



Bank AL Habib Limited
SUPPLEMENTARY VISA DEBIT CARD APPLICATION FORM

The Manager
Bank AL Habib Ltd.

Branch

Branch Code

Date:

Dear Sir,
I/We request you to issue me/us a Supplementary Visa Debit Card as per details given below. I/We have read, understood and agree to abide by the terms and conditions of usage of the said card mentioned overleaf and understand that the Supplementary Visa Debit Card is not a Credit Card and it is linked with the Global Visa Network allowing to access my/our account from over 24 million merchants and one million ATMs around the globe. I/We also understand and accept that due to restriction in numbers of character in the name field, the name of supplementary card applicant may be truncated, but no nick name will be inserted. I/We also understand that Visa Debit Card will be delivered to me/us by the branch on personal visit on showing Original CNIC. If the Supplementary Visa Debit Card is not collected/activated within 60 days from the date of issuance, it will be cancelled and a Replacement Card will only be issued on request. I/We completely understand that the Bank may levy fees/charges as and when applicable in connection with the Supplementary Visa Debit Card services and I/We agree to pay the same in accordance with the Bank's Schedule of Charges applicable at that time.

PRIMARY CARD HOLDER'S INFORMATION

Account Title
Account Number
VISA Debit Card Number
Primary Card Holder's CNIC #
Signature of Primary Card Holder

SUPPLEMENTARY CARD APPLICANT'S INFORMATION

Name on Supplementary Visa Debit Card
CNIC #
Date of Birth
Mother's Maiden Name
Email Address
Current Mailing Address
Telephone
Residence
Office
Mobile

Relationship of Supplementary Applicant with Primary Card/Account Holder
Supplementary Card Applicant's Signature

Attested by Primary Card Holder
(Rubber Stamp of Company required in case of Sole Proprietorship A/C)

FOR BRANCH USE ONLY

Signature Verified by
Application Approved by

ATM-16 (0211)



The Cardholder understands that by signing this Application Form, the Cardholder agrees to the Bank's Terms and Conditions shall be read in conjunction with the Terms and Conditions of the Bank's VISA Debit Card issued by Bank AL Habib Limited (hereinafter referred to as the Bank).

- 1. Definitions
1.1 Card: shall mean the Bank AL Habib VISA Debit Card, which shall include any replacement Card.
1.2 Cardholder: shall mean the person(s) authorized to operate the Account (singly in case of Joint Account held on an either or survivor basis) in accordance with the Bank's Terms and Conditions applicable to such Account, and where applicable, persons who shall be issued a supplementary Card.
1.3 Branch: shall mean that branch of Bank AL Habib Limited, where the Cardholder's Account is held.
1.4 Account: shall mean the bank account held with the Bank in the name of the Cardholder (whether solely or jointly with another person), the number of which account is or shall be specified in the application form for the Card.
1.5 PIN: means the Personal Identification Number which the Cardholder uses from time to time with the Card and shall also include the Telephone Personal Identification Number (TPIN) where the context so permits.
1.6 Transaction: means any cash withdrawal or payment or any other transaction that may be made using the Card, or any refund arising in connection with the use of the Card in any authorized manner for debit or credit to the Account.
1.7 VISA: means Visa International Service Association.
2. Card Usage
2.1 The Card may be used to withdraw money at any Automated Teller Machine (ATM) or to access any additional banking services offered through the ATMs (including, but not limited to transfer of funds locally from one account to another within the Bank or any other bank in Pakistan and payment of utility bills). The Card may also be used for payment for goods and/or services at retailers or suppliers worldwide which display the VISA Plus sign and who accept the Card, subject to compliance with VISA Rules and regulations as applicable from time to time.
2.2 If the Cardholder uses the Card for Transactions outside Pakistan (including ATMs), the Cardholder will be liable for currency conversion and service fee which is charged upfront at the time of the Transaction. However, the Bank makes no warranty and assumes no liability or responsibility for any limitation on conversion or availability of foreign exchange whether due to State Bank of Pakistan or otherwise.
3. Card Issuance: The Bank may issue a Card, at its sole discretion, when the Cardholder has duly completed an application form, agreed to these Terms and Conditions and the Terms and Conditions for bank accounts and the same have been approved by the Bank. Opening and maintaining an Account with the Bank is a condition precedent for the issuance of a Card.
4. Ownership: The Card belongs to the Bank and the Bank may, through any of its authorized officers, servants, employees, associates or agents retain the Card, require the Cardholder to return the Card or suspend the use of the Card at any time in its absolute discretion and the Bank shall not be liable for any loss suffered by the Cardholder as a result thereof. The Card shall only be used by the Cardholder. The Cardholder is not permitted to give his/her Card to third parties and is responsible for ensuring that the Card is not accessible to any such third parties.
5. Validity: The Card shall not become valid or operational until the Cardholder acknowledges receipt of the Card and accepts the Terms and Conditions for Card usage. The Card will be activated in such manner as the Bank may specify from time to time. The Card shall only be valid for the period specified on it and must not be used beyond such period or if the Bank has required by notice in writing to the Cardholder that the Card be returned to the Bank. When the period of validity of a Card expires, it must be destroyed by cutting it in half through the magnetic strip, which shall be the responsibility of the Cardholder.
6. Loss or Theft
6.1 The Cardholder must take all precautions to prevent un-authorized use of the Card or the PIN. If the Card is lost or stolen, the Cardholder shall immediately notify the Bank by telephone on the contact number(s) from time to time notified to the Cardholder and the Cardholder must, in addition, immediately notify the Bank in writing of such loss or theft. The Cardholder will be solely responsible for any losses or expenses incurred as a result of the loss, theft, misuse or un-authorized use of the Card. The Bank shall take reasonable steps to deactivate the Card upon being reported stolen or lost, subject to the Cardholder providing information to establish his/her identity to the satisfaction of the Bank. However, the Bank will not assume liability for any misuse of the Card until such time as it is deactivated.
6.2 The Cardholder must co-operate with any officers, employees, representatives or agents of the Bank and/or law enforcement agencies in any efforts to recover the Card if it is lost or stolen. The Bank is authorized to disclose information about the Cardholder and the Account if the Bank ascertains that it will help avoid or recover any loss to the Cardholder or the Bank, resulting from the loss, theft, misuse or un-authorized use of the Card. If the Card is found after the Bank has been given notice of loss or theft the Cardholder must not use it again. The Card must be cut in half through the magnetic strip by the Cardholder and returned to the Bank immediately.
7. PIN:
7.1 At the request of the Cardholder, the Bank will issue a PIN to the Cardholder. If the Bank issues a PIN, the Cardholder must take all reasonable precautions to avoid un-authorized use, including but not limited to, destroying any correspondence containing the PIN promptly after receipt, never disclosing the PIN to any third party, never writing the PIN on the Card or any other item normally kept with the Card and never writing the PIN in a way that can be understood by someone else. The Cardholder shall take every precaution to prevent disclosure of the PIN to any third party. The Cardholder must notify the Bank, as soon as the Cardholder becomes aware that a third party (besides the Cardholder) knows or is suspected of knowing the PIN.
7.2 Each person, who through the use of the Card with the PIN withdraws cash or makes payment(s), will be considered by the Bank to be an authorized Cardholder. This also applies if the person is not actually a Cardholder and the Bank is authorized to accept such Transactions by the aforesaid use and debit the relevant Account(s) in respect of such Transactions. The risk arising from the use and the misuse of the Card is thus solely assumed by the Cardholder directly and the Bank will not be liable in respect of the same. If the PIN is held with the Card and subsequently lost or stolen, the Cardholder will be solely liable for all PIN related Transactions. If the Cardholder discloses the PIN to any third party, then the Cardholder will be solely liable for all subsequent PIN related Transactions.
8. Charges: The Cardholder agrees that charges, fees, duties, levies and other expenses (collectively the "Charges") will be charged by the Bank for the issuance and usage of the Card as per the Schedule of Charges. The Cardholder agrees to pay and reimburse the Bank, all or any such charges immediately upon demand. Such charges may change from time to time as per the Schedule of Charges of the Bank and it shall be the Cardholder's responsibility to comply with the same. All charges are non-refundable unless otherwise indicated by the Bank.
9. Total Usage: The total amount of any Transactions carried out in any single day shall be limited to such amounts and by such other conditions as shall be notified in writing to the Cardholder by the Bank from time to time, with effect from the date of such notice. The Cardholder shall not enter into Transactions involving the Card for a value in excess of the credit balance or limit (if any) of the Account as may be prescribed from time to time. If the Bank is asked to authorize a Transaction, the Bank may take into consideration any other Transactions which have not been debited to the Account (and any other transactional activities upon the Account) and the limits and other conditions referred to in these Terms and Conditions. If the Bank determines that there are or will be insufficient available funds in the Account to pay the amount that would be due in respect of such a Transaction, the Bank may, in its own absolute discretion, refuse to authorize such Transaction, in which event such a Transaction will not be debited to the Account. The Bank shall not be liable for any loss resulting from any such refusal to authorize any Transaction.
10. Insufficient Funds: In the event that there are insufficient funds available in the Account for any Transaction or other amount payable from the Account, including any mark, fees, charges, currency conversion charges, service fee or any other payments due to the Bank, the Bank may in its own absolute discretion (and without any obligation to do so) transfer or arrange the transfer of sufficient funds from any other account held by the Cardholder with the Bank to the Account. In this regard, the Cardholder permits, authorizes and consents to the Bank consolidating, combining or setting off any such credit balances existing in such other accounts against the Transactions charged or to be charged by the Cardholder against the Account.
11. Refusal to Accept Card:
11.1 The Bank shall not be liable for any loss resulting from the refusal of any retailer, supplier, other bank or card operated machine or any other person or entity to accept use of the Card in connection with any Transaction. No claims of the Cardholder against any retailer or supplier may be the subject of set-off, claim or counterclaim against the Bank.
11.2 The Bank shall not be liable in any way for the quality, quantity, sufficiency, acceptability, merchantability of goods and/or services booked, used or purchased by the Cardholder through the use of the Card or for any breach or non-performance of any Card Transactions by a retailer or supplier. The retailer or supplier shall under no circumstances be regarded as an agent or representative of the Bank nor shall the Bank be responsible or liable in any manner for any acts or omissions or breach of representations on part of the merchant/retailer.
11.3 In the event of a dispute between the Cardholder and a retailer relating to the Card or a Transaction and/or the Bank or any other person, the Cardholder's liability to the Bank shall not, in any way, be effected or reduced or suspended by such dispute or any counter claim which the Cardholder may have against such retailer or other person.
12. Statement: The Cardholder must check the record of the Transactions from the statement of Account as per the set frequency through internet banking, through a mini statement from an ATM or a statement sent by the Bank. The Cardholder must inform the Bank in writing within seven (7) days of a Transaction or issuance of a statement, whichever is later, if any irregularities or discrepancies exist in the Transaction particulars of the Account or any Account statement that the Bank sends to the Cardholder. If the Cardholder does not receive any information to the contrary within the above seven (7) days period, the Bank is entitled to assume that all Transactions are correct and may be treated as conclusive for all purposes. In addition, in the event that the Card is issued at any ATM and the Cardholder receives short payment or non payment during the Transaction having been successfully executed, he/she must inform the Bank in writing within seven (7) working days of the impugned Transaction, otherwise the Bank's statement of Account and records shall be deemed to be conclusive of the matter. Furthermore, in the event the Cardholder uses the Card at any ATM which is not operated by the Bank, then the Bank shall be entitled to rely on the records provided to it by the ATM, which and any omission or failure by the Bank to contemporaneously debit the Cardholder's Account for any Transaction by the Cardholder may be completed by the Bank on any subsequent date by direct debit without prior reference to the Cardholder.
13. Cancellation of Transactions and Errors in Transaction:
13.1 A Transaction cannot be cancelled by the Cardholder after it has been completed.
13.2 In case a Cardholder uses the Card at an ATM and the Cardholder's Account is debited and cash not distributed or disbursed short, the Cardholder will be required to submit a claim for the amount of the respective Card Transaction with the Bank and the Bank will reverse the debited amount only after verification of such amount for the subject Card Transaction from the ATM and the respective bank whose ATM was used.
13.3 In the event of any disputed Transaction, the Cardholder must send a written intimation, with details of the dispute, to the Bank within 15 days from the date of the disputed Transaction. If such a written intimation is not received by the Bank within 15 days from the date of the Transaction, the said Transaction will be deemed to be authentic and the Customer shall be liable for the Transaction.
14. Posting: Subject to these Terms and Conditions the Bank will normally debit the amount of any Transaction to the Account as soon as the Bank receives proper instructions in connection therewith, provided that the Bank will not be liable for any loss resulting from any delay in doing so. The Cardholder agrees to reimburse the Bank for any amounts that are due from the Cardholder for Transactions authorized by him/her even after closing of the relevant Account.
15. Refund: If a retailer or supplier makes a refund by means of a Transaction the Bank will only credit the Account when an audit receives the retailer or supplier's proper instructions to do so, as well as the funds in respect of such refund, provided that the Bank will not be responsible for any loss resulting from any delay in receiving such instructions and funds.
16. Promotions: Without prejudice to the foregoing, the Bank may, from time to time and at its sole discretion, promote the goods or services of certain specified companies ("Affiliates") amongst all or any of its Cardholders. If such a promotion is made available to the Cardholder and the Cardholder avails the promotion, the Cardholder agrees that in addition to these Terms and Conditions, the Cardholder will abide by the Terms and Conditions of the promotion as stipulated by the Affiliates, in consultation with the Bank. Such a promotion may be withdrawn at any time without any notice to the Cardholder.
17. Termination & Suspension:
17.1 In order for the Cardholder to terminate the Agreement comprised in these Terms and Conditions, the Cardholder must notify the Bank in writing, cut the Card in half through the magnetic strip and return the Card to the Bank. Such termination shall be effective, subject to the provisions of these Terms and Conditions and any charges relating thereto may be charged by the Bank at its sole option at any time and from time to time by notice (whether general, specific or by publication in the Bank's Schedule of Charges) to the Cardholder(s). Any such changes will be effective from the date stated on the notice or Schedule of Charges or such later date as may be expressly specified therein by the Bank. However, any charges or fees due to VISA in respect of the use of the Card and any variations thereto made by VISA shall be solely to the Cardholder's Account only, in accordance with the time period specified by VISA and the Bank shall not be liable for same.
17.2 The Bank is authorized to suspend Transactions linked with the Card and suspend the Card at any time, without prior notice to the Cardholder and without assigning any reason therefor.
17.3 The Bank may suspend, withdraw or terminate the Card and cancel the Card without assigning any reason therefor and without affecting the Cardholder's liabilities and obligations to the Bank. The Cardholder further accepts that no prior notice will be required to be given by the Bank for such suspension/ withdrawal/cancellation and retention of the Card by the ATM and refusal by the ATM to honour instructions through the Card may be construed as a withdrawal/cancellation of the Card, unless confirmed otherwise by the Cardholder from the Bank.
18. Terms and Conditions to Remain in Full Force and Effect: These Terms and Conditions shall be deemed to remain in full force and effect if and in so far as any Transaction is completed but not debited to the Account prior to termination thereof.
19. Post Termination: Termination of these Terms and Conditions shall not prejudice any liability in respect of things done or omitted to be done prior to termination thereof.
20. Liability Parties:
20.1 The Bank shall not be liable to the Cardholder for any loss suffered as a result of the Bank being prevented from or delayed in providing any banking or other service, to the injury, property damage or any other loss or damage that may be sustained by the Cardholder in using the Card at the ATM or locations and it is agreed that the Cardholder shall use the Card entirely at his/her own risk, cost and consequences.
20.2 The Cardholder has no claim to any compensation from the Bank if usage of the Card is not possible due to technical malfunctions and operations failures or any other reasons whatsoever and the Bank excludes all liabilities for all losses or damages suffered by the Customer for not being able to use the Card.
20.3 Whenever the Card is used by the Cardholder for payment of any utility or other bills, the Cardholder shall remain solely liable for any penalty, cost or surcharge which may be levied by the utility or service provider for late payment or any other reason, irrespective of whether the Cardholder provided adequate notice and proper details to the Bank.
20.4 The Cardholder will be liable for all losses or costs incurred by the Bank as a result of any breach by the Cardholder of the terms and conditions contained herein and shall reimburse to the Bank all such costs on the Bank's first demand.
20.5 The Cardholder accepts that all Transactions shall be binding jointly and severally on all joint Account holders.
21. Change of Terms and Conditions: These Terms and Conditions and any charges relating thereto may be changed by the Bank at its sole option at any time and from time to time by notice (whether general, specific or by publication in the Bank's Schedule of Charges) to the Cardholder(s). Any such changes will be effective from the date stated on the notice or Schedule of Charges or such later date as may be expressly specified therein by the Bank. However, any charges or fees due to VISA in respect of the use of the Card and any variations thereto made by VISA shall be solely to the Cardholder's Account only, in accordance with the time period specified by VISA and the Bank shall not be liable for same.
22. Disclosure: The Cardholder authorizes the Bank to disclose any information in relation to the Cardholder and Account to companies within the Bank's group of companies, third party processors, third party service providers and/or card personalisation firms utilised by the Bank from time to time. Such information shall include but not be limited to the Cardholder's details, the Card, the Account and any Transaction as the Bank considers in its sole opinion to be necessary or desirable. The Bank may also disclose such information in relation to the Cardholder, the Card, the Account or any Transaction to any person or entity, as may be required by law, practice or usage.
23. Indemnity: The Cardholder hereby indemnifies and holds the Bank harmless against any or all losses, damages, claims, costs or expenses which the Bank suffers or sustains as a consequence of the Cardholder being in breach of these conditions or the Terms and Conditions governing the Account or the Cardholder using or permitting the use of the Card for any Transaction, whether illegal, unauthorised or otherwise. In this regard, in the event of the Cardholder's death, the Bank should be notified immediately by the Cardholder's next of kin or successors for block age of the Account and the Card shall be promptly returned to the Bank for cancellation. Any Transactions made on the Card prior to the date of suspension of the Account using the Card will be charged to the Cardholder's Account and this shall continue until such notice of death is received in writing by the Bank. The Bank shall not be responsible for any losses resulting from and delay in such suspension being made effective. Pending provision of a success order certificate by the successors of the Cardholder or such other document as the Bank may specify, the Cardholder's Account will remain frozen.
24. Bank Account Terms and Conditions: These Terms and Conditions are to be read in conjunction with the Account Opening Terms and Conditions as shall be applicable to the Account from time to time.
25. Supplementary Cards: The primary Cardholder shall be solely responsible for all Transactions carried out using a supplementary Card. In this regard, the point of contact for the Bank in conjunction with all matters relating to the usage of the supplementary Card (including any related dispute) shall be the primary Cardholder and the primary Cardholder acknowledges and accepts the same. The Bank shall also require the consent and signature of the primary Cardholder on any correspondence or instructions (including any amendment) to the Bank regarding the supplementary Card. The supplementary Cards shall not be issued to minors.
26. Governing Law: These Terms and Conditions are subject to the rules and regulations, circulars and directives of the State Bank of Pakistan (as may be applicable from time to time) and will be governed by the substantive and procedural laws of the Islamic Republic of Pakistan. The courts in Pakistan will have exclusive jurisdiction.
27. Contact Details: On notification by the Cardholder, either telephonically or in writing to the authorized office/representative of the Bank conveying fresh or amended contact details in respect of the Account, Card and/or Cardholder, the Bank shall be authorized to update its record by amending the previous particulars in accordance with the updated particulars notified to the Bank.
28. Link Account(s) disclaimer: The Cardholder understands and accepts the risk of the Cardholder requests the Bank to link more than one of accounts maintained with the Bank to a Card. The Cardholder accepts and acknowledges that linking more than one account to a Card exposes all of the linked accounts to the risk of losses, theft or misuse of a Card and/or Account.