

# HSBC Cards

*Terms & Conditions and  
Summary of Benefits*

# Main Terms & Conditions relating to the Credit Card

## 1. Issuing of Cards

- 1.1 The Credit Card is issued by HSBC (the "Bank") in the country (the "Country") where the Bank is located as specified below:  
Sultanate of Oman - P.O. Box 240, Ruwi, P.C. 112, Oman  
Tel: Toll-free within Oman (24 hours) 800 74722  
From outside Oman +971 4 2288007
- 1.2 The Credit Card must be signed by the person to whom it is issued (the "Cardholder") immediately upon receipt and the Cardholder should immediately sign and return the "Acknowledgement Receipt" delivered with the Credit Card.
- 1.3 Use of the Credit Card is restricted to the Cardholder and subject to these Terms & Conditions, the Credit Card remains valid until its date of expiry mentioned on the Credit Card.
- 1.4 The Cardholder will not permit any other person to use the Credit Card and will at all times safeguard the Credit Card and any Personal Identification Number (the "PIN") issued, and keep it under his/her personal control.
- 1.5 The Bank will maintain an account in the name of the Cardholder in respect of the Card (the "Card Account") to which the value of purchases of goods and services, cash advances, fees and charges effected by the use of the Card ("Card Transactions"), any other liabilities of the Cardholder arising under these Terms & Conditions and any loss incurred by the Bank arising from the use of the Card or Card number shall be charged. A statement of amounts so charged will be sent to the Cardholder at his/her last known address and any such statement shall be deemed to have been received by the Cardholder 4 days after dispatch by the Bank.
- 1.6 The Bank may issue Supplementary Card(s) to any person nominated as a Supplementary Cardholder by the Cardholder. The Terms & Conditions of this Agreement shall apply to the use of any Supplementary Card(s) and the term the "Card" shall whenever applicable

include such Supplementary Card(s). The Cardholder shall be bound by and be liable for the use of any Supplementary Card(s). The Supplementary Cardholder is not permitted the use of an Automated Teller Machine ("ATM") to operate the Nominated Account referred to in paragraph 2.4 (a) of these Terms & Conditions, unless the Supplementary Cardholder is an authorised signatory on the said Nominated Account. In addition to its other rights and powers under this Agreement, the Bank may cancel any Supplementary Card(s) at any time, and seek the return of Supplementary Card(s) issued to the Supplementary Cardholder. The Cardholder and Supplementary Cardholder(s) will be jointly and severally liable for all Card Transactions effected by any Supplementary Card(s).

## **2. Operating your Account**

- 2.1 The Cardholder will be responsible for all credit or other facilities granted by the Bank in respect of the Card and for all related charges hereunder, notwithstanding the termination of this Agreement.
- 2.2 The Cardholder must sign Sales Slip, Cash Advance Slip or Mail Order Coupon whenever the Card is used by the Cardholder and should preserve a copy of the same. Copies of the Sales or Cash Advance Slips may be provided at the sole discretion of the Bank subject to an additional charge. Provision of sales slip copies may take a minimum of 45 days subsequent to the Cardholder's written request to the Bank. The Cardholder's failure to sign any Sales Slip, Cash Advance Slip or Mail Order Coupon will not relieve the Cardholder from liability to the Bank in respect thereof.
- 2.3 The value of all Card Transactions will be charged to the Card Account in currency of the Country or US Dollar (collectively referred to as the "Billing Currency") as advised by the Bank. Card Transactions which are effected in currencies other than the Billing Currency will be debited to the Card Account after conversion into the Billing Currency at a rate of exchange to be determined by the Bank from time to time.
- 2.4 If the Cardholder is authorised by the Bank to use the Card at an ATM belonging to the Bank or any member or associate member of the HSBC Group of companies

or any Member Bank of Visa International, or any other ATM as advised to the Cardholder from time to time, the following additional Terms & Conditions shall apply:

- a) The Cardholder shall accept full responsibility for all transactions processed by the use of the Card at any ATM that accepts it, (the Bank's record of transactions processed being conclusive and binding for all purposes) and hereby authorises the Bank to debit the Cardholder's current or savings account as specified in the Card application (the "Nominated Account") or the Card Account with the amount of any withdrawal or transfer effected by the use of the Card with or without the Cardholder's knowledge or authority.
- b) The Bank's record of transactions processed by the use of the Card at an ATM shall be conclusive and binding for all purposes.
- c) The Cardholder shall not be entitled to overdraw the Nominated Account or Card Account with the Bank.
- d) The Bank shall not be responsible for any loss or damage arising directly or indirectly from any malfunction/failure of the Card or ATM arising out of the Cardholder's mistake, the temporary insufficiency of funds in such machines or otherwise howsoever.
- e) Any cheque deposited at an ATM shall only be credited to the Nominated Account or Card Account after clearing by the Bank (which shall be conclusive and binding as against the Cardholder) and any statement issued on making a deposit shall only represent what the Cardholder purports to have deposited and shall in no way bind the Bank.
- f) Any cash deposit at an ATM shall only be regarded as having been received by the Bank upon verification and crediting the same to the Nominated Account or Card Account.

- 2.5 The Cardholder must notify the Bank's Card Services Department in the Country at the Bank's address appearing at the beginning of these Terms & Conditions, in writing as soon as possible of any changes in the Cardholder's employment/office/home address and telephone numbers.
- 2.6 The Bank shall not be liable for the refusal of any merchant establishment to accept or honour the Card, nor shall the Bank be responsible in any way for the goods or services supplied to the Cardholder. Any complaint by a Cardholder may be resolved by the

Cardholder with the merchant establishment. The Bank shall have no responsibility in this respect. No claim by the Cardholder against the merchant establishment may be the subject of a claim against the Bank. The Bank will credit the Cardholder's Card Account with the amount of any refund only upon receipt of a properly issued credit voucher from the merchant establishment.

- 2.7 The Cardholder may be covered for personal insurance. Where the Cardholder is so covered, the cardholder specifically acknowledges that the insurance company will be solely liable in case of death, disability, injury or loss and will not hold the Bank responsible whether for compensation, processing of claims or otherwise or in any manner whatsoever.
- 2.8 Subject to the relevant policy terms, the Cardholder may be entitled to the benefit of any other insurance policies which the Bank may from time to time enter into for the benefit of Cardholders. The Bank may vary, suspend or withdraw such benefit at its discretion and the insurer providing any policy will be solely liable and responsible for the processing and payment of any claims.
- 2.9 The Cardholder shall not be entitled to the benefit of any insurance while in breach of any part of these Terms & Conditions, nor in respect of any claim received by the Bank after the cancellation of the Card.
- 2.10 The Cardholders must not use the card for any unlawful purposes, including the purchase of goods or services prohibited by the law in Sultanate of Oman.

### **3. Payment of Utility Bills**

- 3.1 The Bank may at its discretion accept instructions for the payment of utility bills given in any manner the Bank agrees from time to time, including by telephone or facsimile message.
- 3.2 The Bank may treat any instructions to pay a utility bill given by a person stating that they are the Cardholder as genuine.
- 3.3 Instructions given for the payment of utility bills should be given at least 3 working days before the due date for payment of those bills.

- 3.4 The Bank shall take no liability or responsibility for any loss or damage, including any disruption of the provision of services or utilities or reconnection charges, in the event that any utility bill is not paid for any reason.
- 3.5 All transactions should be for the Cardholder's personal consumption, and no business or trade related transactions should be completed using the Card. The Bank may charge such additional fees and charges as the Bank at its sole discretion decides are necessary to compensate the Bank for any additional loss, cost or expenses incurred as a result of the misuse of the card for business trade related transactions. The Bank may debit such additional fees and charges to the card account.
- 3.6 The Bank may, after giving notice in accordance with the Cardholder Terms & Conditions, or without notice in the case of emergency, vary, suspend or withdraw this service or any of these Terms & Conditions.

#### **4. Unauthorised Transactions**

- 4.1 The loss or theft of a Card must be reported to the Bank's Card Services Department in the Country at the Bank's address appearing at the beginning of these Terms & Conditions immediately upon discovery. A Police Report must also be made of the lost/stolen card and a copy sent to the Bank if there is suspected misuse. The Cardholder will be responsible for all Card Transactions effected before notice of the loss or theft has been received by the Bank's Card Services Department.
- 4.2 After receipt by the Bank of notification of loss or theft of a Card to the Bank's Card Services Department in the Country, the Cardholder will have no further liability provided that the Cardholder has acted in good faith and with all reasonable care and diligence in safeguarding the Card and in promptly reporting its loss to the Bank. The decision as to the bonafides of the Cardholder in this regard will rest with the Bank and the Bank reserves the right to cancel the Card and/or any Supplementary Card(s). In case the Cardholder recovers the Card, he/she shall report the matter to the Bank and the Police and immediately hand over the recovered Card to the

Bank's Card Services Department in the Country, for destruction. The Cardholder must not make any attempt to use the Card.

- 4.3 Notwithstanding anything to the contrary herein contained, the Cardholder will be liable for all losses to the Bank arising from the use of the Card by any person obtaining possession of it with the Cardholder's consent.
- 4.4 The Bank may in its absolute discretion agree to issue a replacement Card for any lost or stolen Card which shall be issued on the same Terms & Conditions as the original Card or as may be amended from time to time. The Bank reserves the right to charge a replacement/handling fee to the Cardholder's Card Account at a rate to be determined by the Bank and notified to the Cardholder.

## **5. Credit Limit**

- 5.1 The Bank will assign a credit limit to the Card Account which must not be exceeded without prior agreement. The Bank reserves the right to amend the credit limit assigned from time to time, at its discretion.
- 5.2 If a Cardholder exceeds the assigned credit limit without prior agreement the Bank may at its discretion cancel the Card immediately without notice to the Cardholder and all outstanding amounts will thereupon become immediately due and payable.
- 5.3 A fee will be charged to the Card Account by the Bank if a Cardholder exceeds the assigned Credit Limit, at a rate to be determined by the Bank and notified to the Cardholder from time to time.

## **6. Fees**

- 6.1 The Cardholder agrees to pay a non-refundable annual fee for the Card and for any Supplementary Card(s) at a rate to be determined by the Bank and notified to the Cardholder from time to time.
- 6.2 A handling fee will be charged by the Bank on each cash withdrawal or advance and charged to the Cardholder's Card Account, at a rate to be determined by the Bank and notified to the Cardholder from time to time.

## **7. Payment and Finance Charges**

- 7.1 A Card Account statement will be sent to the Cardholder at the end of each period (the "Billing Period") to be determined by the Bank and notified to the Cardholder from time to time, with details of the total amount outstanding on the Card Account (the "Amount Outstanding"), the minimum payment due computed at a rate to be determined by the Bank and notified to the Cardholder from time to time (the "Minimum Amount Due") and the date by which the payment must be made to the Bank (the "Payment Due Date"). The Minimum Amount Due also includes any unpaid Minimum Amount Due from the previous Billing Period(s).
- 7.2 A finance charge will be levied on cash advances at a rate to be determined by the Bank and notified to the Cardholder from time to time, from the transaction date of each cash advance on the Card Account and until it is fully paid. All cheques received by the Bank shall be subject to clearing and funds will only be credited to the Cardholder's Card Account after clearance.
- 7.3 If the Cardholder fails to pay the Bank in cleared funds the whole of the Amount Outstanding by the Payment Due Date, the outstanding balance will attract a finance charge calculated on the average daily balance from the date of each Card Transaction, at a rate to be determined by the Bank and notified to the Cardholder from time to time. The finance charge is debited on the last day of the Billing Period.
- 7.4 Without prejudice to the payment of the finance charge referred to in preceding paragraph, if the Cardholder fails to pay the Minimum Amount Due in cleared funds by the Payment Due Date a late payment fee will be charged at rate to be determined by the Bank and notified to the Cardholder from time to time.
- 7.5 Where payment is made by cheque the Cardholder should allow 5 business days for the cheque to clear.
- 7.6 The Cardholder may issue a direct debit standing instruction on an account with the Bank (the Nominated Account) to settle the Amount Outstanding on the Payment Due Date. For direct debit standing instruction the following additional Terms & Conditions shall apply:

- i. The Cardholder agrees that the Bank reserves the right to determine the priority of any such standing instruction against cheques presented to the Nominated Account or any other arrangements made with the Bank.
- ii. The Cardholder understands that any amendments and cancellations to any such standing instruction should reach the Bank at least one week before the next Payment Due Date.

- 7.7 If any standing instruction, cheque or any other instrument of the Cardholder is not honoured, or there are insufficient cleared funds to meet such payment the Bank at its sole discretion may charge the Cardholder finance charge thereon calculated in accordance with preceding paragraph (7.3), and may process any such standing instruction whenever there are sufficient cleared funds to the credit of the Nominated Account after the original date on which such debit was intended.
- 7.8 If the Cardholder disagrees with any charge indicated in the monthly statement, the same should be communicated to the Bank within 30 days of the statement date, failing which the Cardholder shall not be entitled to query the charge.
- 7.9 Any Payments made by a Cardholder will be applied by the Bank in or towards payment of Cardholder's liabilities to the Bank under these Terms & Conditions in such order as the Bank may decide.
- 7.10 The Bank reserves the right to amend the finance charge and other charges from time to time, at its discretion. Publication of charges by such means as the Bank may consider appropriate will constitute effective notice to the Cardholder. Use of Card after the date upon which any change to these Terms & Conditions is to have effect (as may be specified in the Bank's notice) will constitute acceptance without reservation by the Cardholder of such change.
- 7.11 Details of the finance charges and other charges applicable to the Card and its use are available on request at any of the Bank's branches in the Country or a copy may be obtained directly from the Bank's Card Services Department in the Country.

7.12 The Cardholder acknowledges that the Bank may exercise its rights under Clause 8 in the event that the Cardholder fails to pay the Minimum Amount Due by the Payment Due Date.

## **8. Cancelling this Agreement**

8.1 The Bank may terminate this Agreement with the Cardholder at any time by cancelling the Card with or without prior notice and with or without assigning any reason, or refusing to renew the Card. The Cardholder may terminate the Agreement at any time by written notice to the Bank accompanied by the return of the Card and of any Supplementary Cards.

8.2 The whole of the Amount Outstanding on the Cardholder's Card Account together with any outstanding amount incurred by the use of the Card and/or Supplementary Card(s) but not already paid or charged to the Cardholder's Card Account shall become due and payable to the Bank on the termination of this Agreement. The Cardholder and the Supplementary Cardholder(s) expressly agree that the Bank shall have the right to retain any funds placed in the Cardholder's and Supplementary Cardholder's Current/Savings/ Time Deposit or any other account with the Bank or deposits held as a security for the issuance of Card and/or Supplementary Card(s) for a period of up to 45 days after the Card and any Supplementary Card(s) have been physically returned to the Bank, and to set-off against any such funds without notice to the Cardholder or Supplementary Cardholder all amounts due from the Cardholder to the Bank. In case of a deceased Cardholder or Supplementary Cardholder his/her estate will be responsible for settling any outstanding balances and other amounts due in respect of Card Transactions and shall keep the Bank indemnified from all costs (including legal fees) and expenses incurred in recovering such outstanding balances.

8.3 In the event of a Cardholder's bankruptcy or death all outstanding amounts are immediately due and payable and the holder(s) of any Supplementary Card(s) will immediately cease the use of such Card(s) and return it or them to the Bank and pay any amount that may be outstanding under these Terms & Conditions.

- 8.4 The Card remains the property of the Bank at all times and shall be returned to the Bank upon request, together with any Supplementary Card(s) for which the Cardholder is liable.
- 8.5 Where this Agreement relates to the use of a Supplementary Card, the Cardholder or the Supplementary Cardholder may terminate this Agreement (in so far as it relates to the use of the Supplementary Card) by written notice to the Bank accompanied by the return of the Supplementary Card. In both circumstances, the Agreement will remain in force until full payment of Card Transactions and all amounts due under these Terms & Conditions effected by the use of the Supplementary Card has been received by the Bank. Unless and until such termination takes place the Bank shall provide a renewal Supplementary Card to the Cardholder from time to time.
- 8.6 If, for any reason, the Cardholder fails to comply with the Terms & Conditions of this Agreement, the Bank may terminate this Cardholder Agreement and proceed to recover all amounts outstanding thereunder. The Cardholder shall be responsible for all costs, charges and expenses incurred by the Bank including legal fees on a full indemnity basis.
- 8.7 The Cardholder agrees that the Bank may transfer the Cardholder from his / her Credit Card to another Credit Card the Bank offers, if the Bank believes it is appropriate for the Cardholder, if the Cardholder's existing Credit Card(s) is no longer going to be offered by the Bank, or if the Bank introduces new eligibility criteria or changes any existing eligibility criteria for the Cardholder's Credit Card and the Cardholder does not meet this criteria.

## **9. Authorisation and indemnity for telephone, telex and facsimile instructions**

- 9.1 The Cardholder authorises the Bank to rely upon and act in accordance with any notice, instruction, demand or other communication which may from time to time be, or purport to be given, by telephone, telex or facsimile transactions by the Cardholder or on his/her behalf (the "Instructions") without any enquiry on the Bank's part including, without prejudice to the generality of the foregoing, as to the authority or identity of the

person giving or purporting to give the Instructions and regardless of the circumstances prevailing at the time of receipt of the Instructions.

- 9.2 The Bank shall be entitled to treat the Instructions as fully authorised by and binding upon the Cardholder and the Bank shall be entitled to take such steps in connection with or in reliance upon the Instructions as the Bank may consider appropriate, whether the Instructions include Instructions to pay money or otherwise to debit or credit any account, or relate to the disposition of any money, securities or documents, or purport to bind the Cardholder to any agreement or other arrangement with the Bank or with any other person or to commit the Cardholder to any other type of transaction or arrangement whatsoever, regardless of the nature of the transaction or arrangement or the amount of money involved and notwithstanding any error, ambiguity, misunderstanding or lack of clarity in the terms of the Instructions.
- 9.3 The Bank under terms of this authorisation and indemnity is not obliged to accept and act upon the Instructions which include the following:
- Change in Mandate
  - Change to authorised signatories
  - Power of Attorney to another person/entity
  - Closure of the account(s) and transfer of the remaining balance by any means.
- 9.4 In consideration of the Bank acting in accordance with the terms of this authorisation and indemnity the Cardholder hereby irrevocably undertakes to indemnify the Bank and to keep the Bank indemnified against all losses, claims, actions, proceedings, demands, damages, costs and expenses incurred or sustained by the Bank of whatever nature and howsoever arising out of or in connection with the Instructions.
- 9.5 The terms of this authorisation and indemnity shall remain in full force and effect unless and until the Bank receives, and has a reasonable time to act upon, notice of termination from the Cardholder in accordance with the terms of the Mandate, save that such termination will not release the Cardholder from any liability under this authorisation and indemnity in respect of any

act performed in accordance with the terms of this authorisation and indemnity prior to the expiry of such time.

## **10. HSBC Privacy Statement**

To preserve the confidentiality of all information you provide to us, we have adopted the following privacy principles:

- 10.1 We only collect information that we believe to be relevant and required to understand your financial needs and to conduct our business.
- 10.2 We use your information to provide you with better customer services and products.
- 10.3 In terms of the provisions of Article 70 of Royal Decree 114/2000, we have your consent to pass your information to other HSBC Group companies or agents, as permitted by law.
- 10.4 We will not disclose your information to any external organisation unless we have your consent or are required by law and have informed you.
- 10.5 We may be required from time to time to disclose your information to Governmental or judicial bodies or agencies or our regulators, but we will only do so under proper authority or where required by law.
- 10.6 We aim to keep your information up-to-date.
- 10.7 We maintain strict security systems designed to prevent unauthorised access to your information by anyone, including our staff.
- 10.8 All Group companies, all our staff and all third parties with permitted access to your information are specifically required to observe our confidentiality obligations. By maintaining our commitment to these principles, we at HSBC will ensure that we respect the inherent trust that you place in us.

## **11. Third Party Processing and Sharing of Information**

- 11.1 In terms of the provisions of Article 70 of Royal Decree 114/2000, the Customer irrevocably agrees that the Bank may at its discretion and for any purpose (including for the purpose of fraud prevention, audit, the provision of services by any third party, debt collection, or if required by any competent government or regulatory body) share any information, details or data relating to the Customer or the Customer's transactions with any member or associate member of the HSBC Group of Companies.
- 11.2 The Customer irrevocably agrees that the Bank may transfer or sub-contract the provision of any part of the services provided to the customer to any third party including to another member of the HSBC Group whether or not that third party operates in another jurisdiction or territory. The Bank shall remain liable to the Customer for any recoverable loss or damage incurred or suffered by the Customer as a result of the negligence, breach or default of any such third party, and will require that any such third party will be required to maintain the confidentiality of any such information to the same extent as the Bank.
- 11.3 Information about Customers may be processed offshore, in the United Kingdom or elsewhere.

# Other Terms and Conditions

## Definitions

In these terms and conditions, the following terms shall have the following meanings:

**ATM:** Automated Teller Machine

**Bank:** HSBC Bank Middle East Limited operating through its offices in Sultanate of Oman

**Billing Period:** The end of each period when a Credit Card Account Statement will be sent to the Cardholder

**Business Day:** A day when banks are normally open for business in the Sultanate of Oman

**Card Account:** The account opened and maintained by the Bank for each Credit Card to which transactions are posted, including transactions using any Supplementary Cards

**Card Transactions:** The value of purchases of goods and services, cash advances, fees and charges effected by the use of the Card

**Cardholder:** The Person to whom the card is issued

**Company:** Rewards Management Middle East Free Zone LLC

**Country:** The Country where the account is opened and the Credit Card is issued

**Credit Card:** Each eligible Credit Card and Supplementary Card issued by the Bank operating in the Sultanate of Oman

**Eligible Purchase:** A purchase (excluding cash advances) by a Cardholder or Supplementary Cardholder of such minimum amount as the Bank may from time to time determine made using a qualifying Card issued in the Sultanate of Oman by HSBC Bank Middle East Limited for a FIP

**Eligible Transactions:** Those transactions which the Company and the Bank shall from time to time agree are eligible for the award of Air Miles.

**FIP:** HSBC Flexible Instalment Plan

**FIP Interest Rate:** The interest rate applicable to the FIP

**FIP Monthly Payment:** The Total FIP Charge divided by the FIP Term

**FIP Principal Sum:** The amount of the Card Transaction in the Billing Currency relating to an Eligible Purchase which the Bank and Cardholder agree shall be converted into a FIP

**FIP Term:** The duration of the FIP expressed in the number of calendar months which the Bank in its absolute discretion may determine

**Minimum Amount Due:** Minimum payment due computed at a rate to be determined by the Bank and notified to the Cardholder from time to time. The Minimum Amount Due also includes any unpaid Minimum Amount Due from the previous Billing Period(s)

**Payment Due Date:** The date by which the payment must be made to the Bank (the "Payment Due Date"). The Minimum Amount Due also includes any unpaid Minimum Amount Due from the previous Billing Period(s)

**PIN:** Personal Identification Number issued by the Bank

**Start Date:** The date to be agreed by the Company and the Bank and to be announced by the Company

**Statement Date:** Statement generation date which appears on the Card Account Statement

**Total FIP Charge:** The amount of the FIP Principal Sum plus the aggregate of the FIP Monthly Payments

## **12. HSBC Flexible Instalment Plan ("FIP")**

- 12.1 To take advantage of the Flexi Instalment Plan, a Cardholder, after making an Eligible Purchase, must fax a FIP Request Form to the Bank. The FIP Request Form must be received by the Bank before the next Card Statement date. The Bank may, at its absolute discretion, agree to the Cardholder's request.
- 12.2 If the Bank is willing to agree to the Cardholder's request for a FIP and the FIP Term, the Bank shall inform the Cardholder of the FIP Interest Rate, the FIP Monthly Payments and the Total FIP Charge. If the Cardholder agrees to the terms of the FIP offered by the Bank, the Bank will convert the relevant Card Transaction into a FIP. Once agreed, the FIP Term cannot be changed. The Card statement will set out the FIP Monthly Payment due and the remaining balance of FIP Monthly Payments.

- 12.3 The amount of credit available on the Card Account shall be reduced by the aggregate amount of any Total FIP Charge(s) outstanding in relation to that Card Account.
- 12.4 The first FIP Monthly Payment will be added to the Amount Outstanding and the Minimum Amount Due on the Card Account and be paid by the Cardholder in accordance with Clause 8 above starting from the Statement of Account immediately following the date on which the FIP is agreed and every month thereafter until all Total FIP Charge(s) have been repaid in full.
- 12.5 If the Cardholder does not make a payment equal to or more than the Minimum Amount Due on or before the Payment Due Date, for two consecutive Billing Periods then the Bank may at its sole discretion cancel any outstanding FIPs and add an amount equal to the outstanding Total FIP Charge(s) to the Amount Outstanding which will be payable in accordance with Clause 8. The Bank may at its discretion also charge a cancellation fee to the Cardholder.
- 12.6 If the Cardholder seeks to close the Card Account prior to the end of any outstanding FIP Term, the outstanding Total FIP Charge(s) will be added to the Amount Outstanding which will be payable in accordance with Clause 8. The Bank may, at its discretion charge a fee.
- 12.7 The provisions of Clause 2.6 shall apply to any Eligible Purchases subsequently converted into a FIP.
- 12.8 The Bank may at any time and without any prior notice or liability to the Cardholder, vary or terminate the FIP. However, any such variation or termination shall not affect FIPs agreed prior to the date of such variation or termination.

### **13. Credit Cards SMS Alert Services terms and conditions**

The use of SMS Alert Service made available by HSBC Bank Middle East Limited. to its customers shall at all times be governed by the following Terms & Conditions. In these Terms & Conditions the reference to "we" or "us" shall mean HSBC Bank Middle East Limited. and the reference to "you" shall mean the customer. Please read these Terms and Conditions before using these services, and in case of any inquiries please contact your nearest HSBC branch or call our Call Centre on 800 7 4722.

## **Definitions:**

In these terms and conditions, the following terms shall have the following meanings:

**"Account(s)"** means account(s) you have with HSBC. operable through its branches in the Sultanate of Oman.

**"Account Holder"** means a person who has entered into a contract with HSBC, and has an Account in his / her own name or a joint Account in respect of which HSBC may act on the instructions of any one or more of the joint account holders.

**"HSBC"** also referred to as **"the Bank"** means HSBC Bank Middle East Limited, P.O BOX 240, PC 112, Sultanate of Oman, operating through its branches in Sultanate of Oman.

**"HSBC Call Center"** means: HSBC Phone Banking Service, available 24 hours a day, and 7 days a week Call Center: 800 74722 and overseas, +971 4 2288007.

**"Internet Banking Service"** means the service that HSBC makes available through the Internet network to its customers to enable the electronic receipt and transmission of information and Instructions in relation to their Account.

**"OMR"** means Omani Rials.

**"Primary Account"** means first account opened by the customer with HSBC.

**"SMS"** means Short Message Service.

**"SMS Alert Service"** mean delivering SMS notifications for account and/or credit card transactions in real time to HSBC Bank, Sultanate of Oman customers' local mobile phones.

**"Terms"** mean these terms and conditions, which could be amended from time to time.

### **The Terms and Conditions :**

- 13.1. We shall from time to time determine or specify at our discretion the scope and features of the SMS Alert Service, and introduce new fees or charges and we are entitled to modify, expand or reduce the same.
- 13.2. We reserve the right at all times to vary or amend the forgoing Terms & Conditions or to introduce new Terms & Conditions. Any such variations or amendments shall become effective and binding on you upon notification by us to you by a method as we shall decide.
- 13.3. SMS alerts will be sent to you based on a minimum transaction threshold defined by HSBC for each product that is subject to change at our discretion. SMS alerts will be sent to you only in English language.
- 13.4. The SMS Alert Service may, without prior notice, be suspended or terminated by us for any reason whatsoever, including, without limitation, invalid data, closure of related account(s), breakdown, maintenance, modification, expansion and/or enhancement work caused or initiated by the telecommunications company (s) concerned in relation to their network or by any service provider in respect of the SMS Alert Service. We will not assume any liability or responsibility for any such suspension or termination.
- 13.5. The SMS Alert Service may be terminated at any time upon your request to us via Internet Banking Account or by calling HSBC Call Center available 24/7. Any such termination shall be effective within 2 working days of receipt of the termination notice by us.
- 13.6. Any information received under the SMS Alert Service is for information only, and shall not be taken as conclusive evidence of the matter to which it relates. The Bank should be notified by the customer of any changes to information provided to the Bank related to or for the purposes of the SMS Alert Service including the details of the Customer's designated mobile phone number and the telecommunications company providing or servicing it.
- 13.7. You must report immediately to HSBC local call center any transaction notified to you by SMS that was not

performed, and/or authorized by you. In addition, you shall promptly inform us of any loss or theft of your mobile phone by calling HSBC Call Center, 24/7. We shall not be liable for any loss or claim resulting from the relaying of any information pursuant to the SMS Alert Service to the designated mobile phone number prior to receipt of any notification of loss or theft.

- 13.8. We shall not assume any liability or responsibility for any failure or delay in transmitting information to you or any error in such information. In particular, we shall not assume any liability or responsibility for the consequences arising from any cause beyond our reasonable control including, without limitation, failure of your telecommunications equipment to receive information for whatever reason, any telecommunications breakdown, mechanical failure, path failure, malfunction, breakdown, interruption or accuracy of equipment or installation. None of the telecommunications companies designated by us are our agents or our representatives and there is no co-operation, partnership, joint venture or other relationship between us and any of them.
- 13.9. You undertake to indemnify and hold us harmless against all actions, claims, demands, liabilities, losses, damages, costs and expenses of whatever nature that may result or which we may sustain, suffer or incur as a result of our agreeing to provide the SMS Alert Service to you.
- 13.10. We shall not be liable for any losses or damage caused:
- (a) by the disclosure of confidential information;
  - (b) by the disclosure of information to the designated mobile phone where such designated mobile phone is in another person's possession with your consent; or
  - (c) to your data, designated mobile phone, telecommunications equipment or other equipment, in each case caused by your use of the SMS Alert Service.
- 13.11. Any notice from us to you may be made in such manner and by such means of communication as we shall deem fit, including, without limitation, use of direct mailing material, advertisement, branch display, electronic communications such as e-mail or via the SMS Alert Service. Any notice from you to us shall be in writing and to be delivered to any of our branches or through

your Internet Banking Account or by contacting HSBC Call Center unless otherwise indicated in these Terms & Conditions.

- 13.12. The cost of Roaming Service for SMS messages to your mobile outside the Sultanate of Oman will be charged to you by your local mobile operator according to its tariff without any HSBC interference or liability. Delivery of SMS while the customer is abroad is dependant upon the telecom service provider offering the roaming service for the country where you have travelled and on your subscribing to the roaming service. The Bank will not be responsible for non delivery of messages.

**Important Information for Credit Cardholders:**

The credit cardholders will be automatically enrolled in the SMS Alert Service free of charge. Enrolling in the SMS Alert Service will result in the Bank providing the services to all credit cards owned by Primary and Supplementary cardholders. Each Primary and Supplementary cardholders will receive SMS related to each card usage on their own mobile numbers available in the bank records.

**14. General**

- 14.1 The Bank shall have the right at its absolute discretion to transfer, assign and sell in any manner, in whole or in part any Cardholder's Amounts Outstanding. The Cardholder shall pay all the costs of collection of dues, legal expenses and outstanding amounts with interest, should it become necessary to refer the matter to a legal recourse to enforce payment.
- 14.2 Whenever required by the Bank, the Cardholder shall furnish data concerning his/her financial position to the Bank. The Cardholder further authorises the Bank to verify the information furnished. If the data is not furnished when called for, the Bank at its discretion, may refuse renewal of the Card or cancel the Card forthwith.
- 14.3 Cardholder telephone calls may be recorded and retained by the Bank.
- 14.4 The Cardholder hereby authorises the Bank to, without notice, combine or consolidate the Amount Outstanding

on the Cardholder's Card Account with any other account which the Cardholder maintains with the Bank and set-off or transfer any monies standing to the credit of the Cardholder's other accounts in or towards satisfaction of the Cardholder's liability to the Bank under these Terms & Conditions.

- 14.5 This Agreement supersedes any similar agreement with the Bank in connection with the issue or use of Card(s), such agreement being hereby cancelled.
- 14.6 The Bank reserves the right at all times to vary or amend the foregoing Terms & Conditions or to introduce new Terms & Conditions. Any such variations or amendments will become effective and binding on the Cardholder upon notification to the Cardholder by any means the Bank deems fit. If the Cardholder is unwilling to accept any such variations or amendment, the Cardholder must return the Card along with Supplementary Card(s) to the Bank for cancellation. The Cardholder will indemnify the Bank (notwithstanding any termination of this Agreement) against Card Transactions of these Card(s) prior to the return of the Card and any Supplementary Card(s) to the Bank.
- 14.7 The Bank shall not be liable for any loss suffered by the Cardholder if the Bank is prevented from or delayed in providing the Cardholder with any banking or other service due to strikes, industrial action, failure of power, supplies or equipment, or causes beyond or outside its control.
- 14.8 The Cardholder will continue to be liable for finance charges and other charges if for any reason, the Bank is unable to produce or send the Cardholder a statement of account.
- 14.9 The Bank may, in its absolute discretion, offer additional services or products to the Cardholder at no additional cost to the Cardholder. Details of any such additional services will be notified to the Cardholder in any way the Bank deems appropriate including, but not limited to, the welcome pack, at any branch of the Bank or on the Bank's website. The Bank may amend or withdraw any such additional service at any time by giving written notice to the Cardholder.

# Insurance Services

We offer a comprehensive range of insurance products and services designed to protect you and your family against unforeseeable events

## Credit Shield Plus

As an HSBC Advance Cardholder, you can benefit from an optional feature called Credit Shield Plus. Credit Shield Plus offers you a waiver of your outstanding balance in the unfortunate event of Death or Permanent Total Disability (PTD) and will waive your monthly minimum installment in the event of Involuntary Loss of Employment (ILOE) for employed eligible Cardholders or Temporary Total Disability (TTD) for Self Employed eligible Cardholders.

To benefit from this protection, a fee of 0.65% of your monthly outstanding balance will be charged and will be reflected on your monthly Credit Card statement.

- In the event of Permanent Total Disability or Death of the Primary Cardholder, 100% of the outstanding balance on the card is waived up to a maximum of OMR 5,000 for Classic Cards and OMR 10,000 for Gold Cards.
- In the event of Involuntary Loss of Employment of the Primary Cardholder, the insurance company will pay to the Bank one monthly minimum installment due on the previous month Credit Card statement for each period of 30 days of proved unemployment (You should not be aware of any impending unemployment at the time of your application).
- In the event of Temporary Total Disability of the Primary Cardholder, the Bank will waive one month's minimum installment due on the previous month Credit Card statement for each period of 30 days of TTD

## Summary of Benefits

The Cardholder's outstanding balance is waived in the event of Death and Permanent Total Disability (PTD) and the Cardholder's monthly minimum installment in the event Involuntary. Loss of Employment (ILOE) for employed eligible Cardholders or Temporary Total Disability (TTD) for self employed eligible Cardholders subject to the limit of benefits and exclusions.

- **Permanent Total Disability (PTD)** means disability from bodily injury, sickness or disease so as to prevent the insured Cardholders to perform any kind of work, occupation or profession for compensation, profit or gain for the remainder of his lifetime.
- **Involuntary loss of employment (ILOE)** means the unemployment of the insured Cardholder arising out of the unilateral decision of the employer to terminate his employment contract for any reason other than those mentioned under exclusions.
- **Temporary Total Disability (TTD)** means insured Cardholder's total and temporary disability to perform his own work as a result of accidental bodily injury, sickness or disease. The state of TTD is exclusively recognized by a physician designated by the Bank's Insurance Company.

### Limit of Benefits

- **In case of Permanent Total Disability or Death of the Primary Cardholder**, 100% of outstanding balance will be waived up to OMR 5,000 for Classic Cards and OMR 10,000 for Gold Cards.
- **Maximum Benefit payment term:** Benefits are subject to an aggregate of OMR 20,000 on all types of Cards held by the Cardholder.
- **In case of Involuntary Loss of Employment of the Primary Cardholder**, the Bank will waive one monthly minimum installment due on his previous month Credit Card statement for each period of 30 days of proved unemployment up to 3 months per claim.
- **Maximum Benefit payment term:** The client is entitled to 3 waiver payments after the deferral period of 90 days and after the 30 days waiting period. To re-qualify the Cardholder needs to have a job for 6 months after which he will be entitled to another 3 minimum monthly payments waived. The maximum benefit payment term is 6 minimum monthly payments in aggregate for several claims due to ILOE during the period of one year.
- **In case of Temporary Total Disability of the Primary Cardholder**, the Bank will waive one month's minimum installment due on his previous month Credit Card statement for each period of 30 days of TTD.
- **Maximum Benefit payment term:** The client is entitled to 6 minimum monthly payments waived after the 60 days waiting period. In case less than 2 Months are elapsed between two claims due to TTD, the two claims are assumed to make only one. The maximum benefit

payment term is 12 monthly indemnities in aggregate for several claims due to TTD during the period of one year.

## **Eligibility**

- All HSBC Credit Cardholders between the age of 18 and 64 may choose to be enrolled to benefit from Credit Shield Plus. The Benefit will cease when the Cardholder attains 65 years of age.
- Clients who opt out of the scheme can rejoin, after a waiting period of 90 days.

## **Monthly charge**

A fee of 0.65% of your monthly outstanding balance will be charged and will appear on your monthly Credit Card statement.

## **Claims**

### **1. Claims conditions**

To be eligible for a claim, customers must meet the following conditions applicable for Death, PTD, ILOE and TTD:

- They are the primary Cardholder.
- The Cardholders are acting as individuals – Cardholders acting as representatives of companies or corporations are not insurable.
- Being less than 65 years old.

### **Additional conditions for Permanent Total Disability:**

- There must be a minimum consolidation period of 12 continuous months of total disability before a claim due to PTD can be reported. However, in case of total and irrevocable loss of sight of both eyes, or of the loss by severance of two or more limbs (at or above wrist or ankle), the consolidation period of 12 months can be waived and the state of PTD be recognized immediately.

### **Additional conditions for Involuntary Loss of Employment:**

- 6 continuous months of permanent gainful contract of employment of not less than 30 hours per week with the same employer in the private / public sector. Self-employed are not entitled to claim under this Involuntary Loss of Employment.
- Being unemployed as a consequence of redundancy or dismissal (other than due to a reason of misconduct).
- Deferral of Coverage: 90 days accounted only once from the date of enrolment in Credit Shield Plus. A claim is automatically turned down if redundancy or dismissal is

notified to the borrower within these 90 days.

- Waiting period: 30 consecutive days from the date upon which the borrower is involuntarily unemployed.

This waiting period is deductible: no benefit is paid for the first 30 days of unemployment. The waiting period is applicable to each and every claim.

**Re-qualification:** There must be at least 6 months of continuous employment after the term of a first claim for which benefits have been paid to re-qualify for a new one.

### **Additional conditions for Temporary Total Disability:**

- Waiting period: The benefit payment is subject to a waiting period of 60 days continuously. The waiting period is calculated from the first day of TTD. No benefit is paid for the first 60 days.
- Re-qualification: In case less than 2 months are elapsed between two claims due to TTD, the two claims are assumed to make only one (but the waiting period is not applied then to the second TTD claim occurred).

## **2. Notice of Claims and documentation:**

In the event of a Claim, just call 800 70 700 and submit the following documents within 90 days of the incident:

### **Death**

- Original death certificate indicating exact cause of death.
- Detailed medical report if cause of death is not stated in the death certificate.
- Police report if death occurs due to an accident or murder.
- Post mortem or coroner's report if conducted.
- Copy of passport or ID Card of the deceased.

### **Permanent Total Disability**

- Evidence that a registered occupation was carried out on the 1st day of the continuous period of disability.
- Detailed Medical report indicating nature and date of onset of ailment/risk factors/accident as well as degree of disability.
- All relevant X-Rays/ CT Scans/ MRIs/ Lab tests and reports.
- Police Report is required if accident occurs in certain countries (which will be advised at the time of notification).

### **Involuntary Loss of Employment**

#### **Documents provided by the Cardholder:**

- A letter by means of which dismissal or redundancy was notified to the Cardholder by his employer; including the

date, the cause and the effective date of dismissal.

- Copy of Credit Card statements of the related months and three months prior to termination.

**Documents provided by the Bank:**

- Letter from the bank stating the outstanding amount on clients Credit Card at time of insured's ILOE.
- Copy of the Credit Card application form/agreement completed by insured Cardholder.

**Temporary Total Disability:**

- Evidence that the Cardholder was carrying a registered occupation on the 1st day of the continuous period of disability.
- Certificate of the registered physician who prescribed the absence from work due to sickness or accident, indicating its cause and probable duration.
- Evidences of payment of disability allowances (for sick leave, work injury) by the National Insurance Scheme, if any.
- An official personal identity data of the Cardholder and any other additional document that may be asked at the time of claim.

**Exclusions**

**Significant exclusions applicable in case of Death and Permanent Total Disability or Temporary Total Disability**

- Pre-existing conditions.
- Suicide while sane or insane.
- A sickness directly or indirectly attributed to HIV and/or any related illness including AIDS.
- Abuse of alcohol or drugs.
- War, or riot, or civil commotion, acts of terrorism.
- Radioactive contamination.
- Service in armed forces while on duty and active war.
- Illegal act / criminal activity.
- Aviation, gliding or any other form of aerial flight other than as a fare paying passenger of a recognized airline or charter service.
- Participation in any sport involving a motor engine (including rallies), professional sports, boxing, scuba diving, rugby, football, skiing, waterskiing, parachuting or hang-gliding, horse racing and mountain climbing.
- Claims notified more than 180 days after death.

**Additional exclusions for Permanent Total Disability**

- Self-inflicted bodily injury while sane or insane.
- Psychiatric illness or any mental or nervous disorder.

- Subjective complaints not detectable with laboratory measurement, microbiological, biochemical means and/or imaging.
- Failure to undergo medical treatment recommended by a legally qualified medical practitioner.
- There must be at least 12 continuous months elapsed from the commencement of total disability before it can be recognized as being Permanent.  
However, in case of the total and irrevocable loss of sight of both eyes, or of the loss by severance of two or more limbs (at or above wrist or ankle), the waiting period of 12 months can be waived and the state of PTD be recognized immediately.

#### **Additional exclusions applicable in case of Involuntary Loss of Employment**

- Loss of employment which is notified during the deferral of coverage period
- The severance or the natural expiry of a fixed term contract of employment or of an interim contract
- Retirement including early retirement
- Dismissal or redundancy when the employer is a next of kin of the claimant, or when the claimant is a shareholder of the company or a member of its board
- Resignation or voluntary redundancy, including cases of rejection of other suitable job in company due to organizational changes
- Self-employment: since self-employment customers cannot avail waiver benefit due to ILOE plan, they will benefit from the Temporary Total Disability coverage at the same rate
- Dismissal by reason of misconduct
- Strikes, lockouts or other organized labor disputes or any unlawful acts
- Partial, seasonal or casual employment

#### **Additional exclusions for Temporary Total Disability**

- Any mental condition, including but not limited to nervous breakdown, depression, anxiety or other stress related condition
- Backache and related conditions, unless there are definite clinical findings, such as radiological medical evidence of abnormality

The benefit is offered by HSBC and the insurance is underwritten by American Life Insurance Company (Alico)



