but not yet debited to the Card Account. Failing which, the Bank is at liberty to institute legal action to recover any/all amounts outstanding to the Bank.
- 15.4 The Cardmember's obligations as set herein will continue notwithstanding the termination of the Card Account for any reason.

16. EVENTS OF DEFAULT

- 16.1 Without prejudice to the generality of the foregoing, the Bank may terminate the Card Account or the use of any Card upon the occurrence of any one or more of the following events:
- If the Cardmember fails, refuses and/or neglects to pay the Minimum Payment and or Outstanding Balance as stated in the Statement;
 - If the Card Account is terminated by the Bank in accordance with Clause 15;
 - If any legal and bankruptcy proceedings are instituted against the Cardmember;
 - If the whereabouts of the Cardmember cannot be traced or located and the Cardmember cannot be contacted by the Bank;
 - If the Cardmember is under a Receivership or a Trustee is appointed to manage the Cardmember's assets or property;

TERMS AND CONDITIONS

- f) In the event of the Cardmember's or Principal Cardmember's death or the Cardmember's medical incapacity;
- g) If, in the Bank's opinion, the Cardmember has failed to comply with and/or is in breach of any of his/her obligations under these Terms; or
- h) If the Cardmember withdraws or uses the security lien assigned to any of the Card Accounts and is unable to provide the Bank with sufficient security in replacement of the same.

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

17. EXEMPTION AND EXCLUSION

17.1 The Bank shall not under any circumstances be responsible or be liable in any way and the Cardmember will have no claims against the Bank for damages, suffered or loss incurred by the Cardmember including loss of reputation or embarrassment:

- a) With regards to any implications arising from:
 - i) Any suspension or restriction imposed by the Bank on the use of Card by the Cardmember;
 - ii) Any refusal or cancellation on the part of the Bank to renew the Card;
 - iii) Any retention of the Card or refusal by any Merchant, financial institution or third party for any reason to honour the Card;
 - iv) Withdrawal, variation, amendments or restriction of all or any of the benefits and privileges given to the Cardmember under the Card and/or Card Account.
- b) As a result of any act, error or omission on the part of the Merchant however caused;
- c) The Bank being unable to perform any of its obligations under the Terms herein as a direct/indirect result of any Card Transaction (including Emergency Cash Advance Disbursement) made and the utilisation of any facilities in connection with the Card and/or Card Account;
- d) As a direct/indirect result of any Card Transaction made and the utilisation of any facilities in connection with the Card and/or Card Account;
- e) Due to defect or deficiency in the quality of the goods and/or services purchases or supplied rendered by the Merchant in relation to the Card Account; and/or
- f) As a result of any technical/operational malfunctions of the Card or any of the Bank's Automated Machines (ATMs), terminals or any payment website.

17.2 All disputes, complaints and claims with regards to any goods or services offered by the Merchant shall be resolved with the Merchant directly. The Cardmember agrees not to hold the Bank liable or to seek any assistance from the Bank to resolve such claims and/or disputes. The Cardmember acknowledges that such claims/disputes shall not relieve the Cardmember from the Cardmember's obligations to pay the amount due and payable on the Card Account to the Bank.

17.3 The Cardmember acknowledges that any/all costs incidental to the dispute, presentment and arbitration of any claims shall be borne by the Cardmember solely.

17.4 A Cardmember holding a Card which provides Global Emergency Services will not hold the Bank liable if upon receiving instructions from the Cardmember together with the Cardmember's PIN and such other verification, the Bank is unable to give immediate effect to any request of Emergency Cash Advance, Emergency Replacement Card, or/ and any other facilities offered by the Bank.

17.5 The Cardmember may be entitled to apply for certain products and services offered by the Card Scheme and/or the Bank from time to time. The Cardmember agrees not to hold the Bank and the Card Scheme liable for any loss or damage suffered by the Cardmember arising directly or indirectly (including special, incidental or consequential loss or damage) from the Cardmember's use of the said products and services in connection with the said products and services or the respective third party service providers, howsoever arising.

17.6 Without prejudice to the other terms and conditions herein, the Bank shall not be liable for any losses, damages, costs and expenses suffered or incurred by the Cardmember in connection with the Card Account.

18. VARIATION IN TERMS

18.1 The Bank shall be at liberty to amend, vary or modify these terms at any time by giving the Cardmember prior notice in any form or manner the Bank reasonably deems fit.

18.2 If the Cardmember does not accept the changes to the Terms, the Cardmember may terminate his Card Account in accordance with Clause 15.

18.3 If the Cardmember retains or uses the Card or the PIN after the Bank has given the Cardmember notice of any changes to these Terms, the Cardmember shall be deemed to have accepted and agreed to such changes.

19. DISCLOSURE OF INFORMATION

19.1 The Cardmember acknowledges that the Bank may from time to time be obliged or legally compelled to report/disclose certain transactions/information to the relevant authorities. The Cardmember authorises the Bank to furnish the authorities with the information requested without further notice to the Cardmember.

19.2 The Cardmember consents to the Bank, at any time and without notice to the Cardmember, disclosing any information pertaining to the Card Account to any party but not limited to any of the Bank's subsidiary companies and third parties for such purposes as the Bank solely deems fit.

20. RIGHT OF SET-OFF/COMBINATION

20.1 The Cardmember hereby authorises the Bank at its absolute discretion, to combine, set-off or consolidate any/all the Indebtedness outstanding on the Card Account(s) with such other accounts and set-off or transfer any monies standing to the credit of such other accounts in or towards the full or partial discharges of the Indebtedness at any time and without notice in any way to the Cardmember.

20.2 The Cardmember hereby acknowledges that the above Clause 20.1 applies to such other accounts whether such other accounts are held by the Cardmember alone or jointly with others and irrespective of the type/nature of the account.

TERMS AND CONDITIONS

21. GENERAL

- 21.1 The Cardmember acknowledges that if the Cardmember chooses to close the Card at any time prior to the expiry of its validity period, the Cardmember will not be allowed to claw-back the Annual Fee paid and any outstanding balances inclusive any outstanding fees must be paid-off prior to the closure of the Card being made.
- 21.2 The Cardmember shall be solely responsible for ensuring that no one else has access to or uses the Card during the Validity Period.
- 21.3 The Card remains the Bank's property at all times. At the Bank's request made at any time in its absolute discretion, the Cardmember must immediately surrender to the Bank the Card cut in half.
- 21.4 The Bank's records (including computer and microfilm stored records) of all matters relating to the Card and/or this Card Account and any certificate signed by any of the Bank's officers stating the Indebtedness due and payable to the Bank as at any specified date shall be conclusive save for manifest error and the Bank may, in its absolute direction, destroy any document relating to the Card Account after microfilming the same.
- 21.5 All statements, notices, demands or other communication under these Terms may be left at the Cardmember's last known address on the Bank's record; and/or sent by ordinary post to the Cardmember's last known address on the Bank's record; and/or sent by ordinary facsimile transmission to the Cardmember's last known residential or business number on the Bank's records; and/or published in such manner as the Bank may select.
- 21.6 For new Card applications, the Cardholder may opt to collect the Card at any BIBD Branch or to have the Card delivered to the Cardholder's mailing address. For delivery within Brunei, the Card will be delivered at no cost to the Cardmember. For Card renewal, the Card will be delivered to the Cardmember based on the mailing address provided at the time of application.
- 21.7 The Cardmember acknowledges that the delivery of the Card will depend wholly on the courier services assigned by the Bank and in the ordinary course, the Cardmember may receive the Card within 14 working days from the date of the issuance of the Card. Upon the Cardmember's request, the Card can be delivered by courier to an overseas address at the Cardmember's expense. The Cardmember authorises the Bank to directly debit the Card Account for any/all costs incidental to the delivery of the Card without prior notice to the Cardmember.
- 21.8 The Cardmember must ensure that the contact details provided to the Bank are accurate to ensure that the Card is received by the Cardmember. The Bank will not be held liable for any consequences and/or claims arising from the Cardmember's failure to do so.
- 21.9 All communications are deemed to have been effectively served on the Cardmember in the following instances:
- a) The date of transmission if sent by facsimile transmission;
 - b) The date and time the SMSs are successfully sent to the Cardmember (Push);
 - c) For publications, on the date of publication;
 - d) Five (5) days following the date of posting is sent by post; and
 - e) Delivery by Hand.

- 21.10 The Cardmember authorises the Bank to act on any/all instructions it receives from the Cardmember by way of telephone, facsimile transmission or other means of electronic or telecommunications and agrees to keep the Bank indemnified from any claims, actions and/or proceedings arising thereof if the Bank had acted in good faith in effectuating such instructions.
- 21.11 Upon cancellation or expiry of the Card or upon closure of the Card Account, the Card shall be deemed void.
- 21.12 There will be no refund of any fees if the Bank cancels, terminates or suspends the Cardmember's right to use the Card.
- 21.13 The Bank may serve any Writ of Summons or legal process or document requiring personal service in respect of any action or legal proceedings under these terms and conditions on the Cardmember by leaving it at the Cardmember's last known address (whether within or outside Brunei Darussalam) on the Bank's records. Service of such legal process or documents is deemed to have been duly served on the Cardmember on the date of delivery by hand; and one day immediately following the date of posting if sent by post. Service of such legal process is deemed to be good and effectual service of such legal process on the Cardmember and nothing in these Terms shall affect the Bank's right to serve legal process in any other manner permitted by law.
- 21.14 Unless otherwise stated in these Terms, all communications, requests and instructions from the Cardmember must be in writing and in accordance with the Bank's prescribed procedure then prevailing.
- 21.15 Notwithstanding any of the provisions of these Terms, the Cardmember shall fully indemnify and hold the Bank harmless against any/all claims, demands, actions and proceedings which may be made against the Bank and all damage, liability, costs and expense (including legal costs on a full indemnity basis) which the Bank may incur, sustain or suffer, directly or indirectly, due to any breach in the Cardmember's obligations and/or in enforcing any of the Terms herein including the Bank's right to enforce its right over any security pledged by the Cardholder in relation to the Card in the event of default.
- 21.16 The Bank reserves the right, at any time, in its absolute discretion and without notice and without giving any reason, to introduce, amend, vary, restrict or withdraw all or any benefits, facilities and privileges in respect of or in connection with the Card Account, whether specifically relating to the Cardmember or generally to all or specific Cardmembers.
- 21.17 Notwithstanding anything in these Terms, the Bank's rights under these Terms shall continue to remain in full force and effect and shall survive any cancellation, revocation or suspension of the Card or the Card Account of the Bank.
- 21.18 The Cardmembers acknowledges and agrees that the Bank shall not be liable to the Cardmember save for instances where acts of gross misconduct or negligence are established on the Bank's part.
- 21.19 The Bank is authorized to act on any instructions it receives from the Cardmember by way of telephone, facsimile transmission or other means of electronic communication telecommunication and the Cardmember agrees that the Bank is authorized to act on such instructions which the Bank in its sole discretion believes to have emanated from the Cardmember.

TERMS AND CONDITIONS

- 21.20 The Cardmember is not entitled to assign all or any part of the Cardmember's rights, interests and obligations under these Terms to any other person. The Bank however may assign, or transfer any or all of its rights, Cardmember's indebtedness and obligations under these Terms.
- 21.21 If any one or more of the provisions of these Terms or any part thereof is illegal, invalid or unenforceable under any applicable law in any jurisdiction, it will not affect the legality, validity or enforceability of the remainder of these Terms in such jurisdiction not the legality, validity or enforceability of these Terms in any other jurisdiction.
- 21.22 The remedies under these Terms are cumulative and are not exclusive of the remedies provided by law.
- 21.23 Time, whenever mentioned in these Terms, shall be of the essence.
- 21.24 The Bank's failure or delay to exercise its rights and remedies under these Terms is not deemed to be a waiver or partial waiver thereof by the Bank, no waiver by the Bank of any breach of these terms and conditions on the Cardmember's part will be considered as a waiver of any subsequent breach of the same and any provision of the same.
- 21.25 The Cardmember's obligations shall be binding on the personal assigns of the Cardmember.
- 21.26 The Bank shall not be liable for failure to carry out its obligations due directly or indirectly to any natural disasters, or force majeure, war, strike, riot, civil commotion, acts of terrorists, industrial dispute, labour unrest, lock-out, fire, accident, breakdown of machinery and equipment, data processing system or transmission link or telecommunication system failure or electrical failure, or without limiting the generality of the foregoing anything, any matter beyond the control of the Bank.
- 21.27 The Cardmember shall be bound by all terms and conditions governing the use of any facilities, benefits or services which may from time to time be made available to the Cardmember in connection with the Card Account.
- 21.28 These Terms are governed by the Laws of Brunei Darussalam and the Cardmember irrevocably agrees to submit to the exclusive jurisdiction of the Courts of Brunei Darussalam.

Bruneian at Heart

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