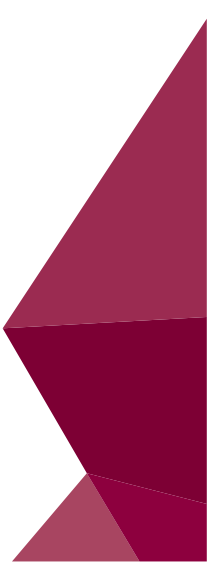


# Terms and Condition for Banking Services (Retail)



## **Terms and Condition for Banking Services**

Please read the following Terms and Conditions carefully. The availing of all banking services and facilities offered by Commercial Bank is conditional upon the Customer's acceptance of these Terms and Conditions, as amended from time to time at Commercial Bank's absolute discretion.

### **Definitions & Constructions**

#### **a) Definitions**

Unless the context requires otherwise in these Terms and Conditions, the following terms shall have the following meanings:

**"Commercial Bank"** means The Commercial Bank (P.S.Q.C.)

**"QCB"** means Qatar Central Bank

**"We", "us" and "our"** means The Commercial Bank (P.S.Q.C.), its assigns and successors.

**"You" and "your"** means a customer of The Commercial Bank (P.S.Q.C.) or his/her authorized agent.

**"Customer"** means a prospective customer of Commercial Bank or his/her authorized agent desiring to open Accounts and subscribe to Facilities pursuant to the Application.

**"Account"** means an account opened with Commercial Bank by a Customer including but not limited to Current Account, Savings Account, E-savings Account, Minor Account and Call Account.

**"Accountholder"** means a Customer (or Customers in the case of a Joint Account) of Commercial Bank who holds an Account with Commercial Bank.

**"Agency"** means any 3rd party service provider appointed by Commercial Bank to provide incidental services under the Facilities, including but not limited to telecommunications.

**"Application"** means the application form completed by the Customer for the purpose of opening Accounts and availing of Facilities and to which these Terms and Conditions relate. The Application shall be deemed to include all these Terms and Conditions.

**"Banking Hours"** means the hours during which Commercial Bank is open for general business on a Business Day.

**"Business Day"** means a day on which Commercial Bank is open for general business in the State of Qatar.

**"Debit Card"** means the VISA Electron card issued by Commercial Bank.

**"Facilities"** means any of SMS Banking service and Telephone Banking service offered by Commercial Bank

**"Instruction"** means a request for information or transaction instruction issued by the Customer to Commercial Bank in connection with an Account and may be issued through any of the Facilities.

**"Machine"** means, but is not limited to, an ATM machine, Point of Sale (POS) machine or any other means through which a customer can affect payment for goods or services

**"PIN number"** means the 4 digit security code issued by Commercial Bank used to authorize transaction using a Debit Card Pass code means the 5 digit secret PIN used for M -Commerce service

**"Qatar Riyals" and "QR"** means the lawful currency of the State of Qatar for the time being

**"Response"** means a response by Commercial Bank to an Instruction issued through SMS Banking

**"Secret Number"** means the number issued by Commercial Bank to the Customer for Telephone Banking

**“SMS Banking”** means the service provided by Commercial Bank enabling the Customer to request (through an Instruction) and receive (through a Response) information concerning Accounts via a short message service to a MOBILE phone.

**“Telephone Banking”** means the service provided by Commercial Bank enabling the Customer to request and receive information concerning Accounts and issue transaction Instructions via telephone.

**“ATM or Debit Card number”** is the sixteen-digit number embossed on your ATM Card

**“Card Statement of Account”** means a periodic statement/written confirmation issued by us in relation to an Account containing details of transactions during the preceding month

**“Credit Card number”** means the fourteen or sixteen-digit number embossed on your Commercial Bank credit card

**“Online Banking Service”** means the Commercial Bank internet banking service accessible through the Site

**“Username”** means the username provided to you by us pursuant to your signup to the Online Banking Service. The username shall be used for all access by you to the Online Banking Service

**“Password”** means the password chosen by you or provided to you by us pursuant to your signup to the Online Banking Service.

The password shall be used for all access by you to the Online Banking Service

**“Service(s)”** means collectively the Online Banking Services and singularly the banking service available through the Online

Terms and Condition for Banking Services

**“Site”** means [www.cbq.com.qa](http://www.cbq.com.qa) as modified from time to time at our discretion

**“Cards”** means any credit cards and/or debit cards held by you with us from time to time

**“M-Commerce Service”** means the mobile commerce service provided by us pursuant to which you may execute or request (through an Instruction) transactions and Account information and receive (through a Response) Account information via a short message service through a mobile phone

**“Response”** means a response sent by us to you through the M-Commerce Service in response to an Instruction

**“Loan”** means the Personal Loan /Vehicle Loan and the amount of such loan borrowed by you from us pursuant to these Terms and Conditions.

**“Loan Agreement”** means the Personal Loan /Vehicle Loan application form, these Terms and Conditions and any other applicable documents pursuant to which Commercial Bank shall grant you a Loan.

**“Repayable Balance”** means the entire principal Loan amount under a personal/vehicle loan plus interest charged thereon less any repayment installments already made (and the interest charged thereon).

**“LPO”** means a Local Purchase Order

**“Vehicle”** means the vehicle to be purchased by you by means of this Loan, the details of which have been provided to Commercial Bank, and includes any replacements, renewals and additions made by you or Commercial Bank.

**“Accolades Programme”** means the loyalty program operated by Commercial Bank for the Diners Club Card.

**“Benefit Campaign”** means the Balance Transfer facility, Call for Cash facility, Payment Holiday Programme, Bonus Approval Programme and any other banking services campaign launched by us from time to time

**“Bonus Approval Programme”** is the programme offered by us whereby you may get 10% over and above

your existing Credit Limit

**“Call for Cash”** is the facility whereby you may request any part of the available balance on your Card to be transferred to your designated bank account

**“Card”** means the plastic credit card or rewards card issued by us (excluding corporate credit cards or cards issued to corporates), including the CbClass Card, and Wafapoints card

**“Delinquent Card”** means a credit card which is overdue or over limit or in collection.

**“Credit Limit”** means your mandated limit for use of the Card and individual Transactions (including cash withdrawals)

**“Credit Shield Plus”** means the insurance scheme insuring you against all your liabilities under a Card

**“Enrolment Date”** means the date on which you enroll into a specific program

**“Facilities”** means any Rewards Programme, Benefit Campaigns, (insurances) and other facilities offered by us from time to time

**“Global Partner”** means those organizations with whom Diners Club International and/or its franchises have signed a contract

and who have agreed to sell the currencies of their Loyalty programme at a prefixed rate to Diners Club.

**“Payment Holiday Programme”**

consecutive months

**“Rewards Programme”** means either of Accolades Programme or any other reward program.

**“Transaction”** means a payment made through the Credit Card for goods and services.

**“Loss of eye”**: means permanent and total loss of sight either (i) in both eyes, if your name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist or (ii) in one eye, if the degree of sight remaining after correction is 3/60 or less on the Snellen scale.,

**“Loss of leg”**: means physical severance at or above the ankle.

**“Loss of arm”**: means physical severance at or above the wrist.

**“Permanent and Total Disablement”**: means, as a result of bodily injury, you are totally and permanently prevented from engaging in each and every occupation or employment for compensation or profit and such total and permanent disability has continued for a period of at least twelve consecutive months.

**“Credit Card Account”** means the account to which the credit cards are linked and on which the credit card transactions are billed.

## b) Constructions

The singular includes the plural, the masculine includes the feminine, and natural persons shall include corporate bodies and vice versa. Account Opening

### 1- Account Opening

- a) Account can be opened by the Customer in the name of one person or jointly in the name of two or more persons.
- b) In accordance with Qatar Central Bank regulations, Accounts opened for personal use may not be used for

commercial purposes.

- c) Accounts opened with Commercial Bank are subject to various requirements including but not limited to minimum balance requirements, such requirements are dictated by Commercial Bank's criteria and credit policies and limits and may be amended from time to time at Commercial Bank's absolute discretion.

## **2- Current Account**

- a) Accountholders will be issued with a Debit Card and cheque book and may deposit and withdraw convertible currencies; receive payments; undertake transactions; make payment orders; obtain bankers drafts and other negotiable instruments; and draw, endorse and negotiate cheques, drafts and other negotiable instruments.

## **3- Savings Account**

- a) Accountholders will be issued with a Debit card only and may make withdrawals from and deposits to the Account.
- b) Any such withdrawals from a Savings Account will only be effected upon personal application and identification of the Accountholder.
- c) At the discretion of Commercial Bank deposits other than cash will be accepted provided that such deposit is drawn in favour of the Accountholder.

## **4- Joint Account**

- a) Accounts may be held jointly by 2 or more Accountholders.
- b) Any transaction Instruction given by one Accountholder shall be binding on all other Accountholders and Commercial Bank shall not be responsible for any claim or dispute between Accountholders.
- c) All deposits made to a Joint Account shall be deemed to be owned equally by the Accountholders unless otherwise stipulated.
- d) In the event of death or loss of legal capacity of an Accountholder, the remaining Accountholders shall notify Commercial Bank accordingly together with their intention as to continuance of the Account within a period not exceeding ten (10) days from the date of death or loss of legal capacity. Commercial Bank shall suspend the dead/incapacitated person's share in the Joint Account until such notice is given by Qatar Central Bank or the Sharia Court as to further instruction. Actions in the event of death of an Accountholder shall be subject, at all times, to the Islamic Sharia principles and Civil Code No. 22 of the Year 2004.
- e) In the event of levying an attachment on one Accountholder's share, such attachment shall be applied only to the accountholder's respective share. Commercial Bank shall, in this case, seize any amounts in the accountholder's respective share within five days from the date of notification thereof.
- f) Commercial Bank may exercise its right of set-off in respect of each Accountholder's share in the Joint Account.

#### **5- Minor's Account**

- a) Accounts may be held in the name of a Minor, opened by the father (or mother, upon the consent of the father) or guardians of a minor (under 18 years of age).
- b) The Account will be issued with a Debit card and the parent/guardian may make withdrawals from and deposits to the Account.
- c) Only the parents or guardian (subject to specific powers bestowed on such guardian in a court order) may make withdrawals from the Minors Account until the minor reaches majority.
- d) Any such withdrawals from a Minors Account will only be effected upon personal application and identification of the parent or guardian as the case may be.
- e) At the discretion of Commercial Bank, deposits other than cash will be accepted provided that such deposit is drawn in favour of the Accountholder.
- f) Upon reaching majority, the parents or guardian shall not be permitted to further operate the Minor's Account and the account shall be converted into a normal Account and shall require new account forms being submitted by the minor upon reaching majority.
- g) Minor's Accounts are subject to Islamic Sharia law and Civil Code No. 22 of the Year 2004. 6- Foreign Currency Accounts
  - a) Accountholder may make withdrawals from and deposits to the Account.
  - b) Withdrawals from the Account will only be effected at the written request of the accountholder and shall be by bank cheque to the order of the accountholder drawn on the appropriate correspondent bank, or by telex transfer.
  - c) Withdrawals may be requested in Qatari Riyals at the Bank's prevailing buying rate of exchange.
  - d) We reserve the right to deposit the foreign currency in an account in our name with Commercial Bank or our correspondent banks in foreign countries. We shall not be liable to the accountholder for (i) any diminution due to tax, imposts or depreciation in the value of funds credited to the Account, and (ii) inability to make a payment due to the unavailability of funds for any reason.

#### **7- Deposits**

- a) to an Account may be made in person, by mail, or as otherwise permitted by Commercial Bank ;however, no deposit shall be available to the depositor unless and until cash or its equivalent shall have been acknowledged as received by Commercial Bank and processed according to Commercial Bank's banking procedures.
- b) Commercial Bank shall not credit any amounts to an Account under any negotiable instruments unless and until it shall have clearance of such funds. In the event that any negotiable instrument shall not be credited (whether because of lack of funds or for any other reason) Commercial Bank may in it's discretion and in accordance with its prevailing policies charge the Accountholder for fees or charges for such administrative costs and expenses incurred.
- c) Commercial Bank may, at any time in its absolute discretion, refuse any deposit, limit the amount which may be deposited, or return all or any part of any deposit for any reason.

- d) All deposits to Accounts shall be subject to the internal policies and procedures of Commercial Bank, relevant laws or regulations of the State of Qatar, and these Term and Conditions, each of which as may be amended or supplemented from time to time.

### **Sub: Notice Account Terms and Conditions**

Please read the following terms and conditions carefully. The availing of the Notice Account offered by Commercial Bank is conditional upon the Customers' acceptance of these terms and conditions, as amended from time to time at Commercial Bank's absolute discretion. Use of the Notice Account will be deemed acceptance by the Customer of these terms and conditions.

#### **Definitions:**

**"Commencement Date"** means the date of the initial deposit for the first term and the date immediately following the Maturity Date for each automatic extension.

**"Commercial Bank"** means The Commercial Bank (Q.S.C.).

**"Customer"** means the customer of Commercial Bank holding a deposit in a Notice Account.

**"Maturity Date"** means the date falling the number of calendar days after the Commencement Date which equates to the Term.

**"Notice Account"** means a notice account held at Commercial Bank in the name of the Customer.

**"Term"** means the term of the Notice Account in each case as agreed between Commercial Bank and the Customer calculated in calendar days (which shall be no less than 31 calendar days).

1. The Notice Account is a time deposit paying a credit interest rate established by Commercial Bank for a Term commencing on the Commencement Date and expiring on the Maturity Date with such period automatically extending on the date following the Maturity Date for a period of the same Term subject to any notice given by the Customer. The Term will be as agreed between Commercial Bank and the Customer.
2. On each Maturity Date the Customer may elect to have the credit interest reinvested or paid out to the Customer's designated account. Credit Interest will be paid or capitalised on the next business day following a Maturity Date on the average balance maintained in the Notice Account.
3. For a Notice Account the minimum deposit amount per customer is QR 5,000,000 or USD 1,000,000.
4. If the Customer wishes to withdraw funds partially or in full from the Notice Account notice must be given in writing to Commercial Bank on or prior to the Maturity Date of the then current Term. Payment will not be made from the Notice Account until the next Term has completed. Accordingly the notice period required is a minimum of the next Term for that Notice Account if notice is given on a Maturity Date or longer if given prior to the then current Maturity Date.
5. If the Customer is unable or unwilling to serve out the required notice period set out in Clause 4 above and requests a full or partial withdrawal effective immediately, a penalty will be charged at Commercial Bank's discretion (which penalty may vary from time to time).

6. The requested withdrawal amount will be credited to the Customer's designated account as requested.
7. Credit Interest rates may be changed or modified at any time other than during the period of a current Term without any notice to the Customer.
8. Commercial Bank may stop accepting new deposits into Notice Accounts at anytime without any notice to the Customer.
9. The Customer will indemnify Commercial Bank for any losses or damages sustained by Commercial Bank as a result of any breach by the Customer of these terms and conditions or any fraudulent or negligent action of the Customer.
10. These terms and conditions will apply in conjunction with all other applicable terms and conditions for deposits and accounts set out in Commercial Bank's general terms and conditions. In the event of any conflict between these terms and conditions and Commercial Bank's general terms and conditions, these terms and conditions shall prevail.

#### **8- Transaction Instructions**

- a) Unless timely notified otherwise, the Accountholder irrevocably and unconditionally accepts as binding any transaction Instruction.
- b) Transaction Instructions shall be subject to the Accountholder's transaction limits as set by Commercial Bank in the Accountholder's mandate. Instructions in excess of the limit, or where there are insufficient funds in the relevant Account, shall not be authorized by Commercial Bank.
- c) Commercial Bank may, in its sole discretion, refuse to authorise a transaction Instruction if Commercial Bank has reason to believe (at its absolute discretion) an Instruction may be fraudulent or illegal.
- d) Transaction amounts and applicable fees and charges shall be debited directly from the Accountholder's relevant Account.
- e) The Accountholder shall not issue cheques if there are insufficient funds held in the Account to honour such cheques.

#### **9- Interest**

- a) Interest accrued on funds standing to the credit and funds standing to the debit of a current account shall be calculated on a daily basis according to the cleared credit or debit balance in the account. All interest amounts shall be credited to the Account at the end of each month or after each quarter.
- b) Interest accrued on funds standing to the credit of a Savings Account or Deposit Account shall be calculated on the daily cleared credit balance and shall be credited to the Account according to Commercial Bank defined frequencies.
- c) Interest rates may fluctuate from time to time based on market conditions and Qatar Central Bank rates and instructions.

#### **10- Right Of Set-Off**

- a) If more than one Account exists at any time on the books of Commercial Bank, the balances standing to the credit in any such Accounts shall only be available after deducting the balances standing to the debit of any such Accounts.



- b) Balances standing to the credit of any Account may be set-off against debit balances in other Accounts by Commercial Bank at any time even if such Accounts are not in the same currency, the balance of each Account being considered as cover and provision for the balance of any other Account.
- c) Commercial Bank will at all times exercise its rights of an implied pledge or mortgage on any or all the Accountholder's rights or properties, existing or lodged with it, present and future. Such implied rights shall extend to commercial papers, securities, shares or scrips, bonds, certificates of deposit, bills, receipts, Cheques, deposits or money in any form, bullion or precious metals, title deeds to real estate, goods or any other rights of property of the Accountholder.

#### **11- Commercial Bank's Rights**

- a) Commercial Bank reserves the right to, at its absolute discretion, close or suspend any or all Accounts at any time and transfer the debit balance to an Account designated "Account under Collection" subject to compound interest at Commercial Bank's overdraft rate as from the date of closing or suspending the Account until full and final settlement of all outstanding debit balances.
- b) Commercial Bank may demand in writing immediate repayment of any and all outstanding debit balances together with any applicable interests, fees and charges due to Commercial Bank, notwithstanding that Commercial Bank may hold security or guarantees in respect of the same.

#### **12- Closing Accounts**

- a) The Accountholder may close Accounts at any time upon written notice to Commercial Bank.
- b) Commercial Bank reserves the right to close Accounts for any reason at its absolute discretion.
- c) Closure of Accounts by either Commercial Bank or the Accountholder shall not affect any rights or liabilities accruing prior to closure.
- d) Closure of accounts shall be subject to QCB Circular No. 30/2009 setting out the instructions of the General Authority for Minor Affairs/Estates Department.

#### **13- Liability and Indemnity**

- a) Pursuant to Article 357, law No. (11) of the Year 2004, Accountholder who intentionally:
  1. issue cheques against no funds or against insufficient funds;
  2. issue cheques but subsequently withdraw the full or part amount from the account, causing the cheque to be dishonoured
  3. issue cheques but subsequently instruct the drawee to stop payment
  4. issue or sign cheques in a manner that will not permit withdrawal of funds; or
  5. Endorse or deliver cheques knowing that such cheques are unpayable shall be subject to imprisonment for a period not exceeding three years but not less than three months and/or for a penalty not exceeding QR 10, 000 but not less than QR 3,000. The accountholder shall pay the cheque amount and any expenses sustained by the beneficiary in accordance with the Civil Law. Commercial Bank may, at its reasonable discretion, recall unused cheques; refuse to issue a new cheque book; close an Account; or register the Accountholder on the blacklist sent periodically to Qatar Central Bank.

- b) Joint Account Holders shall be jointly and severally liable for all actions under the Account; compliance with these Terms and Conditions; and for settling in full and to the satisfaction of Commercial Bank, all dues or claims that may arise or any commitments, present or future by the actions of Accountholders.
- c) Accountholders shall remain (jointly and severally as applicable) liable until full settlement of all amounts, including interest, fees and charges, under an Account, including negotiable instruments.
- d) Prior to notification to Commercial Bank of a disclosed, lost or stolen card and/or PIN code, the Accountholder shall be solely liable for any transactions on an Account. Subsequent to notification and after reasonable time to suspend Accounts, the Accountholder shall not be liable for any further unauthorized transactions unless Commercial/bank can show the Accountholder acted fraudulently.

#### **14- Limitation of Liability**

- a) Commercial Bank and its correspondents shall be relieved from all responsibility in the presentation of all withdrawal orders and/or documents, promissory notes, bills of exchange or other negotiable instruments presented by the Accountholder.
- b) Commercial Bank is relieved from all responsibility for raising or failing to raise protest for non-acceptance or non-payment, for all notifications thereof, for commencing legal proceedings to enforce payment in due course of all such negotiable instruments remitted to Commercial Bank as banking security or in guarantee or for any other cause whatsoever.

#### **15- Assignment and Transfers**

Accountholders may not assign, transfer or charge funds held in any Account to any 3rd party by way of security without the written consent of Commercial Bank.

#### **16- Miscellaneous**

- a) Accountholders guarantee to Commercial Bank the regularity of all endorsements and the authenticity of all signatures appearing on all cheques and other negotiable instruments.
- b) In accordance with Qatar Central Bank regulations, current, savings call and time deposit Accounts not operated for a period of 1, 2 and 5 calendar years respectively shall be deemed dormant, balances of such Accounts shall be transferred to the General Authority for Minors' Affairs/Estates Department at the Ministry of Awqaf and Islamic Affairs after an elapse of ten (10) years from the last movement detected in the Account.
- c) Accountholders who cannot sign their name should produce proper (and most recent) photographic identification acceptable to Commercial Bank and the Account may be opened with thumb imprint in place of a signature. Current Accounts may not be opened for Accountholders in such circumstances.
- d) These Terms and Conditions shall apply in conjunction with all other applicable terms and conditions, including but not limited to Debit Card terms and conditions.

## **Debit Card**

### **1- The Account**

- a) The Account on which a Debit card is issued shall be subject to limits set by Commercial Bank, including but not limited to transaction and overdraft limits.
- b) The Debit Card utilized on an Account shall be subject to the Customer's mandate and applicable Account terms and conditions.

### **2- Debit Card**

- a) The Debit Card may be activated via SMS Banking in accordance with the applicable SMS Banking terms and conditions.
- b) The Debit Card may only be used in Machines that accept VISA Electron.
- c) Joint Account Customers may be issued with separate Debit Cards.
- d) The Debit Card must be signed by the Customer immediately upon receipt and may only be used:
  - 1. by the Customer;
  - 2. within the Account limits as described above; and
  - 3. during the validity period of the Debit card.
- e) Debit Cards shall be renewed automatically prior to the expiry unless otherwise requested in writing by the Customer 45 days prior to expiry.

### **3- Transactions**

- a) A transaction executed using a Debit Card shall be deemed to be validly given by the Customer, and the Customer irrevocably and unconditionally accepts as binding any transaction and applicable fees and charges.
- b) Transactions by one Joint Account Customer shall be binding on all other joint Account Customers.
- c) Commercial Bank may, at its discretion and irrespective of available funds in the Account, set daily transaction limits including transaction amounts and frequencies.
- d) Transactions effected outside of Qatar will be converted from the relevant foreign currency into Qatar Riyals at the time of transaction at the Bank's prevailing rate of exchange.
- e) The Account shall be debited for the amount of any transaction, including applicable fees and charges, using a Debit Card upon authorisation by Commercial Bank of a transaction.
- f) A transaction requested by the Customer to be cancelled but that cannot be cancelled in time shall be effected as validly given and the Account shall be debited for the amount of any transaction, including applicable fees and charges.
- g) A transaction shall not be authorised if there are insufficient funds in the Account.
- h) Commercial Bank may, in its sole discretion, refuse to authorise any transaction if Commercial Bank has reason to believe, at its absolute discretion, a transaction may be fraudulent or illegal.
- i) Any refunds by a merchant shall only be credited to the Account upon actual receipt by Commercial Bank of the amount of such refund.

**4- Withdrawal of the Debit Card and Termination**

- a) Commercial Bank reserves the right, at its absolute discretion, to withdraw or refuse to re-issue Debit Card in the event the Customer fails to make any payment due; exceeds the Customers mandate concerning the account limit: or breaches any of these Terms and Conditions.
- b) Commercial Bank may at any time at its absolute discretion suspend or cease altogether the Debit Card facility.
- c) The Debit Card must, upon withdrawal, suspension, cessation or termination of the Debit Card facility, be returned to Commercial Bank. The Debit Card must not be used as from the date of receipt by the Customer of such notice of withdrawal, suspension, cessation or termination.
- d) Withdrawal, suspension, cessation or termination of the Debit Card facility for whatsoever reason shall not affect the accrued rights and liabilities of the Customer.
- e) The Customer may cancel or terminate the Debit Card facility upon thirty (30) days written notice to the branch of Commercial Bank where the Customer's Account is held. Termination by the Customer shall only be effective upon expiry of the 30 day notice period and shall be conditional on return to Commercial Bank of all Debit Cards and full and final settlement of all liabilities of the Customer under the Account.

**5- Liability and Indemnity**

- a) Transactions or any other actions, costs, expenses or losses incurred in the activation and use of the Debit card shall be the responsibility and liability of the Customer.
- b) Joint Account Customers shall be jointly and severally liable for all transactions and fees and charges arising from utilization of a Debit Card, irrespective of whether each such Customer is issued with its own Debit Card.
- c) Prior to notification to Commercial Bank of a disclosed, lost or stolen Debit Card and/or PIN number, the Customer shall be solely liable for any transactions using a Debit Card. Subsequent to notification and after reasonable time to suspend Accounts and cancel the validity of the Debit card, the Customer shall not be liable for any further unauthorized transactions unless Commercial Bank can show the Customer acted fraudulently.
- d) The Customer shall remain liable for any transactions, fees and charges incurred on the Account for a period of ninety (90) days after the date the Debit Card is returned to Commercial Bank pursuant to withdrawal, suspension, cessation or termination of the Debit Card facility or the Account by either the Customer or Commercial Bank.

**6- Limitation of Liability**

- a) Commercial Bank will not be liable for any unauthorized, fraudulent, or erroneous transaction using a Debit Card unless Commercial Bank shall have been notified accordingly by the Customer and given reasonable time to suspend Accounts and Debit Cards.
- b) Commercial Bank does not guarantee goods or services purchased using a Debit card nor will Commercial

Bank entertain disputes between the Customer and merchant or any other 3rd party.

- c) Commercial Bank shall not be liable for any act by a merchant, any warranty or guarantee given by a merchant in connection with a service or product purchased by the Customer in a transaction by using our Credit or Debit card, any failure to delivery, misrepresentation or any other breach by the merchant whatsoever and the Customer expressly waives any right it may have against Commercial Bank or VISA in respect of any goods or services purchased in a transaction in so far as such goods or services may not be as described, of merchantable quality or not fit the purpose for which it was purchased.
- d) Commercial Bank shall not be liable for any costs, losses or damages suffered or incurred by the Customer as a result of any failure in the performance of any Machines or any equipment associated with utilization of the Debit card.

## 7- Miscellaneous

These Terms shall apply in conjunction with all other applicable terms and conditions, including but not limited to Account terms and conditions and VISA Electron terms and conditions.

### Safe Deposit Locker

#### 1- Safe Deposit Lockers

- a) The Safe Deposit Vault facility at the Grand Hamad Branch will be available and accessible during banking hours only on all days on which we are open for general business.
- b) The Safe Deposit Locker may only be accessed by the person in whose name the locker is registered or by any other person upon the written authorization of person in whose name the locker is registered.
- c) You may not use the Safe deposit Locker for any purpose other than for the deposit of documents, jewellery and other valuables, and in particular you may not deposit explosives or harmful or illegal materials or substances and we reserve the right at any time and from time to time to inspect all items to be deposited, or deposited in, a Safe Deposit Locker.
- d) Rental of Safe Deposit Lockers shall be for an initial period of one (1) month, subject to extension for 1 year pursuant to payment of a rental fee. Upon completion of the rental period (and in the event of non-renewal of rental) you must return the Safe Deposit Locker key to us and remove all items placed in the Safe Deposit Locker.
- e) You may not assign or sublease the Safe Deposit Locker to any third party.

#### 2- Security Measures

- a) You undertake to keep the key to your Safe Deposit Locker in a safe place and not to divulge the locker number or provide the locker key to any person other than any duly authorized representative.
- b) You shall immediately notify us in the event the Safe Deposit Locker key has been lost or stolen.

### 3- Our Rights

We reserve the right to (i) deny access to the Safe Deposit Locker until prescribed fees have been paid; and (ii) change the hours during which Safe deposit Lockers may be accessed.

### 4- Withdrawal of the Safe Deposit Locker

Without prejudice to any other right or remedies we may have from time to time, we may terminate use of the Safe Deposit Locker facility upon: non-payment of prescribed fees; breach of these Terms; misuse of the Safe Deposit Locker; or your death or bankruptcy, and in such case, we reserve the right to break open the Safe Deposit Locker in the presence of two court officers and (1) deliver the contents of the locker to your registered address, (2) retain the contents in such other locker or place and charge double the fee currently payable, or (3) sell the contents under the court supervision and apply the sale proceeds towards satisfaction of your out standing obligations to us. We reserve the right to close the Safe Deposit Vault and the lockers contained therein for any period as we deem necessary or desirable.

### 5- Liability and Indemnity

We shall not be liable for any partial or complete damage to any items deposited in the Safe Deposit Locker howsoever caused.

You shall reimburse us for all costs and expenses incurred in re-opening a Safe Deposit Locker and/or changing the lock and key pursuant to your locker or key being lost or stolen.

### Payment /Transfer Orders

- a) The Bank shall effect payment/transfer orders after full compliances with “KYC” and anti money laundering regulations prescribed by Qatar Central Bank.
- b) Applicant agrees that the on-line payment /transfer orders shall become irrevocable once submitted to the Bank and further agrees that such orders, once accepted by the Bank, entitle the Bank to debit the designated account of the Applicant for the value equivalent of the payment/transfer amount. Bank fees (including where applicable fees levied by other banks/entities in the payment/transfer process) for executing payment /transfer orders will be charged to the party as mentioned in the payment/transfer order. If there is no mention of the manner in which fees are to be charged in the payment/transfer order, then the fees shall be shared between the ordering customer and beneficiary. The amount applied as fees may vary depending on the tariffs applied by each bank in the payment chain.
- c) As the execution of payment /transfer orders to beneficiaries outside Qatar requires several stages, and is made through a number of successive agents, the Bank is only liable for due care in relaying the payment/transfer orders to its own correspondents as hurriedly as possible, and the Bank will not be held liable for any delay or cancellation of the payment/ transfer order caused as a result of (1) errors or misinterpretations of the transfer/payment order (2) payment /transfer procedures/processes/ regulatory requirements followed and (3) holiday calendar followed, by any of it’s correspondents or other entities (including but not limited to the beneficiary bank) in the payment/transfer process.
- d) The Bank is not required to execute the payment /transfer orders assigned to it immediately, but is

only required to do so as soon as possible. In case no clear instructions about the form and the method of payment/transfer are received from the applicant of the order, the Bank will use whichever form or method it deems suitable or may decide not to process the payment/transfer order. The Bank will not be able to execute payment/transfer orders requested to be executed outside the official working hours or on bank holidays in Qatar. Such payment/transfer orders will be executed on the following working day for the Bank.

- e) If the order is expressed in a currency other than that of the country to which the order is transmitted, it is to be paid to the beneficiary in the currency of that country, at the then buying rate of exchange of the payer, unless the beneficiary by the arrangement with such payer receives payment in some other form upon paying all charges of such payer.
- f) The applicant admits having knowledge of payment /transfer procedures/regulations of the Bank and of the beneficiary bank/country to where payment is remitted. Under no circumstance will the Bank be held liable for payment/transfer delays or cancellation arising as a result of erroneous/incomplete capture of data by the applicant. The applicant shall be solely responsible for the accuracy of the data input and shall be liable to compensate the Bank for any loss arising from any error in the payment/transfer orders.
- g) If the payment/transfer order is not effected and a refund is requested by the Applicant, the Bank will endeavour to notify the payer to cancel the transaction. Such refund may not be made unless and until the Bank is in receipt of proof, satisfactory to the Bank that the payment/transfer instruction has not been effected, that the order for such payment/transfer is no longer operative, that no charge by virtue of such order exists or will be made against the account upon which the said order is drawn.  
The Bank's only liability shall be to refund to the applicant, at the current market value of the foreign currency in the place where the order is issued at the time such refund is made. All cable and other expenses in connection with such refund are to be borne by the applicant.
- h) Prevailing Qatar Central Bank rules and regulations shall apply with regard to funds that are not claimed, accordingly the Bank reserves the right to cancel any negotiable instrument, if not presented for payment /transfer within one calendar year and credit the purchaser's account. If an account does not exist in the name of the purchaser these funds will be transferred to un claimed fund account after five years from the date of issue, and thereafter to the General Authority for Minors' Affairs/Estates Department after a period of another five years, as per Qatar Central Bank circular reference 115/2003.
- i) The technology applied for payment /transfer orders may be subject to technical snags, affected by virus or other malicious, destructive or corrupting code which may result in delays in processing of instructions or total failure in receiving/processing of instructions. The Bank will not accept any liability in whatsoever manner, resulting from such delays or cancellations.
- j) Applicant agrees that in the event of the Bank accepting liability for any error which may result in a delay in the payment /transfer process or cancellation of payment/transfer, the Bank's liability shall be limited to the extent of payment of interest at the bank rate for any period of delay.
- k) Applicant agrees that execution of payment/transfer orders may be delayed or cancelled if the Bank has reason to believe that the payment/transfer request was issued to carry out an unlawful transaction (as

specified under any jurisdiction within the payment/transfer process) or as directed by the anti-money laundering office (with or without specifying reasons) of the Bank or other entities in the payment/transfer process.

## **Telephone Banking**

### **1- Availability**

- a) Commercial Bank will, on a best effort basis, make available Telephone Banking, however routine maintenance requirements, excess demands on the system and reasons beyond the control of Commercial Bank may cause disruptions in availability of this service.
- b) Commercial Bank may suspend Telephone Banking or any facility available thereunder without notice where it is necessary or advisable to do so.
- c) Commercial Bank may at any time alter, amend or replace any procedure, system, or service to maintain a particular level of encryption, security and confidentiality of Telephone Banking.
- d) Commercial Bank shall inform the Customer of prolonged inaccessibility to, or unforeseeable but necessary termination of, Telephone Banking.

### **2- Access**

- a) To access Telephone Banking, the Customer must enter the Secret Number as provided by Commercial Bank.
- b) After 3 successive incorrect entries of the Secret Number, the Customer's Telephone Banking account will be suspended, requiring the Customer to contact Commercial Bank to confirm identity and reactivate the Customer's Telephone Banking account.

### **3- Instructions**

- a) Instructions from the Customer shall, unless proven otherwise, be deemed to be validly, knowingly and genuinely sent by or on behalf of the Customer.
- b) The Customer authorizes Commercial Bank to act on all Instructions from the Customer through Telephone Banking, and irrevocably and unconditionally accepts as binding all such Instructions.
- c) It is the Customer's responsibility to ensure that all details relating to the beneficiary account in a transaction Instruction are input correctly. Commercial Bank is under no obligation to verify these details and cannot be held liable for any funds transferred to an incorrect beneficiary.
- d) Commercial Bank's records of any Instruction shall be conclusive evidence of such Instructions and binding on the Customer.
- e) Sending a payment with details of charge as "OUR" ( pay in Full ) does not guarantee that the beneficiary will receive the entire amount sent by the Commercial Bank .This is only guarantee that Commercial Bank and Commercial Bank correspondent bank will not deduct their respective charges from the amount transferred. However the beneficiary bank ,their correspondent bank and any other intermediary bank in the payment chain may deduct charges from the transfer amount. The amount deducted varies depending on the arrangement between the beneficiary bank and their correspondent.



#### **4- Utility Bill Payments**

- a) The Customer must input all information required to effect: utility bill payments.
- b) The Customer must ensure the correct information is input; any erroneous payments to utility companies arising out of incorrect information input by the Customer will be the responsibility and liability of the Customer.
- c) The Customer confirms and agrees to waive any right it may have for holding Commercial Bank responsible for any act or omission and any delay by Commercial Bank due to reasons beyond its control in onward transmission of the funds to the utility companies which may result in disruption of the utility payment transaction.

#### **5- Execution of Instructions**

- a) For transaction Instructions, Commercial Bank will debit the Account with any transaction amount together with the applicable fees and charges.
- b) Instructions cannot be reversed without Commercial Bank's approval.
- c) Commercial Bank will not be responsible for (i) inability to reverse an Instruction issued through Telephone Banking; or (ii) accepting an Instruction which is conditional or which requires Commercial Bank to make payment to a third party earlier (or later) than the time Commercial Bank requires according to normal banking practice.
- d) Commercial Bank may, at its sole discretion, refuse to authorise an Instruction if Commercial Bank has reason to believe the Instruction is illegal or fraudulent.
- e) No written advice or confirmation will be made or issued by Commercial Bank for any transaction Instruction issued through Telephone Banking.
- f) Executed transactions shall be recorded in a statement of account issued by Commercial Bank periodically or as provided to Customers at their request.

#### **6- Transactions Limits**

Transaction Instructions shall be subject to daily limits as set out in the Customer's mandate or as per Commercial Bank's prevailing policies, procedures and regulations.

#### **7- Customer's Obligations**

- a) The Customer must keep any information conveyed over Telephone Banking confidential at all times.
- b) For transaction Instructions, the Customer must ensure that there are sufficient funds in the Account for Commercial Bank to authorise and execute an Instruction. If for any reason the relevant Account is overdrawn, the Instruction will not be executed and the Customer shall be liable for any incidental charges.

### **8- Bank's Rights**

Commercial Bank reserves the right to appoint any Agency to provide availability of and accessibility to Telephone Banking.

### **9- Security Measures**

- a) The Customer must keep all Account information, Telephone Banking information and any incidental information secure and confidential at all times, and take any steps required to prevent unauthorised access to and use of such information. The Customer must not disclose Account or Telephone Banking information to any third party, including Commercial Bank staff.
- b) The Customer must comply with any additional security measures as may be notified by Commercial Bank from time to time.

### **10- Liability and Indemnity**

- a) The Secret Number is to be used by the authorized user only and should not be disclosed to any third party and the Customer shall be liable for any resulting costs, losses or expenses incurred by the Customer and Commercial Bank due to such disclosure.
- b) The Customer irrevocably and unconditionally accepts responsibility and liability for any and all Instructions issued by him or on his behalf through Telephone Banking and agrees to hold harmless and indemnify Commercial Bank against any loss, cost, damage, expense, liability or proceedings which Commercial Bank may incur or suffer as a result of Commercial Bank acting upon, delaying to act upon, or refraining from acting upon such Instructions.
- c) The Customer is fully responsible for any Instructions given to Commercial Bank and Commercial Bank will not be liable in any manner for any unauthorized, fraudulent, or erroneous Instruction.
- d) The Customer will indemnify Commercial Bank, its employees, agents, representatives and nominees on a full indemnity basis from and against all actions, claims, proceedings, demands, losses, damages, costs, expenses, charges, taxes, penalties and legal costs and any other liabilities of whatsoever nature which Commercial Bank may incur or suffer by reason of Customer's or his authorized representative's accessing Telephone Banking.

### **11- Bank's Excluded Liability**

- a) Commercial Bank will not be liable for any losses due to the Secret Number being used by unauthorized persons.
- b) Commercial Bank will not be responsible if the Customer is unable to gain access to and/or use Telephone Banking or any services therein due to reasons beyond its control, including without limitation, any computer, and telecommunication, electrical, technical or network failure/malfunction.
- c) Commercial Bank shall not be liable for any incorrect information input by the customer, or for the consequences, financial and otherwise, of any incorrect information input.

- d) Commercial Bank will not be liable for any costs, losses or damages of whatsoever nature, incurred by the Customer as a result of:
1. Making Telephone Banking available.
  2. Acting on an Instruction validly submitted by the Customer.
  3. Failure to act upon an Instruction for any reason beyond Commercial Bank's control.
  4. Telephone Banking being totally or partially unavailable for any reason.
  5. Authorisation and execution of Instructions being delayed or not acted upon due to reasons beyond Commercial Bank's control.
  6. Partial, incomplete, late or failed transfer or bill payment to any nominated payee due to reasons beyond Commercial Bank's control;
  7. Access by a third party to information concerning a Customer's account(s) (except where such access is obtained due to gross negligence or wilful default of Commercial Bank and in such cases Commercial Bank will only be liable for direct loss or damage to the Customer which in the ordinary course of events might reasonably be expected to result from circumstances in question);
  8. Any change, alteration, additions or deletions to these Terms and Conditions, the services, the systems of operation or Telephone Banking.
- e) Commercial Bank shall not be responsible for any delay in onward transmission of utility bill payment funds to the utility companies which may result in disruption of the utility service due to reasons beyond its control.
- f) Information provided by Commercial Bank, such as account information and share information, is believed to be accurate and reliable when presented, however Commercial Bank cannot and does not guarantee the validity and correctness of such information.
- g) Commercial Bank shall not be liable for any reliance by the Customer on any information provided through the Telephone Banking service; the Customer relies on any information at his own risk.

## **12- Termination**

- a) The Customer may cease use of Telephone Banking at any time upon written notice to Commercial Bank.
- b) Commercial Bank may restrict or terminate Telephone Banking.
- c) Termination of the Account relationship will result in immediate and automatic termination of
- d) Commercial Bank may terminate Telephone Banking in the event the Customer:
  1. fails to comply with these Terms and Conditions;
  2. fails to make any payment due in accordance with the Accounts, the Facilities and these Terms and Conditions;
  3. engages in any illegal activity;
  4. is convicted of an offence under the laws of the State of Qatar;
  5. ceases to be employed by his present employer;
  6. has an expulsion or deportation order issued against him; or
  7. files for bankruptcy.

- e) Termination of Telephone Banking shall not affect the accrued rights and liabilities of the Customer prior to any such termination.

### **13- Miscellaneous**

- a) These Terms and Conditions shall apply in conjunction with any other applicable terms and conditions, including but not limited to Account terms and conditions.
- b) Telephone Banking should be used in good faith and in accordance with these Terms and Conditions.
- c) Telephone Banking should not be abused and should not be used to commit any kind of fraud or illegality.
- d) Commercial Bank reserves the right to modify any information provided on Telephone Banking.

### **SMS Banking**

#### **1- Availability**

- a) Commercial Bank will, on a best effort basis, make available SMS Banking, however routine maintenance requirements, excess demands on the service and reasons beyond the control of Commercial Bank may cause disruptions in availability of SMS Banking.
- b) Commercial Bank may suspend any non-mandatory SMS banking without notice where it is necessary or advisable to do so.
- c) Commercial Bank may at any time alter, amend or replace any procedure, system, or service to maintain a particular level of encryption, security and confidentiality of SMS Banking.
- d) Commercial Bank shall inform the Customer of prolonged inaccessibility to, or unforeseeable but necessary termination of, SMS Banking.

#### **2- Access to and Use of SMS Banking**

- a) SMS Banking may only be accessed from the MOBILE phone registered by the Customer in the Application.
- b) Where SMS Banking is linked to a Joint Account only the nominated MOBILE number shall be linked to SMS Banking in relation to such Joint Account. The nominated Customer shall be deemed to be acting for and on behalf of all Joint Account Customers who shall be deemed to have knowledge of, and consented to, all actions by the Customer through SMS Banking.
- c) Unless specifically advised otherwise, all Accounts held by the Customer will be enabled for access through SMS Banking. Any Account may subsequently be disabled by the Customer for access through SMS Banking.
- d) Unauthorized access to and use of SMS Banking is strictly prohibited.
- e) SMS Banking is not intended to be used in lieu of any other service provided by Commercial Bank, and in particular the Customer must continue to carefully, regularly and thoroughly check statements of Account sent by Commercial Bank from time to time to ensure correctness and completeness and must not rely solely on information conveyed through the SMS Banking service.

### 3- Instructions

- a) Instructions sent from the Customer's registered MOBILE phone shall, unless proven otherwise, be deemed to be validly, knowingly and genuinely sent by or on behalf of the Customer.
- b) Commercial Bank's record of any Instruction shall be conclusive evidence of such Instruction and binding on the Customer.
- c) Transaction instructions sent through SMS Banking cannot be reversed.

### 4- Responses

- a) Commercial Bank shall use its best efforts to send Responses to Instructions.
- b) Account information conveyed to the Customer in a Response is retrieved from Commercial Bank's banking systems real time and is the most recent and up to date Account Information as at the time such information is issued to the Customer in a Response.
- c) Commercial Bank will endeavour to issue a Response within a reasonable time.
- d) A Response may not be received by the Customer due to factors affecting the Agency's industry, including but not limited to infrastructure, connectivity and demand.
- e) Response shall or may contain Account information and the Customer authorizes Commercial Bank to send such information through SMS Banking to the Customer's mobile phone, understanding, acknowledging and accepting liability for the inherent risks involved in the transfer of such information. Such Account information may be provided in a Response though not specifically requested in an Instruction if Commercial Bank shall deem it relevant or necessary.
- f) Commercial Bank may refuse to issue a Response to an Instruction if such Instruction would require written confirmation of such Instruction.
- g) Issuance of a Response may not be simultaneous with an Instruction being received. Certain Instructions may take time to process or may be required to be issued during Banking Hours and Responses may not be given on the immediate day an Instruction is issued.
- h) Where a Response was unsuccessful Commercial Bank shall not be responsible for retransmitting any such Response.

### 5- Customer's Duties

- a) The Customer assumes full responsibility for the security of their MOBILE phone and any Instructions or Responses contained therein.
- b) The Customer must acquaint himself with the processes and procedures applicable to SMS Banking, errors resulting from failure to do so shall be the responsibility of the Customer.
- c) The Customer agrees to treat the access rights; documentation or any other information related to SMS Banking strictly private and confidential at all times and shall not copy or reproduce the above in any form either in whole or in part or allow access to any other party without Commercial Bank's prior consent in writing.
- d) The Customer shall not send messages through the SMS Banking service regarding any of the following:

1. matters for which there is currently no functionality available on SMS Banking;
  2. reporting the loss or theft or any breach of security measures;
  3. on behalf of any third party; and
  4. matters which are offensive, frivolous or otherwise inappropriate. Any messages of this nature may, at Commercial Bank's discretion, result in withdrawal of SMS Banking.
- e) The Customer must notify Commercial Bank immediately of any unauthorized access to and use of SMS Banking or any suspicion that any 3rd party may know any confidential Accounts or SMS Banking information.
  - f) The Customer may be required to provide Commercial Bank, within 3 business days, with any information and details (and any supporting documents) of a breach of SMS Banking security measures.
  - g) The Customer may be required to assist Commercial Bank and the police in any enquiries whilst attempting to mitigate any damage or recover any losses caused by a breach of SMS Banking security measures.
  - h) In the event of loss or theft of the Customers' mobile phone or SIM card or a change or disconnection of the Customer's mobile phone the Customer must notify Commercial Bank immediately.
  - i) The Customer shall be responsible for payment of airtime or other charges levied by the Customer's telecommunications provider as per the terms and conditions of such provider in connection with the sending of Instructions and receipt of Responses.

#### **6- Commercial Bank's Rights and Duties**

- a) Commercial Bank reserves the right to appoint any Agency to provide availability of and accessibility to SMS Banking.
- b) Instructions shall only be received and Responses issued if the Customer is within the cellular circles of the Agency or in circles forming part of a roaming network of such Agency.
- c) Commercial Bank shall not acknowledge receipt of an Instruction.
- d) Commercial Bank shall rely on and accept as genuine and validly given, any Instruction and shall not be required to verify any such Instruction, and, subject to any other applicable terms, shall issue a Response to each such Instruction.
- e) Commercial Bank shall provide the Agency with Customer information only in so far as to facilitate the issuance and receipt of Instructions and Responses through SMS Banking.
- f) Errors or failures in the system provided by the Agency allowing for availability and accessibility to SMS Banking shall be referred to the Agency for resolution.
- g) Commercial Bank may, from time to time on its own initiative, send the Customer messages via SMS Banking concerning Accounts, products and services offered by Commercial Bank.
- h) Commercial Bank shall take all reasonably practicable measures to ensure that its systems in connection with SMS Banking are secure and to manage and control the risks in operating the service, taking into account relevant laws, regulations and good practices prevailing in the banking industry.

## 7- Security Measures

- a) The Customer must comply with the following security measures:
1. Account information, SMS Banking service information and any incidental information must be kept secure and confidential at all times, and the Customer must take any steps required to prevent unauthorized access to and use of such information.
  2. Not disclose Account or SMS Banking information to any third party, including Commercial Bank staff; and
  3. All responses should be deleted once received and reviewed by the Customer.
- b) The Customer must comply with any additional security measures as may be notified by Commercial Bank from time to time.

## 8- Liability and Indemnity

- a) In accessing and utilizing SMS Banking, the Customer shall be liable for the following:
1. Subject to any applicable terms, any Instruction issued by or on behalf of the Customer.
  2. Any costs, claims, damages or loss incurred by the Customer's telecommunications provider due to the Customer accessing and utilizing SMS Banking.
  3. Any breach of security measures as set out above (Security Measures).
  4. Access by a third party to the Mobile phone, Account information or SMS Banking information through the Customers' MOBILE phone.
  5. Fraudulent and negligent use of SMS Banking; and
  6. Any breach of these Terms and Conditions by the Customer.
- b) The Customer shall not be liable for the following:
1. Instructions sent from the Customer's MOBILE phone after giving Commercial Bank notice of, and reasonable time to effect, change in such MOBILE phone number; or
  2. Fraudulent Instructions issued by any third party without the knowledge or consent of the customer or without the negligence of the customer, only upon evidence of such fraud.
- c) In accessing and utilizing SMS Banking, the Customer shall irrevocably and unconditionally indemnify and hold harmless Commercial Bank, its officers, agents and employees for the following:
1. Except as may be attributable to acts or omissions of an Agency or Commercial Bank, any actions, claims, proceedings, demands, losses, damages, costs, expenses which Commercial Bank may incur or suffer by reason of the Customer accessing and using SMS Banking.
  2. Any losses, costs, damages, expenses, liabilities or proceedings which Commercial Bank or the Customer may incur or suffer as a result of Commercial Bank acting upon, delaying to act upon or refraining from acting upon any Instruction in accordance with these Terms and Conditions.
  3. Any liability of the Customer.
  4. All costs, losses or damages incurred on account of the Customer's failure to notify Commercial Bank of a loss of a MOBILE phone or change/disconnection of the Customers' MOBILE phone number; and

- 5. Commercial Bank enforcing any of its rights hereunder.
- d) SMS Banking is accessed and utilized by the Customer entirely at the risk of the Customer and reliance on all information imparted through SMS Banking shall be at the risk of the Customer.
- e) Where an Account is jointly held, each Customer of the Joint Account shall be jointly and severally liable for all acts, omissions and obligations of the Customer as set out herein in utilizing SMS Banking. The Customer shall be deemed to have acted for and on behalf of all Customers and all Customers shall be responsible and liable for all such actions.

**9- Bank's Excluded Liability**

- a) In providing SMS Banking, Commercial Bank, its officers, agents, employees, affiliates and subsidiaries {and the Agency, where applicable} shall not be liable for the following:
  - 1. Any Response sent in reply to an Instruction;
  - 2. Failure or refusal to issue a Response where Commercial Bank has reason not to do so;
  - 3. Failure by an Agency or Commercial Bank as to the availability of and accessibility to SMS Banking or all of the facilities available thereunder attributable, either wholly or partly and whether directly, indirectly, to reasons beyond either the Agency's or Commercial Bank's control, including but not limited to: any technical malfunction or breakdown, of failure of any machine, data processing system or transmission link; or any period of essential maintenance, critical changes, repairs, alternations or failure of computer services.
  - 4. Non-delivery or delayed delivery of a Response or an error, loss, distortion in transmission of or wrongful transmission of Responses (except where the same is due to the negligence of Commercial Bank or the Agency).
  - 5. Any Response to an Instruction sent to the customer's MOBILE phone unless and until given adequate notice and time to make relevant changes in its system in the event of a change in MOBILE phone number or notification of loss or theft of such MOBILE phone.
  - 6. Reliance by the Customer on SMS Banking for Account information, including any costs, losses, expenses or damages incurred by the Customer due to such reliance; or
  - 7. Any dispute arising between the Customer and the Customer's telecommunications provider.
  - 8. Any delay in onward transmission of utility bill payment funds to the utility companies which may result in disruption of the utility service due to reasons beyond its control.
- b) Commercial Bank shall not be liable for any costs, losses or damages incurred by the Customer pursuant to any of the above.
- c) Information provided by Commercial Bank, such as account information and share information, is believed to be accurate and reliable when presented, however Commercial Bank cannot and does not guarantee the validity and correctness of such information.

**10- Termination**

- a) The Customer may cease use of SMS Banking at any time upon written notice to Commercial Bank.



- b) Commercial Bank may restrict or terminate SMS Banking.
- c) Termination of the Account relationship will result in immediate and automatic termination of SMS Banking linked to the Account.
- d) Commercial Bank may terminate SMS Banking in the event the Customer:
  - 1. fails to comply with these Terms and Conditions;
  - 2. fails to make any payment due in accordance with the Accounts, the Facilities and these Terms and Conditions.
  - 3. engages in any illegal activity.
  - 4. is convicted of an offence under the laws of the State of Qatar.
  - 5. ceases to be employed by his present employer.
  - 6. has an expulsion or deportation order issued against him; or
  - 7. files for bankruptcy.
- e) Termination of SMS Banking shall not affect the accrued rights and liabilities of the Customer prior to any such termination.

#### **11- Miscellaneous**

- a) These Terms and Conditions shall apply in conjunction with any other applicable terms and conditions, including but not limited to Account terms and conditions.
- b) SMS Banking should be used in good faith and in accordance with these Terms and Conditions.
- c) SMS Banking should not be abused and should not be used to commit any kind of fraud or illegality.
- d) Commercial Bank reserves the right to modify any information provided on SMS Banking.

#### **Internet Banking**

##### **1- Access and use of the Online Banking Service**

- a) We will, on a best effort basis, make available the Online Banking Service, however routine maintenance requirements, excess demands on the system and reasons beyond our control may cause disruptions in availability.
- b) You acknowledge that we are granting you a non-exclusive, non-transferable, temporary license to use the Online Banking Service and this permission is restricted to authorized legitimate use of the Service. All information, trademarks and names given on the website belongs to us and you agree: not to use this information except in connection with accessing and using the Online Banking Service; not to make copies, sell, assign, commercially rent, sub-license or otherwise transfer the same to any third person; and not to attempt to decompose, reverse or tamper with the system or software related to the Online Banking Service.
- c) For security reasons and to ensure controlled and legitimate and lawful access to and use of the Online Banking Service you must first sign-up for SMS Banking. The Online Banking Service cannot be accessed if you are not a customer of SMS Banking.
- d) You should only access and use the Online Banking Service on a computer or other device which you own.
- e) You are responsible for ensuring that your computer is compatible with the Online Banking Service and

- have all necessary security software.
- f) On your written request we may provide joint access to the Online Banking Service to joint Account holders. Under such circumstances you will be jointly and severally liable responsible for compliance with these Terms and all access to and use of the Online Banking Service. Any Instructions given by any of you will be binding on all of you and we will not be responsible for any claim or dispute between you.
  - g) In using the Online Banking Service you: must ensure that your computer or other device used to access the Online Banking Service is free from any computer viruses and adequately protected against computer viruses; irrevocably and unconditionally accept liability for any and all Instructions without limitation; must check regularly your statements of Account(s) and promptly notify the Bank of any discrepancy; must not interfere with or damage (or in any way attempt to) any data, software or security associated with the Online Banking Service; and must ensure that there are sufficient funds in your Account(s) for us to complete an Instruction.
  - h) We may suspend any Service without prior notice where we consider it necessary or advisable to do so.
  - i) We may restrict or cease your use the Online Banking Service at any time and for any reason upon notice to you.

## 2- Security Measures

- a) To log-on to the Online Banking Service you will be in a 'secure' session indicated by the URL <https://>. In addition to this we use Secure Sockets Layer (SSL) Encryption technology to encrypt your personal information before it leaves your computer.
- b) For the initial log-on process you are required to input your ATM Card number and ATM Pin Code and thereafter the unique Username and Password assigned to you by us.
- c) You are responsible for keeping your ATM Card number and ATM Pin Code and Username and Password secure and strictly confidential at all times and you must not disclose or write or otherwise record these details to any other person or in any way that may be understood or discovered by any other person. In choosing a Password you are advised to avoid using details that may be obvious and easy to guess, such as birthdays and telephone numbers.
- d) For safety reasons you are advised to change your Password every 6 weeks.
- e) For security reasons you will only have three (3) attempts to input the correct Password to gain access to the Online Banking Service. After the third incorrect attempt you will not be able to access the Online Banking Service and you must call our call centre to reinstate access to the Online Banking Service.
- f) Once logged on to the Online Banking Service you must not leave your terminal unattended at any time and must not let anyone else use it until you have properly logged off. For security reasons and preservation of confidential information, if your terminal is logged on but unused for 15 minutes the system will time-out and you will be automatically logged-off the Online Banking Service. To regain access you must log on to the Online Banking Service again.
- g) We may reset your Username and Password at any time. You may change your Password at anytime through the Online Banking Service.

- h) You are responsible for complying with any other security measures and requirements which we may advise you from time to time
- i) Subject to these Terms and without prejudice to our rights hereunder, we will take all reasonably practicable measures to ensure that our systems used in connection with the Online Banking Service are adequately secure and to manage and control the risks in operating the systems, taking into account relevant laws regulations and good practices prevailing in the banking industry as applicable from time to time.

### 3- Instructions

- a) Any Instruction will be deemed to be validly, legally and genuinely given by you and we will be entitled to rely and act on Instructions without any further confirmation or verification from you. No acknowledgement or receipt of Instructions shall be issued by us and we shall not verify Instructions.
- b) We will endeavor to effect Instructions as soon as reasonably possible and on a best efforts basis. In the event no special instructions are given in relation to an Instruction we may, at our discretion, either (i) execute the Instruction in the most suitable method, or (ii) refuse to execute the Instruction until receipt of special instructions.
- c) You are liable for any Instruction in relation to your Accounts and we will not be liable in any manner for any unauthorized, fraudulent, or erroneous Instruction.
- d) It is your responsibility to ensure that all details relating to a beneficiaries account are input correctly and in full. Commercial Bank is under no obligation to verify, confirm or complete beneficiary account details and we shall not be liable for any funds transferred to an incorrect beneficiary as a result of incorrect or incomplete beneficiary account information.
- e) We may, at our sole discretion and without explanation, refuse to effect an Instruction (i) if we have reason to believe an Instruction is issued for an illegal purpose; or (ii) is contrary to our (or any third party bank's (as directed)) anti-money laundering policies.
- f) An Instruction submitted through the Online Banking Service will not be effected if operations of the Online Banking Service are suspended or terminated for any reason.
- g) Upon receipt of an Instruction we will debit amounts applicable to such Instruction (together with all applicable fees and charges, whether our fees and charges, correspondence fees or charges or third party bank fees or charges) from your relevant Account.
- h) Instructions are irrevocable and cannot be reversed without our prior approval. We will make reasonable efforts to modify, not process or delay processing any Instruction where requested and in doing so we will endeavour to notify the concerned office, agent or corresponding third party banks. We may not accept, and will not be responsible for any refusal, failure or delay in effecting, an Instruction which is conditional or which requires us to make payment to a third party earlier (or later) than the time we require according to normal banking practices. Revocation or cancellation of an Instruction shall only be completed upon receipt of evidence satisfactory to us that amounts have not been deducted from (or have been credited to) your Account(s).

- i) We reserve the right to require you to provide written confirmation or additional information in relation to an Instruction.
- j) Instructions to transfer funds to an account held in a foreign country (i) are made through successive and corresponding third party banks and we shall only be liable for initial transfer of funds from your Account(s), and not for onward transmission (or any error, delay or failure thereof) by corresponding banks and we shall not be obliged to verify the onward transmission or completion of the transaction, and (ii) shall be completed in the currency of the country where the account is held irrespective of whether the Instruction was in an alternative currency, unless otherwise agreed by the beneficiary with the beneficiary bank.
- k) In the absence of special Instructions, we may convert all foreign currency credits to your Account into the currency of the Account at our rate of exchange.
- l) All transfer Instructions will be converted by the paying bank into local currency at its buying rate unless the payee has made special arrangements with the paying bank.
- m) Instructions will not be permitted in the event there are un-cleared funds and insufficient funds standing to the credit of the relevant Account to cover such Instruction.
- n) Except in the event you have notified us of any special instructions, where you have submitted multiple Instructions in relation to the same Account on the same day we will determine the priority in which we give effect to Instructions.
- o) A transaction Instruction being effected is not always simultaneous with a transaction Instruction being given by you. Certain transaction Instructions may take more time to process and/or may only be processed during a Business Day and during normal working hours.

#### **4- Utility Bill Payments**

- a) You must input all information required in the correct fields to effect utility bill payments and you shall be responsible in the event of any input of incorrect information and any subsequent erroneous payments to utility companies.
- b) We shall not be responsible for any delay in completing a utility bill payment due to reasons beyond our control, in particular in relation to the onward transmission of utility bill payments to the utility companies which may result in disruption of the utility service.

#### **5- Transaction Limits**

All transaction Instructions through the Online Banking Service will be subject to the following limits:  
Maximum aggregate daily limit per customer for all transfers, payments etc. (including internal, external, domestic and foreign): QAR 50,000 presently, which is subject to change as will be notified to the Customer while accessing the Online Banking Service.

Maximum daily limit per customer for all internal transfers (including payments and transfers between customers' own accounts and third party accounts with us): QAR 100,000 presently, which is subject to change as will be notified to the Customer while accessing the Online Banking Service.

#### **6- Cut Off Times**

- a) Instructions where the paying and receiving account are both held with us will be effected immediately.
- b) Instructions in foreign currencies or where the receiving account is not held with us will only be effected up to the cut-off time applicable to the foreign currency and/or third party bank transaction on a Business Day. Instructions given after the cut-off time for a currency and/or third party bank transaction on a Business Day will only be executed on the next Business Day.

#### **7- General**

- a) Any information given by you will be deemed to be correct and we will be entitled to rely thereon, without any obligation, to verify such information for security, administration or any other purposes. Such information will, upon submission, become our property.
- b) You may not obtain the full value under a demand draft or manager's check or telegraphic transfer on account of exchange due to restrictions applicable in the country of payment or to the paying bank or charges and fees of the paying bank.

#### **8- Fees and Charges**

- a) Currently we do not charge a fee or charge for use of the Online Banking Service however we may, at our discretion, charge a fee for the Online Banking Service or any Services, the cost and implementation of which shall be notified to you in writing in advance.
- b) Fees and charges will be directly debited from your Account(s).

#### **9- Records and Statements**

- a) We will not issue a printed advice or confirmation in relation to Instructions or your Account(s).
- b) You may check your Account(s) statements and all records of Instructions on the Online Banking Service.
- c) You must check these statements and records regularly and advise us immediately, and in any event within 15 days, in the event of any discrepancy or dispute. Any failure to notify us within 15 days of any discrepancy or dispute will deem statements and records to be true and correct.
- d) The Online Banking Service statements will be the official records of all Instructions and constitute conclusive evidence of Instructions and dealings in connection with the Online Banking Service and may be admitted as evidence in the event of any legal proceedings.

#### **10- Lost or Stolen Username and Password**

- a) If you suspect or discover that your Username and/or Password have become known by any third party you must notify us immediately by calling our call centre who will suspend your access to the Online Banking Service and make arrangements for you to select a new Username and Password.
- b) Prior to notification in accordance with the above article, we will not be liable for any unauthorized transactions under your Account(s). Once we have been notified in accordance with the above article and

had reasonable time to act, you will not be liable for any further unauthorized transactions unless you have acted fraudulently or negligently.

- c) You agree and acknowledge that we may disclose information about you or your Account(s) to the police or third parties if we think it will help prevent or recover losses.

**11- Liability and Indemnity, Limitation Of Liability**

- a) You will be solely liable for: all costs, claims, actions, damages or losses suffered or incurred by you accessing and using the Site, the Online Banking Service or any linked site; all costs, claims, actions, damages or losses associated with reversal, revocation or cancellation of Instructions; payment of utility bills (including any late payments); erroneous payments to a third party in accordance with your Instructions; all losses (including the amount of any transaction Instruction carried out without your authority) if you have acted without reasonable care or fraudulently, so as to facilitate unauthorized transactions (for the avoidance of doubt acting without reasonable care shall be deemed to include failure to observe any of your security obligations referred to in these Terms); your reliance on information available on the Online Banking Service; any loss or damage to your data, software, computer, telecommunications or other equipment caused by you using the Online Banking Service; any loss, damage or harm arising due to non-compatibility between our Online Banking Service systems and your computer device, including any lack of security software on your part that could result in any loss, damage or harm to your computer or Account(s).
- b) You undertake to indemnify us from and against all actions, claims, proceedings, demands, losses, damages, harms (including direct, indirect or consequential) costs, expenses, charges, taxes, penalties and legal costs and any other liabilities of whatsoever nature which we may incur or suffer by reason of: your access to and/or use of the Online Banking Service; costs, losses or expenses incurred by us pursuant to your input of incorrect, erroneous or fraudulent information in an Instruction; your acting without reasonable care or fraudulently; access to your Account(s) through the Online Banking Service by third parties; submission of Instructions; and us acting upon, delaying to act upon, or refraining from acting upon an Instruction and complying generally with our obligations or enforcing our rights under these Terms.
- c) We shall not be liable for any losses, costs, claims or damages of whatsoever nature, whether direct, indirect or consequential, suffered or incurred by you as a result of: the Online Banking Service or any Service linked to it being totally or partly unavailable for any reason including but not limited to any period of essential maintenance, critical change, repairs, alteration to or failure of systems or operations; acting on, failing or delaying to act on or processing, any Instruction except to the extent caused by our error, gross negligence or willful misconduct and our liability shall be limited to the payment of interest (in the case of delay, for the period of the delay); acts, failures, delays or omissions of third party banks; corrupt data being sent through the Online Banking Service; any act, error, omission, failure or delay by any third party in relation to any account held by you or an Instruction or transaction; computer virus or line or system failure; or the failure of any machine, data processing system or transmission link.

## 12- E-Messaging

- a) The E-Messaging facility enables you to send and receive secure messages between to us through the Online Banking Service.
- b) We will aim to respond to all e-messages within 2 Business Days. If this is not possible or we are not willing to answer your query or comply with your request within this timescale or at all we will aim to inform you of this within 2 Business Days.
- c) You should not send e-messages: relating to matters for which there is a specific functionality available on the Online Banking Service (e.g. to make a payment); which require immediate attention; which are requests of a transactional nature; reporting the loss or theft of cheques and or credit or ATM cards; on behalf of a 3rd party or in relation to any dealings with 3rd parties; or which are offensive, frivolous or other inappropriate, Failure to comply with the above may result in termination of your access to the Online Banking Service.
- d) We may send you messages concerning any Account(s), product or service provided by us including the Online Banking Service, or any other linked to it.

## 13- Termination

- a) You may cease your use of the Online Banking Service at any time upon written notice to us.
- b) We may terminate your Online Banking Service account or the Online Banking Service altogether at any time in our sole discretion. We shall use reasonable endeavours to notify you of any termination.
- c) Termination of the Online Banking Service shall not affect completion of any Instruction submitted prior to the effective date of termination of your use of the Online Banking Service.

## 14- Miscellaneous

- a) We reserve the right to refuse any application for the Online Banking Service at our absolute discretion.
- b) The Online Banking Service should be used in good faith and in accordance with these Terms.
- c) The Online Banking Service should not be abused or used to commit any kind of fraud or illegality.
- d) We may modify these Terms, any information issued about the Online Banking Service, and any site(s) or screens through which you access the Online Banking Service from time to time at our absolute discretion. Any amendments will be posted on our Site in such a manner as we consider appropriate. You must periodically review these Terms and information issued about the Online Banking Service to inform yourself about any such amendments.
- f) We may: change the mode of operation; add or remove or otherwise change the Services/facilities provided under this site; and close down temporarily or permanently Online Banking Service.
- g) We may alter, amend or replace any or all procedures, forms or levels of encryption to ensure maintenance of security and confidentiality standards.
- h) The Bank's Site is not intended for distribution to, or use by, any person or entity in any other jurisdiction or country where such distribution or use would be contrary to local laws or regulations.
- i) Notwithstanding anything to the contrary in these Terms, we shall at all times be obliged to comply with all rules and regulations of any governing authority, including but not limited to Qatar Central Bank.

## **M-Commerce Service**

### **1- Access to and use of the M-Commerce Service**

- a) We will, on a best efforts basis, make available the M-Commerce Service; however, availability is dependant on 3rd party service providers (including telecommunications providers) and may be interrupted from time to time by routine maintenance requirements, excess demands on the M-Commerce Service and reasons beyond our control.
- b) The M-Commerce Service may only be accessed from the mobile phone registered to you in your application for the M-Commerce Service.
- c) In the event you hold Accounts and Cards, all Accounts and Cards may be enabled for access through the M-Commerce Service.
- d) Where the M-Commerce Service is linked to a joint Account only one Account holder may access and use the M-Commerce Service as a 'subscriber' and the subscriber shall be deemed to be acting for and on behalf of all joint Account holders who shall be deemed to have knowledge of, and consented to, all actions by the subscriber through the M-Commerce Service.
- e) The M-Commerce Service must not be used to perpetrate any kind of fraud or illegality.
- f) You must not attempt to decompose, reverse or tamper with the M-Commerce Service system or software.
- g) You are responsible for ensuring that your mobile phone is compatible with the M-Commerce Service.
- h) The M-Commerce Service is not intended to be used in lieu of any other service provided by us, and in particular you must continue to carefully, regularly and thoroughly check Account statements sent from time to time.
- i) We shall inform you of any prolonged inaccessibility to, or termination or, the M-Commerce Service or any facility or service available thereunder.
- j) You shall be responsible for payment of airtime and other charges levied by your telecommunications provider in relation to the M-Commerce Service in accordance with their terms and conditions.

### **2- Instructions**

- a) Instructions sent by you shall, unless proven otherwise, will be deemed to be validly, legally, knowingly and genuinely sent by you or on your behalf and (i) you irrevocably and unconditionally accept responsibility and liability for any and all Instructions, and (ii) we shall rely on, and accept as genuine and validly given, any Instructions and we shall not verify Instructions.
- b) You must ensure that
  - (i) there are sufficient funds in your Account(s) to complete an Instruction; and (ii) all details relating to beneficiaries contained in an Instruction are correct and complete. We shall not verify or complete beneficiary account details.
- c) We may refuse to effect an Instruction if we have reason to believe the Instruction is issued for an illegal purpose or contrary to our anti-money laundering policies.
- d) Our record of Instructions shall be conclusive evidence of such Instruction and is deemed to be consent by



- you to issue a related Response (which may contain Account or transaction information) and acceptance by you of liability for the inherent risks involved in the transfer of such information.
- e) Instructions cannot be reversed once issued. We will use reasonable efforts to modify, not process or delay processing an Instruction where requested; however, we shall not be liable in the event of inability to do so.
  - f) We shall not acknowledge receipt of Instructions other than predefined Responses relating to certain Instructions.
  - g) Instructions to transfer funds to an account in a foreign country are made through successive and corresponding third party banks; our liability shall be limited to the initial transfer of funds by us from your Account only and we shall not verify onward transmission or completion of the transaction by third party banks. Such transaction Instruction shall be completed in the currency of the country where the beneficiary account is held.
  - h) We shall determine the priority in which we effect Instructions.
  - i) We shall not be responsible for any disruption of utility services caused by processing (or a delay in processing) Instructions for payment of utility services.
  - j) Instructions where the paying and receiving account are both held with us will be effected immediately.
  - k) Instructions in foreign currencies or where the receiving account is not held with us will only be effected up to the cut-off time applicable to the foreign currency on a Business Day. Instructions given after the cut-off time or not on a Business Day will be effected on the next Business Day.

### **3- Transaction Limits**

All transaction Instructions through the M-Commerce Service will be subject to limits determined by us from time to time.

### **4- Effecting Instructions and Responses**

- a) We shall use our best efforts to execute Instructions and (where applicable) issue Responses; however, factors affecting 3rd party service providers (including telecommunications providers) from time to time may cause Response to be delayed or not delivered. In the event of non-delivery we shall not re-transmit a Response unless we receive another Instruction.
- b) A Response containing Account information is retrieved from our systems real time and is the most recent and up to date Account information as at the time of the Response. Other information contained in a Response may not be retrieved real time but is the most recent and up to date information contained on our systems.
- c) We may refuse to send a Response if the related Instruction requires written confirmation of such Instruction.
- d) Certain Responses (including but not limited to effecting transaction Instructions) may take time to process and/or may only be sent during normal working hours.

## 5- Facilities and Services

- a) We may from time to time introduce, modify or delete facilities or services within the M-Commerce Service. Introduction of new facilities or services may be subject to acceptable of additional terms and conditions.
- b) We may from time to time send messages to you through M-Commerce concerning Accounts or other products, facilities or services offered by us.

## 6- Security Measures

- a) We shall take all reasonably practicable measures to ensure that access to and use of the M-Commerce Service is secure, and to manage and control the risks in operating the M-Commerce Service.
- b) We may at any time alter, amend or replace any procedure, system, or service within the Service to maintain the encryption, security and confidentiality of the Service.
- c) You must:
  1. keep your Username and Passcode secure and strictly confidential; and
  2. keep Account and M-Commerce Service information (including Instructions and Responses) confidential and take reasonable steps to prevent unauthorised access to and use of such information.
  3. For security reasons you will only have three (3) attempts to input the correct Passcode to gain access to the M-Commerce Service; after the third incorrect attempt you will not be able to access the M-Commerce Service and you must call our call centre
  4. to reinstate access to the M-Commerce Service.
  5. Once you have opened a session in the M-Commerce Service, you must not leave your mobile phone unattended. If your mobile phone is logged on to the M-Commerce Service but there is no action on the M-Commerce Service for 3 minutes, the system will time-out and you will be automatically logged-off. You must not let anyone else use your mobile phone until your M-Commerce Service session has properly ended.
  6. You must notify us immediately of any suspected or actual discovery of or unauthorised use of your Username and/or Passcode and/or your M-Commerce account pursuant to which we shall suspend your access to the M-Commerce Service and make arrangements for you to select a new Username and Passcode.
  7. In the event of loss or theft of your mobile phone or SIM card or a change or disconnection of the mobile number linked to the Service you must notify us immediately.
  8. You may be required to assist us and/or the police in any enquiries relating to a breach of security of the Service. Pursuant to this we may disclose information concerning you or your Accounts to the police to prevent or recover losses.
  9. You must comply with any additional security measures notified to you from time to time.
  10. We may reset your Username and/or Passcode at any time. You may change your Passcode at anytime through the M-Commerce Service and for safety reasons you are advised to change your Passcode every six (6) weeks.

### **7- Fees and Charges**

- a) We currently do not charge fees or charges for use of the M-Commerce Service but reserve the right to introduce fees and charges at any time.
- b) Fees and charges related to transactions the subject of an Instruction will be debited from your Account(s) at time of execution of the transaction.

### **8- Records and Statements**

- a) You may check Account statements and all records of Instructions through the M-Commerce Service.
- b) You should check Account statements regularly and advise us immediately (and in any event within 15 days) of any discrepancy or dispute. Any failure to notify us will deem the statements to be true and correct.
- c) Our records and accounts of transactions through the M-Commerce Service are prima facie evidence of the matters to which they relate and may be admitted as evidence in any litigation proceedings arising out of or in connection with your use of the M-Commerce Service.

### **9- Liability and Indemnity**

You shall be liable for, and shall indemnify us against, any costs, claims, damages or losses resulting from: your access to and use of the Site and the M-Commerce Service or the M-Commerce channel; subject to 10 (b) below, Instructions issued from, and Responses sent to, your mobile, including retention of Instructions and Responses on your mobile; use of the M-Commerce Service amounting to negligence, misconduct or fraud and for the avoidance of doubt acting 'negligently' shall be deemed to include failure to observe your security obligations referred to in these Terms; your reliance on Responses and other information available on the M-Commerce Service; your breach of these Terms; ensuring transaction beneficiary account information and your Card and Account information is kept up to date within the M-Commerce Service to prevent rejection of transaction Instructions; and enforcement of our rights hereunder. You shall not be liable for: Instructions sent from, and Responses sent to, your mobile after giving us notice of, and reasonably time to act on, a security breach of loss of or change in mobile number; and Fraudulent Instructions by an unauthorized third party provided that there is incontrovertible evidence of such fraud.

Where the M-Commerce Service is linked to a joint Account and notwithstanding 2(d) above, all joint Account holders shall be jointly and severally liable under these Terms.

We shall only be liable to you for losses suffered by you as a result of a breach of these Terms by us or as a result of our own gross negligence or willful misconduct.

We shall not be liable for inaccessibility to or unavailability of the M-Commerce Service attributable to 3rd party service providers (including telecommunications providers) or due to reasons beyond our control.

### **10- Termination**

You may terminate your registration to the M-Commerce Service at any time upon written notice to us.

We may suspend, restrict or terminate your the M-Commerce Service (or any facility or service available

thereunder) or your registration thereto at any time in our sole discretion.

Termination of your registration to the M-Commerce Service (whether by you or by us) shall not affect completion of any Instruction sent prior to the effective time of termination. Termination shall not affect accrued rights or liabilities.

## **11- Miscellaneous**

We reserve the right to refuse any application for the M-Commerce Service at our absolute discretion.

The M-Commerce Service is the property of Commercial Bank and we retain the copyright interest in all software and documentation relating to the M-Commerce Service, including any subsequent amendments.

## **Personal Loan**

### **1- General**

- a) The transaction entered into under this Loan Agreement is a commercial transaction.
- b) Where there is more than one borrower your obligations and liability hereunder shall in all respects be joint and several.

### **2- Eligibility And Approval**

- a) Eligibility for a Personal Loan does not guarantee that Commercial Bank will offer you a Loan. We reserve the right to revoke the offer of a Loan at any time and for any reason at our absolute discretion without any prior notice or disclosure of reason.
- b) Eligibility and approval for a Personal Loan are subject to Commercial Bank's policies and criteria, as amended from time to time.

### **3- Agreement**

When this Loan Agreement has been signed by you and you accept these Terms and Conditions we will lend to you and you will borrow from us the amount of the Loan

### **4- Term**

The term of this Loan, subject to the terms of early termination or early settlement or default shall be as set out in the Loan Agreement.

### **5- Repayments**

- a) You agree to repay the amount of the Loan together with all management and insurance fees and charges (as applicable) and the interest thereon by monthly installment repayments, the amount of which shall be varied from time to time in accordance with the terms of interest set out below and subject to applicable fees and charges.
- b) Repayments shall be effected by Commercial Bank debiting your account held with us (in the event of multiple accounts you must nominate an account for such direct debits and notify us accordingly) for the

amount of the relevant installment and you authorise us so to do. In the event there are insufficient funds held in the nominated account we shall be entitled to debit any other account held by you with us with the relevant installment amount.

- c) You agree not to transfer your account and your salary(ies) from Commercial Bank until full settlement of this Loan and any other obligations to us.
- d) Commercial Bank reserves the right to change the installment repayment amounts, the number of Loan installments or the tenor of the Loan at our absolute discretion depending on a change in the interest rate.

#### **6- Late Repayments**

If any installment repayment is not received by its due date ,we may charge a late repayment fee as specified in Commercial Bank’s prevailing Tariff of Charges at an interest rate at our discretion.

#### **7- Early Settlement**

In the event you wish to settle the entire amount of the Loan, including principal, interest and any fees and charges incurred thereon, prior to the scheduled termination and final repayment date, you may be required to pay an early settlement charge as specified in Commercial Bank’s prevailing Tariff of Charges.

#### **8- Loan Statements**

Absent manifest error ,the Loan statements presented by Commercial Bank in any form of media from time to time shall be conclusive evidence of the Repayable Balance, the Loan amount repaid (including interest charged thereon), the Loan amount outstanding and the amount of the next due repayment installment (including interest charged thereon). You should carefully review each Loan statement to ensure correctness and completeness; any errors must be notified to us within thirty (30) days of issuance of the Loan statement, failing which the information contained therein shall be deemed correct and complete and you shall have no right to object to any amount set forth therein.

#### **9- Interest Rate**

The interest rate charged on this Loan is a variable rate, subject to change by Commercial Bank at our absolute discretion.

#### **10- Default**

- a) In the event of the occurrence of any of the following events of default Commercial Bank may, at its discretion, reschedule the Loan; or (ii) terminate this Loan Agreement:
  - 1. Failure to pay anyone installment.
  - 2. Breach of these Terms and Conditions.
  - 3. Conviction of a material offense under the laws of the State of Qatar.
  - 4. Cessation of employment by your present employer.
  - 5. Issuance of an expulsion or deportation order against you.

6. Bankruptcy.
  7. Any order or judgment is made or given against you as a result of or arising out of debt or any other unfulfilled obligation on your part.
  8. Any change in your principal monthly installment repayment amount that changes your exposure or obligation in relation to your income; or
  9. Your salary is not credited to your account held with us or such applicable account notified to us in the event of multiple accounts) for two consecutive months.
- b) In the event Commercial Bank shall reschedule your Loan upon the occurrence of an event of default as set out in paragraph
1. above, we may re-schedule the number of installment repayments and/or the amount of each installment repayment without your consent. Any such rescheduling will be subject to any additional terms and conditions which may be imposed on you by us at our discretion
  2. In the event Commercial Bank opts to terminate your Loan Agreement upon the occurrence of an event of default as set out in
  3. above, the Repayable Balance shall become immediately due and payable.

#### **11- Loan Care**

- a) It is a condition to this Loan that you take out a loan care Insurance Policy (the "Policy") provided by an insurance company nominated by Commercial Bank from time to time. The Policy shall be automatically opened in your name upon signing this loan Agreement. The Policy insures you against inability to repay your Loan as a result of permanent disability or death.
- b) The Policy shall be provided to you at a fee in accordance with the fees applied by the relevant insurance company as shall be notified to you at the time of taking out such insurance and shall be charged to your account held with us.
- c) The Policy fee is non-refundable.

#### **Vehicle Loan**

##### **1- General**

- a) The transaction entered into under this Loan Agreement is a commercial transaction.
- b) Where there is more than one borrower your obligations and liability hereunder shall in all respects be joint and several.

##### **2- Eligibility and Approval**

- a) Eligibility for a Vehicle Loan does not guarantee that Commercial Bank will offer you a Loan.
- b) We reserve the right to revoke the offer of a Loan at any time and for any reason at our absolute discretion without any prior notice or disclosure of reason.
- c) Eligibility and approval for a Vehicle Loan are subject to Commercial Bank's policies and criteria, as amended from time to time.

### 3- Agreement

- a) When this Loan Agreement has been signed by you and you accept these Terms and Conditions we will lend to you and you will borrow from us the amount of the Loan as set out overleaf.
- b) The Loan may only be used to purchase the Vehicle in accordance with all information provided by you in accordance with this Loan Agreement.

### 4- Term

The term of this Loan, subject to the terms of early termination or early settlement or default, shall be as set out in the loan agreement.

### 5- Your Obligations

- a) Upon signing this Loan Agreement you must:
  - 1. Provide Commercial Bank with a quotation from the seller detailing the Vehicle value; Vehicle type; chassis No.; engine no.; model and colour to enable us to issue an LPO.
  - 2. Upon delivery to the seller of the LPO, register the Vehicle jointly in your name and in the name of Commercial Bank;
  - 3. Insure the Vehicle. If the seller does not provide you with a comprehensive insurance policy with at least 1 year's validity you must insure the Vehicle for its full replacement cost comprehensively against all risks for the full term of the Loan Agreement, if you make any claim in respect of that insurance you must tell us. Commercial Bank must be named loss payee on any insurance policy.
  - 4. Provide Commercial Bank with an invoice of bill of sale of the Vehicle.
- b) Keep the Vehicle in good condition. Any loss or damage to the Vehicle is your responsibility.
- c) At our request allow us to inspect the Vehicle
- d) Until full and final settlement of the Loan (prior to which you do not own the Vehicle) you must not part with, sell or deal with the Vehicle and you may not take it out of the State of Qatar.
- e) Until full and final settlement of the Loan by you, you admit that Commercial Bank owns the Vehicle and you are renting it from us. Upon full and final settlement of the Loan, including interest charged thereon and any other applicable fees and charges you will have purchased the Vehicle.

### 6- Commercial Bank's Obligations

- a) Upon delivery of the required details, Commercial Bank shall issue a conditional LPO to the seller of the Vehicle. The LPO shall reflect all the required details.
- b) Upon completion of your obligations pursuant to the above clauses, Commercial Bank shall effect payment for the purchase of the Vehicle directly to the Seller.
- c) Issuance of an LPO shall be conditional upon completion of your obligations as set out above. Any failure to fulfill your obligations or incorrect information provided to us pursuant to your obligations may result in the withholding of the Loan and refusal to issue such LPO to the seller until receipt of a quotation and other necessary documents that correspond to each other.

## 7- Repayments

- a) Under this Loan Agreement ,you agree to make one advance payment in the amount shown in the loan agreement to Commercial Bank and subsequent to this to repay the Repayable Balance together with all management and insurance fees and charges (as applicable) and the interest thereon by monthly installment repayments, the amount of which shall be varied from time to time in accordance with the terms of Interest Rate and subject to applicable fees and charges.
- b) If you hold an account with Commercial Bank, you authorise us to directly debit your account (in the event of multiple accountsn you must nominate an account for such direct debits and notify us accordingly) with the amount of each monthly repayment installment (including interest charged thereon and any applicable fees and charges) and you agree not to transfer your account or your salary(ies) (as transferred to Commercial Bank) until full and final settlement of the Loan and any other obligations to the bank. In the event there are insufficient funds held in the nominated account, we shall be entitled to debit any other “account held by you with us with the relevant installment amount.
- c) If you do not hold an account with Commercial Bank ,you undertake to provide us with post dated cheques in the amounts of the repayment installments as set out in the loan agreement which shall be submitted monthly by Commercial Bank as payment for each installment. Additionally, you agree to set up a standing order facility to be utilized in the event of a change in the interest rate in accordance with the terms of Interest Rate. In an event of a change in the interest rate, your Loan tenor shall be automatically extended so that Loan installments remain the same amount and are repaid using the post dated cheques and any additional amounts incurred due to a change in the interest rate shall be repaid after submittal of all post dated cheques using the standing order facility.
- d) Commercial Bank reserves the right to change installment repayment amounts and/or the number of Loan installments at our absolute discretion depending on a change in the interest rate.

## 8- Late Repayments

If any installment repayment is not received by its due date, we may make a late payment fee as specified in Commercial Bank’s prevailing Tariff of Charges at an interest rate at our discretion.

## 9- Early Settlement

In the event you wish to settle the entire amount of the Loan, including principal, interest and any fees and Charges incurred thereon, prior to the scheduled termination and final repayment date, you may be required to pay an early settlement charge as specified in Commercial Bank’s prevailing Tariff of Charges.

## 10- Loan statements

Absent manifest error, the Loan statements presented by Commercial Bank in any form of media from time to time shall be conclusive evidence of the Repayable Balance, the Loan amount repaid (including interest charged thereon), the Loan amount outstanding and the amount of the next due repayment installment (including interest charged thereon). You should carefully review each Loan statement to ensure correctness



and completeness; any errors must be notified to us within thirty (30) days of issuance of the Loan statement, failing which the information contained therein shall be deemed correct and complete and you shall have no right to object to any amount set forth therein.

#### 11- Interest Rate

The interest rate charged on this Loan is a variable rate subject to change by Commercial Bank at our absolute discretion.

#### 12- Default

- a) In the event of the occurrence of any of the following events of default Commercial Bank may, at its absolute discretion, reschedule the Loan facility; or (ii) terminate the Loan Agreement, seize the Vehicle and sell it:
1. Failure to pay any one installment;
  2. Breach of these Terms and Conditions;
  3. Conviction of a material offense under the laws of the State of Qatar;
  4. Cessation of employment by your present employer;
  5. Issuance of an expulsion or deportation order against you;
  6. Bankruptcy; or
  7. Your landlord or a bailiff takes or threatens to take the Vehicle to satisfy a debt;
  8. Any order or judgment is made or given against you as a result of or arising out of debt or any other unfulfilled obligation on your part;
  9. Any change in your principal monthly installment repayment amount that changes your exposure or obligation in relation to your income; or
  10. Your salary is not credited to your account held with us for two consecutive months
- b) In the event Commercial Bank shall reschedule your Loan upon the occurrence of an event of default as set out in (a) above, we may reschedule the number of installment repayments and/or the amount of each installment repayment without your consent. Any such rescheduling will be subject to any additional terms and conditions which may be imposed on you by us at our discretion.
- c) In the event Commercial Bank shall terminate your Loan facility upon the occurrence of an event of default as set out in (a) above, the Repayable Balance shall become immediately due and payable or, failing this, Commercial Bank shall seize the Vehicle and sell it, proceeds from such sale shall be applied as follows:
1. Firstly in and towards the outstanding Repayable Balance of principal and interest under the Loan;
  2. Secondly in and towards any fees or charges, including but not limited to late payments;
  3. Thirdly in and towards any costs incurred by Commercial Bank to maintain and/or fix the vehicle (if it is evident that such maintenance or repair was due to the willful negligence and lack of care by you) to enable us to get fair value for such Vehicle upon resale. All such maintenance or repair amounts shall be evidenced by invoices and receipts and you shall not have any right to object to such amounts: and

4. Fourthly in and towards any costs and expenses incurred by Commercial Bank in the event we need to trace you or the Vehicle, or if we take steps to repossess the Vehicle or recover any payment from you including but not limited to all legal fees and court costs.
- d) In the event of termination of this Loan Agreement, the Vehicle must be immediately returned to Commercial Bank and any related documents must be deposited with us.

### **13- On-Sale of the Vehicle**

- a) You may sell the Vehicle to a third party subject to the following conditions:
1. Settlement of your Loan in full prior to selling and transfer of title to the Vehicle; or
  2. Transfer of the Loan to the third party purchaser subject to the third party purchaser being eligible for the Loan pursuant to Commercial Bank's prevailing criteria and policies.
- b) It is your responsibility to undertake the necessary legal and procedural requirements concerning selling and re-registration of the Vehicle in the name of the bank and third party.

### **14- Loan Care**

- a) It is a condition to this Loan that you take out a Loan Care Insurance Policy (the "Policy") provided by an insurance company nominated by Commercial Bank from time to time. The Policy shall be automatically opened in your name upon signing this Loan Agreement. The Policy insures you against inability to repay your Loan as a result of permanent disability or death.
- b) The Policy shall be provided to you at a fee in accordance with the fees applied by the relevant insurance company as shall be notified to you at the time of taking out such insurance and, in the event you hold an account with Commercial Bank from which monthly installment repayments shall be debited, such fee shall be automatically debited from such account; in the event you do not hold an account with Commercial Bank, you shall pay the amount of such fee in the same method in which the installment repayments shall be made from such account with such other bank.
- c) The Policy fee is non-refundable.

### **15- Charges**

- a) Commercial Bank reserves the right to impose, waive or amend fees relating to any credit facilities granted, in line with our prevailing policies.
- b) Commercial Bank's prevailing Tariff of Charges for rejection of standing orders and returned cheques will be applied.
- c) Commercial Bank shall be entitled to charge you for the costs incurred by us including but not limited to legal fees and court costs incurred in enforcing our rights under this Loan Agreement.
- d) Commercial Bank may charge a fee for any notices sent to you pursuant to this Loan Agreement, including but not limited to notices of late installment repayments.

**16- Restriction of our Liability**

- a) Commercial Bank shall not be responsible for any loss that may arise as a result of the Vehicle not being of merchantable quality or unsuitable for the purpose for which it was purchased.
- b) The responsibility of identifying and purchasing the Vehicle lies solely with you and Commercial Bank shall not be responsible for any error in identification of the Vehicle or an event whereby you may purchase the wrong Vehicle due to either yours or the seller's error. Additionally, issuance of an LPO containing incorrect Vehicle details due to incorrect details being provided by either you or the seller of the Vehicle shall not be the responsibility of the Commercial Bank which shall not be liable for any subsequent delay or failure in purchasing such Vehicle due to such error.
- c) You acknowledge that all liabilities of whatsoever nature arising out of the possession and use of the Vehicle (including but not limited to liabilities to third parties) are your obligations and you hereby irrevocably undertake to indemnify and keep indemnified Commercial Bank, its officers, agents and employees from and against all actions, proceedings, costs, claims, losses and damages howsoever incurred or sustained in respect of the Vehicle.

**Mortgage Loan**

**1 - Property under Construction**

- a) The Bank undertakes to pay the loan amount in the form of installments payable to the Contractor in accordance with the monthly completion reports signed by the Consultant.
- b) The Borrower shall make a first-class mortgage in favour of the Bank in addition to any other securities required by the Bank.

**2 - Readymade Property**

- a) The Bank undertakes to pay the Borrower the entire loan amount at the date of signing the loan Contract.
- b) The Borrower undertakes to pay the Property owner the entire loan amount upon completing the final sale procedures before the authorized officer at the Real Estate Registration & Authentication Department.
- c) The Borrower shall make a first-class mortgage in favour of the Bank in addition to any other securities required by the Bank.

**3 - Default in Payment**

The loan amount together with the accrued interest and all collaterals will be due immediately for settlement, without the need for any notice or alert in the following circumstances:

- a) If the borrower fails to settle any of the installments prescribed by the loan agreement.
- b) If the borrower does not fulfill a primary obligation stipulated under the loan Agreement.
- c) If an order or sentence be issued against the borrower in respect of any outstanding debt.
- d) If the Borrower's service is terminated by his present employer unless the Borrower shall have provided the Bank with evidence (in form and substance satisfactory to the Bank) of confirmed employment with an alternative employer within the State of Qatar within 15 days from the date of notification of termination of

- employment from his present employer.
- e) If the Purchase Contract is cancelled or terminated by the Borrower or by landlord prior to registration of the Property in the name of the Borrower, or the Borrower commits a material breach of the Purchase Contract.
  - f) If any of the preceding conditions occur, the Bank will be entitled to enforce its security including an entitlement to request its appointment as a custodian over the property with all its facilities, till such a time his entitlements are fully redeemed.

#### **4 - General Terms & Conditions**

- a) The borrower shall have paid the advance payment amount as prescribed by the purchase contract and the loan agreement shall cover the remaining amount.
- b) The borrower shall ensure that his salary and other benefits are paid directly into the savings or current account of the borrower with the bank, during the validity of the Agreement.
- c) The Borrower shall pay early settlement fee, if he/she wishes to repay the total loan balance or any part thereof before the expiry of the Contract at a rate determined by the bank at its absolute discretion.
- d) The Bank may at its absolute discretion permit the borrower to postpone the payment of a maximum of two installments in each year during the validity of the Agreement, subject to payment of the Bank's administrative fee at the then prevailing rate.
- e) The bank may impose a delay fee of QR.500, plus delay interest at the rate of 1% above the prevailing interest rate in respect of any delayed installment from the prescribed maturity date, and the bank is entitled to change cost of delay fees and interest rates unconditionally.
- f) The loan settlement period should not exceed the terms stipulated in the Loan Contract, except that any postponement period in installments settlement at the request of the borrower shall be added to the loan settlement period.
- g) From time to time the Bank may run 'Postponement Campaigns' which postpone monthly scheduled repayment installments for a period of time. Upon signing this Loan the borrower requests the Bank to register him/her in all Postponement Campaigns for this Loan, subject to the applicable terms and conditions for such campaigns.
- h) All periods will be calculated on basis of and according to the Gregorian calendar.
- i) In case there is more than one borrower, then "borrower" would refer to all those individuals or to any one of them, or more of them, and the obligations of any (borrower) under the Agreement will be joint and several obligations.
- j) The Borrower shall not assign or transfer his/her rights or duties stipulated under this Contract to any third party without obtaining the Bank's prior written consent
- k) All notices, information and account statements dispatched as per this Agreement are to be issued in writing to the address indicated for each party at the opening of this Agreement, unless any of the two parties notified the other in writing of address change.
- l) If the borrower does not protest in writing on the information, data and or the loan statements, which the

bank sends within two months from dispatch date, it will be considered as an acknowledgement from the borrower in respect of the authenticity of the contained information.

- m) In the event the Borrower shall, or shall imminently, cease to be a resident of the State of Qatar the Borrower shall immediately notify the Bank and, in the event the Borrower desires to continue this Agreement, the Bank reserves the right to amend the terms and conditions of this Agreement.
- n) The Bank shall have the right to ask the Borrower to provide it with any extra accounts, statements, data relating to this Contract or to any of its documents for the purpose of satisfying any instructions imposed by the law or by Qatar Central Bank.
- o) The Borrower may request a grace period before starting to pay the installments prescribed under the loan contract, such period shall be for a maximum period of three months as of the date of signing the Loan Contract.
- p) The Borrower shall be exempted from paying the advance payment if he/she is the owner of the plot of land to be constructed.

## **The Credit Card**

### **1- Eligibility**

- a) Approval for a Card shall be subject to completion of the relevant Card application form; submission of all required information and supporting documentation and full compliance with all our prevailing criteria and policies; and any prevailing QCB criteria and policies.
- b) We reserve the right to refuse any application for a Card without revealing any reason.
- c) In the bank's effort to provide customers with the best products and services and as a way of customer appreciation, eligible customers will be issued with a Preapproved credit cards free of charge for the first year. The eligibility criteria is set by the bank and can change from time to time. Once the pre-approved card is activated, the customer is bound by the terms and conditions governing the Commercial Bank Credit Cards usage.

### **2- Credit Card**

- a) Cards may be issued to you upon your request. Cards held by a supplementary Card holder shall be conditional upon continuance of the Card relationship with the principal Card holder.
- b) The Card must be used in accordance with these Terms; any additional terms applicable specifically to an individual Card, any additional Account terms; and any terms and conditions set out on the Card application form.
- c) You must sign the Card immediately upon receipt and the Card may only be used:
  - i. by the designated Card holder whose name appears on the face of the Card;
  - ii. subject to the prevailing Terms;
  - iii. within the Credit Limit; and
  - iv. during the validity period embossed on the Card.
- d) The Card shall be subject to a Credit Limit mandated by us. From time to time we may increase or decrease your Credit Limit at our discretion. You will be notified of any change in your Credit Limit.

- e) Cards shall be renewed automatically prior to the Card expiry unless you notify us otherwise at least 45 days prior to the Card expiry.
- f) All Cards issued by us are and shall remain our property and must be returned to us at our request or upon cancellation of the Card.

### 3- Transactions

- a) Transactions shall be executed subject to this Clause.
- b) Transactions may only be executed in Machines that accept such Card.
- c) Transaction executed using a Card shall be deemed to be validly executed by you.
- d) You irrevocably and unconditionally accept as binding all Transactions and applicable fees and charges unless you notify us otherwise.
- e) Where there are principal and supplementary Card holders, Transactions by one Card holder shall be binding on all other Card holders and shall be documented in one Card statement.
- f) We shall set daily Transaction limits for Cards, including Transaction amounts and Transaction frequencies. Transactions that would cause such limit to be exceeded shall not be authorised.
- g) Transactions executed outside Qatar will be converted from the foreign currency into QR at the time of the Transaction using our prevailing rate of exchange.
- h) Transactions that cannot be stopped in time shall be effected as validly given and applicable Charges shall be debited from the Account.
- i) Transactions shall not be effected if there are insufficient funds in the Account. In calculating funds available to you we will take into account any outstanding Card charges and any funds credited or debited to the Account.
- j) We may refuse to authorise any Transaction, in particular if we have reason to believe a Transaction may be fraudulent or illegal.
- k) We shall debit the Account with applicable fees and charges immediately upon executing a Transaction.
- l) Any refunds by a merchant shall only be credited to the Account upon receipt by us of the amount of such refund.
- m) Transactions through a Card are evidenced by the imprint of the Card and signature or print of Card details on a charge form or invoice. In the event you purchase any goods or services for which an imprint and/or signature is not possible, then proof of delivery or other supporting documentation from the merchant shall be acceptable proof of purchase. You are advised to retain any invoice copies and other evidentiary documentation regarding a Transaction as evidence of the Transaction, including the Transaction amount.
- n) In the event of a disputed transaction, the Cardholder must sign and return a completed transaction dispute form and required supporting document(s) within thirty (30) days from the sending date of the statement on which the disputed transaction appeared to enable Commercial Bank to proceed with the dispute investigation and avoid delay or denial of the right to recovery of the disputed transaction. Any Transaction dispute raised after the passing of the said time limit will not be dealt with.

#### 4- Payments

- a) You undertake to pay us the amount of all Transactions including applicable fees and charges arising from use of the Card.
- b) The amount due will be shown on the Statement as well as the total amount outstanding. All outstanding balances on the Card Account are subject to a service charge, which will be automatically accrued during each Statement period and reflected on the next Statement. It is at our absolute discretion to withdraw your right to make partial payments and to call for immediate payment of the total outstanding without prior notice.
- c) If you have opted to make repayments in instalments by paying the minimum amount due, as indicated on your Card statement in cleared funds, then the remaining balance shall be carried forward provided your Credit Limit is not exceeded.
- d) Payments by you shall be applied as Transaction payments in chronological order of the Transaction date.
- e) Payments not received by or on their due date shall be subject to a default interest charge payable monthly on the outstanding balance. The default interest charge shall be at our discretion and shall be notified to you from time to time.
- f) You shall remain liable to make all payments due pursuant to a Transaction irrespective of any dispute between you and a merchant or other third party or any failure to receive any Card statement or other notification to pay for any reason.

#### 5- Refunds

You will only be credited with a refund in respect of a Transaction provided we actually receive the refund amount from the merchant.

#### 6- Fees and Charges

- a) We may impose a fee for the following:
  - i. joining fee; "Bank may introduce promotional campaigns to offer credit cards free of joining fees and annual fees for a certain period. Bank thereafter shall have the right to apply the prevailing annual fees and charges "
  - ii. cash advance fee;
  - iii. annual Card renewal fee;
  - iv. Card facility annual fee;
  - v. Card replacement or re-issuance fee;
  - vi. Transaction fee;
  - vii. over-limit fee in the event you exceed your Credit Limit;
- b) We may impose a charge for the following:
  - i. charge for unpaid amounts, accruing from the due date of such payment up to and including the actual date of payment
  - ii. recovery of unpaid amounts due and owing by you under the Card;

- iii. processing charge-backs;
- iv. any costs, losses or expenses incurred by us in providing the Card facility;
- c) We may impose any other fees and charges applicable to the Card facility, Transactions or any other banking service provided by us in connection with the Card facility.
- d) Charges incurred in currencies other than the billing currency will be converted at the prevailing rate of exchange and mark-up as determined by us at the time of the Transaction.
- e) Fees and charges are non-refundable and will be debited directly and automatically from the Account. In the event there are insufficient funds in the Account, terms of right of set-off shall apply.
- f) Currently no fee is charged to you for use of the Card in a Machine not belonging to us however we reserve the right, at any time, to introduce such charge at our discretion.
- g) Fees and charges shall be as per our prevailing rate. We reserve the right to amend the fees and charges at any time. Any such amendment shall be posted on the Bank's website and we shall not be bound to notify you individually.
- h) A comprehensive policy on our prevailing fees and charges (including amounts) can be found on <http://www.cbq.com.qa/admin/images/schedule.pdf>

#### **7- Statements**

- a) You will receive a periodic Card statement detailing all Transactions, fees and charges on the Card. The statement shall be sent to the address or e-mail address indicated by you on the Card application form.
- b) The statement shall be deemed to be conclusive evidence of all Transactions, fees and charges (including interest) unless you notify us otherwise in writing within thirty (30) days of the sending date.
- c) In the case of principal and supplementary Card holders, Card statements shall only be delivered to the principal Card holder.

#### **8- Security Measures**

- a) You must keep Account numbers, Card numbers and PIN's confidential at all times.
- b) If you suspect or discover that your Card, Account or PIN number has become known by any third party or your Card is lost or stolen you must notify us immediately and cooperate with any administrative proceedings we may have in relation to investigation and recovery of the Card.
- c) You shall be liable for any Transactions, fees or charges on the Card prior to notification to us of a lost or stolen Card. Subsequent to notification, and after reasonable time, of a lost or stolen Card you shall only be liable for Transactions, fees or charges on the Card as determined by the bank unless it is proven you have acted fraudulently.
- d) In the event a lost or stolen Card is subsequently found it must not be used and must be returned to us immediately.
- e) You agree and acknowledge that we may disclose information about you and the Account to the police or third parties if it will help prevent or recover losses.
- f) For security purposes, in the event you desire to change a PIN applicable to a Card held by you, you are



advised not to change a PIN to a code similar to any other code used for any other card held by you. We shall not be liable for any costs, loss or damage howsoever incurred by you due to any change in PIN, including but not limited to exposure of the PIN during the PIN change process.

**9- Withdrawal of the Card and Termination of the Card Facility**

- a) We reserve the right to withdraw a Card or refuse a reissuance of a Card at any time.
- b) We may at any time suspend or cease altogether a Card facility upon written notice to you.
- c) The Card is and shall remain our property and must, upon withdrawal, suspension, cessation or termination of the Card or the Card facility, be returned to us.
- d) In the event of such notice for return of the Card the Card must not be used as from the date of receipt of notice.
- e) Any withdrawal, suspension, cessation or termination of the Card or the Card facility shall not affect your accrued liabilities to us in relation to the Card or these Terms.
- f) You may terminate the Card facility upon thirty (30) days written notice to us. Termination by you shall only be effective from expiry of the thirty day notice period and shall be conditional on return of the Card to us and full and final settlement of your liabilities under the Card.
- g) You shall remain liable for charges incurred on the Card including Transaction amounts, fees or charges for a period of ninety (90) days from the effective date of termination.

**10- Liability and Indemnity**

- a) You shall be liable for all losses incurred by you in the event you have breached your obligations hereunder or acted without reasonable care or fraudulently. In the case of principal and supplementary Card holders, the principal Card holder and supplementary Card holder shall be jointly and severally liable for all obligations under the Card facility provided however that the principal Card holder shall at all times remain liable for all obligations under the Card, including the principal Card and the supplementary Card.
- b) You will indemnify us, our officers, agents, employees and Affiliates on a full indemnity basis from and against all actions, claims, proceedings, demands, losses, damages, costs, expenses, charges, taxes, penalties and legal costs and any other liabilities of whatsoever nature which we may suffer or sustain by reason of any breach of these Terms or any fraudulent or negligent act on your part
- c) No claim by you against a merchant may be the subject of a defence or counter-claim against us.
- d) We do not guarantee goods or services purchased using a Card or entertain disputes between you, merchants, insurance companies or any other third party.
- e) We shall not be liable for any act, warranty or guarantee by a merchant, any failure to deliver, misrepresentation or any other breach by a merchant whatsoever and you expressly waive any right you may have against us or any of our affiliates in respect of a Transaction.
- f) We shall not be liable for any failure in any Machine, whether or not owned or operated by us.
- g) We shall not be liable for any failure to fulfil our obligations except if such failure is due to our gross negligence or wilful misconduct.

- h) We shall not be liable for any direct, indirect or consequential cost, loss or damage suffered or incurred by you as a result of any failure in the performance of any Machine or any equipment associated with utilisation of the Card.
- i) Provision of the Card facility is dependant upon third party Card providers/agents. We do not guarantee the continuance of any [Card provider/agent] relationship.
- j) Fraud weights is a parameterised monitor introduced by the bank to control and highlight a potential fraudulent Credit Card transaction based on a combination of fraud weights assigned to various elements present in the transaction during the authorisation request. Should the cardholder, whilst travelling abroad, opt out of these fraud weight controls, the bank shall not be held liable for any fraudulent / suspicious transactions transacted on the card, with the sole responsibility of honouring and settling these fraudulent / suspicious transaction being vested upon the cardholder.

#### **11- Delinquent Cards**

If your card is delinquent, suspended, withdrawn, cancelled or terminated for any reason, all reward points accumulated but not redeemed at the time thereof shall be forfeited

#### **Commercial Bank 'Buy now. Pay later.' Scheme**

##### **1- Instalment Scheme**

- a) Certain authorised merchants provide for the purchase of certain goods or services (where the value of the goods or services is over QR1000 or any other value agreed between us and a respective merchant) by Commercial Bank Credit Cards on an instalment payment basis under the Buy now. Pay later. scheme. A list of authorised merchants can be found on <http://www.cbq.com.qa/Personal.aspx?id=288>
- b) The principal Card holder and supplementary Card holder may enjoy the benefits of the Buy now. Pay later. scheme.
- c) From time to time we may, in our sole discretion, allow you to convert ordinary Transactions already completed with merchants not participating in the Buy now. Pay later. scheme into installment transactions under the 'Buy now. Pay later.' scheme.

##### **2- Transactions**

- a) In the event you wish to pay for goods or services by instalments you must notify the merchant prior to execution of the Transaction by the merchant.
- b) Authorisation for a Transaction under the Buy now. Pay later. scheme shall only be given provided you have sufficient funds in the Account to cover the total cost of the goods or services purchased irrespective of the fact that you will be paying for such purchase in instalments.
- c) A Transaction under the Buy now. Pay later. scheme shall be in accordance with these Terms; any additional terms applicable specifically to an individual Card, any additional Account terms; and any additional applicable terms and conditions.
- d) Your available balance under your Credit Limit shall be reduced by the total cost of goods or services purchased under the Buy now. Pay later. scheme irrespective of the fact that you will be paying for such purchase in instalments.

### 3- Fees

- a) A nominal processing fee will be charged for each Transaction on the Buy now. Pay later. scheme, debited directly from your Account.
- b) You shall be subject to any additional applicable fees and charges on our part and any fees or charges on the part of the merchant at their discretion.
- c) Credit Shield insurance premium for the instalment outstanding balance of Buy Now and Pay Later and Call For Credit is calculated on the monthly installment amount and not on the total installment outstanding amount. Therefore, Credit Shield will not cover the remaining installment balance during the claim process.”

### 4- Instalment Payments

- a) In executing a Transaction under the Buy now. Pay later. scheme, you agree to pay the total amount of the Transaction in equal monthly installments.
- b) The monthly installment due from you shall be indicated in your monthly Account statement and shall form part of your total outstanding balance for Transactions in the Card. The installment amount payable under the Buy now. Pay later. scheme shall be included in the total amount payable under the Card for all Transactions under the Card in that month.
- c) The monthly instalment payment shall be applied towards reduction of the outstanding amount due under the Buy now. Pay later. scheme Transaction, with the remaining outstanding amount carried forward.
- d) As a result, the Cardholder shall be liable to pay finance charges and any other charges levied by Commercial Bank thereon, over and above applicable interest due on the installment transaction. The finance charges, at Commercial Bank(s) prevailing rate, will be levied using the average daily balance method upon the Cardholder’s opening balance and all new transactions posted, including any applicable fixed monthly installment amount and interest thereon, within the statement period accrued from the transactions’ posting date until the end of the current statement period.

### 5- General

- a) The Buy now. Pay later. scheme may not be used in conjunction with any other promotion offered by us or the merchant.
- b) Merchant’s participation in the Buy now. Pay later. scheme is at our discretion and we reserve the right to change, authorise or revoke authority of merchants to participate at any time.
- c) We reserve the right to disqualify you from the Buy now. Pay later. scheme if any fraudulent activity on your part for the purpose of availing the benefits under the Buy now. Pay later. scheme is identified. Upon disqualification, all Transactions undertaken by you under the Buy now. Pay later. scheme shall be converted to normal transactions and the total amount due and owing under the Buy now. Pay later. scheme Transaction (including any applicable interest, fees and charges) shall be immediately debited from the Account.

- d) We reserve the right to discontinue the Buy now. Pay later. scheme at any time.
- e) In all matters relating to the Buy now. Pay later. scheme, our decision shall be final and binding.
- f) Payment Holiday will not postpone the due installment amount of the Buy Now Pay Later programme.

**Credit Shield Plus**

- a) Credit Shield Plus is a mandatory feature for all Commercial Bank cardholders. A nominal fee will be applied on the total outstanding monthly amount thereafter.
- b) Corporate and Lodge Cards shall not be eligible for enrolment into the Credit Shield Plus scheme.
- c) For enrolment to Credit Shield Plus you must provide us with any documents and other evidence we, or the relevant insurance company, may require.
- d) You may be required to undergo a standard medical examination by a recognised medical practitioner.

**1- Credit Shield Coverage**

- a) If your Card provides for automatic enrolment to Credit Shield Plus, your coverage shall apply from the date of approval of your Card application.
- b) If your Card requires you to notify us for enrolment to Credit Shield Plus, your coverage shall apply from the date of completion of the Credit Shield Plus application process.
- c) In the case of principal and supplementary Card holder, Credit Shield Plus coverage shall only cover the principal Card holder.

**DEFINITIONS:**

For the purpose of the s otherwise requires:

**Accident:** Means where the bodily injury is caused solely, and directly by external violent means, is unexpected, unforeseeable and not attributable to the Cardholder’s intentional self-injury or suicide.

**Benefit:** Means the indemnity payable under the scope of this policy in respect of Death or Permanent Total Disablement or Temporary Total Disablement or Involuntary Loss of Employment of the Cardholder.

**Cardholder:** Means a Primary Account holder of the Credit Card Facility with the Insured who has not unsubscribed to the benefits under this policy and has not been disqualified by the provisions of this policy to be eligible to receive the benefits under this policy.

**Commencement Date:** Means the date the Cardholder is enrolled for this policy by the Insured or the date of inception of ‘ this policy whichever is later.

**Credit:** Means the credit or other form of financial accommodation provided by the Insured to the Cardholder under the Credit Card Facility.

**Credit Card Facility:** Means the Insured’s Visa, Master or Diners Club Credit Card Facility including Additional/Supplementary Cards which have been nominated as the facilities to which the benefits under this policy is to apply.

**Date of Event:** Means any one of the following:

1. In respect of death the date of death resulting from an accident or illness happening after the commencement date and during the policy period.
2. In respect of Permanent or Temporary Total Disablement the date of recognition, of Permanent or Temporary Total Disablement by a competent authority resulting from an accident or illness happening/ manifesting after the Commencement Date and during the policy period.
3. In respect of Involuntary Loss of Employment, the date of notice of termination served to the Cardholder after the Commencement date and during the policy period.

**Death:** Means death by injury or illness.

**Illness:** Means a disease or sickness first occurring after the Commencement Date

**Indebtedness:** Means the total amount outstanding in the Credit Card Facility as on the Date of Event but excluding any Credit facility availed after the Date of Event subject to a maximum of the Cardholder’s credit limit.

**Indemnity Period:** Means:

1. In respect of Temporary Total -Disablement the Indemnity Period specified in the schedule of this policy Commencing from the Date of Event,
2. In respect of Involuntary Loss of Employment the Indemnity Period specified in the schedule of this policy commencing from the date of actual unemployment.

**Injury:** Means bodily injury resulting from an Accident occurring after the Commencement Date.

**Insured:** Means the bank insured as specified in the schedule of this policy

**Involuntary Loss of Employment:** Means unemployment of the Cardholder arising out of the unilateral decision of the employers to terminate his employment contract without citing any reason or for any reason or employer does not confirm the cardholder after the probation period other than those mentioned under exclusions in the Policy.

**Minimum Payment Due:** Means the 'Minimum Payment Due' mentioned in the Credit Card billing statement issued for the period covering the Date of Event.

**Permanent Total Disablement:** Means either of the below as a result of the injury or illness arising out of a cause not specifically excluded under this policy:

- Permanent Loss of sight of both eyes.
- Physical severance/amputation of two limbs.
- Complete and Permanent Paralysis.
- Totally Disabled and the Cardholder is rendered unable to earn income in any occupation, trade or profession for which the Cardholder could reasonably be expected to be suited through education, training or experience.

Provided that the disability shall be for a period of six consecutive months and that the Company is satisfied that the Cardholder will be so rendered indefinitely. However this time Limit shall not apply to cases of physical severance/amputation of limbs.

**Pre-existing condition:** Means illness, disease or sickness occurring or manifesting prior to the Commencement Date, for which advice or treatment was sought or obtained from a medical practitioner, chiropractor, naturopath, or any other practitioner of a similar kind within 6 months immediately prior to the Commencement Date.

**Re-Employment:** Means accepting and starting work for a new employer or the same employer under a new employment contract within 10 (ten) months from the date of actual unemployment.

**Temporary Total:** Disablement Means total disablement caused by injury or illness arising out of a cause not specifically excluded under this policy and as a result of which the Cardholder is prevented from attending to his/her own occupation and provided the Cardholder is not otherwise employed.

### **ELIGIBILITY CONDITIONS**

1. The Cardholder must meet the eligibility criteria stipulated by the insured Bank to become a Cardholder.
2. The Gross Salary of the Cardholder should not be less than QR 1,500 per month
3. The Cardholder should have been employed with the same employer for at least 3 months.
4. The cardholder should have a full time permanent employment contract with his employer (one or two year contract inclusive)
5. The Cardholder shall be within the age criteria specified in the schedule of this policy.  
Eligibility conditions 2, 3 and 4 apply to Involuntary Loss of Employment Section only.

### **SCOPE OF COVER**

Subject to the terms and conditions provided in this policy the Company shall indemnify the Insured as hereinafter provided:

**Section 1 - Death Benefit**

In the event of the death of a Cardholder due to injury or illness arising out of a cause not specifically excluded under this policy after the Commencement Date and during the policy period, the Company shall, subject to the limit (s) specified under the schedule of this policy, indemnify the insured with an amount of the Cardholder’s indebtedness as on the Date of the event.

**Section 2 - Permanent total disablement benefit**

In the event of the Permanent Total Disablement of a Cardholder due to injury or illness arising out of a cause not specifically excluded under this policy after the Commencement Date and during the policy period, the Company shall, subject to the limit(s) specified under the schedule of this policy, indemnify the insured with an amount of the Cardholder’s indebtedness as on the Date of the Event.

**Section 3 - Permanent partial disablement benefit : Major Losses**

It is hereby declared that in the case of loss by physical separation of any limb or member of the body or total and irrecoverable loss of sight as set out in the attached scale the company shall pay the Assured the percentage of the sum assured in the attached scale provided that:

1. The policy is in force and the claimant was a scheme member at the date of the event resulting in the claim occurring.
2. The event occurred prior to the attainment of the claimant of age 60.
3. The loss resulted solely, directly and independently of all other causes, from bodily injury affected through external, violent, visible and accidental means or from a surgical operation necessarily consequent thereon within 90 days of such accident.
4. In no circumstances will the total amount payable under this benefit in respect of any one life assured, whether as a result of one accident or a number of accidents, exceed 100% of the sum assured.
5. The assured survived the accident and is alive 30 days after such accident or such earlier date as payment of the claim is effected by the company. If a claim is also subsequently lodged under the Accidental Death or Permanent Total Disability or Life Sections of this policy in respect of death or disability arising from the same accident as gave rise to the claim under this Section of the policy, such subsequent claim will be reduced by any amount already paid under this Section.
6. If the member qualifies for payment under this Endorsement and the Permanent Partial Disability (Sickness) and/or the Temporary Total Disability Endorsements (if applicable) then the total payment shall not exceed the greatest Sum Assured under any one of the Endorsements.

Notwithstanding the above this Endorsement shall be subject to the special conditions in the Schedule of Exclusions applying to Ancillary Benefit Endorsements.

**Schedule of permanent partial disablement ( by accident )**

Loss of one arm or one hand	50%
Total paralysis of the upper limb (incurable lesion of the nerves)	50%
Amputation of four fingers including thumb	45%
Amputation of thigh (upper half)	50%
Amputation of thigh (lower half) and leg	50%
Total loss of foot (tibio-tarsal disarticulation)	45%
Loss of osseous substance from the thigh or both bones of the leg (incurable condition)	50%
Shortening of the lower limb by at least 5 cm.	40%

The total compensation payable in respect of severe disablement due to the same accident is arrived at by adding together the various sums, but shall not exceed the total sum assured under the Schedule of compensation.

If the Assured person is left-handed the percentages set out above for the various disabilities for the right upper limb and left upper limb will be transposed.

**Section 4 - Temporary total disablement benefit**

In the event of the Temporary Total Disablement of a Cardholder after the Commencement Date and during the policy period, due to injury or illness arising out of a cause not specifically excluded under this policy the Company shall, subject to the limit(s) specified under the schedule of this policy, indemnify the insured with an amount of 5% of the Cardholder's indebtedness as on the Date of the event or the Minimum Payment Due whichever is less for each month of the Cardholder's Temporary Total Disablement and the total period of such indemnity shall not exceed the Indemnity Period specified in the schedule of this policy.

**Provided that:**

Temporary Total Disablement Benefits shall not be payable for the first thirty days of the period of Temporary Disablement.

**Section 5 - Involuntary loss of employment benefit**

In the event of involuntary unemployment of the Cardholder after the Commencement Date and during the policy period:

**The Company shall pay:**

- For cancelled QID of the Card holder: 100% of the Indebtedness in lump-sum.
- For non-Cancelled QID of the Card holder: 10% of the Indebtedness for that month, for each month of the Cardholder's unemployment subject to the Maximum Monthly Benefit specified in the schedule of this policy and the total period of such indemnity shall not exceed the Indemnity Period specified in the schedule of this policy.

**Provided that:**

1. The Date of Event falls after a waiting period of 90 days from the Commencement Date
2. The Cardholder remains unemployed during the period for which the benefit under this policy is paid and shall provide all necessary proofs as may be called upon by the Company in order to substantiate his unemployment.
3. The Cardholder/Insured shall inform the Company as soon as the Cardholder accepts an alternative job within twelve months period from the date of his actual unemployment. In case, it is found that the Cardholder has been reemployed, the bank has to intimate to insurance company for records to take due note of the same to stop benefits payment from the following month.
4. The Cardholder is eligible as per the eligibility conditions provided hereunder
5. The Total Amount paid by way of monthly indemnity shall in no case exceed the sum of indebtedness and accrued interest for the Indemnity Period
6. The Company may at any time elect to pay the entire indebtedness amount and in the event that the Company elects to pay the entire Indebtedness amount any time after effecting the first monthly indemnity payment, the Company shall be liable for the accrued interest only up to the date of effecting the full and final settlement. If the Company elects to effect full settlement before effecting the first monthly indemnity payment, then the liability shall be limited to amount of Indebtedness only.



**Conditions:**

1. The Cardholder/Insured shall furnish the Company with any, information the Company may require (including details of the state of health) in respect of the Cardholder for the benefits hereunder. Prior to acceptance, the Company may, at its sole discretion, require the Cardholder to undergo a medical examination by a legally qualified medical practitioner in the manner the Company deems required or fit.
2. The benefits under this policy shall be extended only to Primary Cardholders and not to an additional or supplementary Cardholder.
3. No Benefits shall be paid in respect of a Cardholder who attains the Maximum Coverage Age specified in the schedule of this policy (at which time that Cardholder shall cease to be covered).
4. Claim procedure for Reemployment cases within 12 months
  - Any recovery of settled instalments shall not be asked for.
  - Remaining installments (If any) to be discontinued in case of reemployment within 12 months.
  - If Cardholder changes employment and is terminated during the probation period, credit Shield cover to stay intact subject to continuation of same credit card number.
5. Notwithstanding anything contained herein to the contrary the benefits under this policy in respect of the
  - Cardholder shall terminate upon the happening of any one or more of the following:  
Cancellation of the Cardholder's Credit Card Facility. However, the cancellation of cover shall be effective only from the 90th day of cancellation of the respective Credit Card Facility.
  - The Cardholder having attained the Maximum Coverage Age specified in the schedule of this policy. In the event premiums are received by the Company for customers over the Maximum Coverage age, the Company will, in good faith, return to the bank the excess premium paid on behalf of customers above the maximum coverage age.
  - The Cardholder's Death or Permanent Total Disablement;
  - Cardholder becoming unemployed voluntarily. However, the termination of cover in such event shall be only in respect of Section 4-Involuntary Loss of Employment
  - 6 months prior to the Cardholder's normal retirement date depending upon the age of the Cardholder and the law of the land where he is employed. However, the termination of cover in such event shall be only in respect of Section 4 - nvoluntary Loss of Employment;
  - Cancellation of the benefits under this policy by the Insured or the Cardholder at any time in accordance with the terms and conditions of this policy.
6. The Schedule forms part of this policy and the expression "this policy" or "policy" wherever used in this contract shall read as including the Schedule and any attached Sections, Specifications, Endorsements or Exclusions.
7. The observance by the Insured of the terms of this policy and the truth of the statements and the answers by the Insured in the proposal and other material information provided by the Insured shall be condition precedent to any liability of the Company. If the circumstances in which the insurance contract was entered into are materially altered without the written consent of the Company, the policy shall become null and void.
8. If any claim under this policy is in any way fraudulent or unfounded, all benefits under this policy shall be forfeited in respect of the particular Cardholder.

1. It is hereby noted and agreed that the insured shall provide a monthly listing within 15 days from the end of each month in electronic format (Microsoft Excel Spreadsheet or Microsoft Access Database or any other format that can be easily convertible to above mentioned formats) containing the following information in respect of the Cardholders:
  - Customer Name
  - Account Balance
  - Premium Payable to Underwriter
  - Date of Joining
  - Date of Birth
  - Maximum Amount Covered for
  - Account Balance excluding Underwriters premium
  
10. It is hereby noted and agreed that this policy may be cancelled by either party by giving 3 months written notice to that effect. In the event of cancellation of the policy by the insured, the premium adjustment shall be made on the basis of the monthly adjustments up to the month of cancellation against the minimum and deposit premium for the policy period in force. In no case shall the refund premium exceed the amount of total monthly premium calculated up to the date of cancellation based on the monthly declarations made less the minimum and deposit premium charged at the inception of the current policy period. In the event of cancellation of the policy by the Company, the premium adjustment shall be made on the basis of the monthly adjustments up to the month of cancellation against the minimum and deposit premium for the policy period in force.
  
11. If any difference shall arise as to the amount to be paid under this policy (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with statutory provisions. Where any difference is to be referred to arbitration, the making of an award shall be a condition precedent to any right of action against the Company.  
All claims and/or disputes shall be subject to the Jurisdiction of the Competent Courts of the Qatar.
  
12. The maximum cumulative amount of Benefits payable under this Policy for any one person shall not exceed the amount stated in the schedule of this policy. irrespective of the number of policies in force or the number of Credit Card Facilities in respect of which the Cardholder has obtained a similar benefit as provided under this policy.

**Claims procedure:**

Upon happening of an event giving rise to a claim under this policy, the Cardholder/Cardholder's Legal Representatives/Insured shall follow the following procedure:

1. Give immediate written notice to the Company but not later than 60 days from the Date of Event
2. The Insured or the Cardholder or the Cardholder's legal personal representative shall complete the standard claim form issued by the Company and produced at no cost to the Company with such evidence to substantiate the claim to the satisfaction of the Company as the Company may reasonably require;
3. The Cardholder or the Cardholder's legal personal representative or the Insured shall submit the following documents:

- For Death Claims
  - Death Certificate
  - Post Mortem Report (wherever legally required)
  - Police Report (if death was due to an accident)
  - Medical Report\* with Detailed Diagnosis and Cause of Death if required by the Company when the actual cause of death is not clearly mentioned in the Death Certificate.
  - Copy of passport with visa page or QID copy
- For Permanent Total Disablement Claims
  - Disability Certificate from an authorised medical practitioner to assess disability
  - Police Report (if disability is due to an accident)
  - Medical Report\* with Detailed Diagnosis, Cause of Disability and Details of Treatment given (if any)
  - Copy of passport with visa page or QID copy
- For Temporary Total Disablement Claims
  - Disability Certificate from an authorized medical practitioner to assess disability
  - Police Report (if disability is due to an accident)
  - Medical Report\* with Detailed Diagnosis, Cause of Disability and Details of treatment given (if any),  
Period of Temporary
  - Total Disablement
  - Copy of passport with visa page or QID copy

\*from an Authorised Medical Practitioner.
- For Involuntary Loss of Employment Claims
  - Notice of Termination from the Employer
  - Copy of Passport with Visa Page or QID Copy

The Company may also request for a copy of the Labour Contract from the Employer if it is required to verify the period of employment contract. In the event no labour contract exists, salary certificate and 3 months bank statement mentioning the date of joining and type of contract.

All papers as indicated above may be required to be produced in original (other than those surrendered to the authorities or Employer) for verification before the final settlement of claim.

**Exclusions:**

1. No Benefits under this policy shall be payable in respect of a Cardholder where the Event giving rise to a claim under this policy occurs as a result of:
  - Death by suicide within 12 months of the commencement date;
  - Illness occurring within 30 days of the commencement date;
  - Any deliberate self-inflicted injury and/or self-medication (without a proper prescription from an legally recognised medical practitioner);
  - The effects or complications arising from pregnancy;
  - Any accident occurring on or in or about any aircraft other than an aircraft in which the Cardholder was travelling as a bonafide passenger and which is operated by a licensed commercial or chartered airline;
  - Nuclear Radiation, Nuclear Fission, Nuclear Fusion and/or Radioactive Contamination
  - Riot, civil commotion, strikes and war (whether war be declared or not), rebellion, insurrection, resurrection, popular rising, usurped power, terrorism

- The influence of alcohol or drugs other than proper use of drugs prescribed by a legally qualified medical practitioner but this exclusion shall not apply to Death arising out of the above reason.
  - Due to Chronic Illness / Condition but this exclusion shall not apply to Death resulting from Chronic Illness/Condition.
  - Illness due to pre-existing condition but this exclusion shall not apply in respect of Death occurring after a continuous period of 6 months from the Date of Commencement in respect of the particular Cardholder. However this exclusion is applicable only if the Company is able to substantiate pre-existing condition within 1 month from the date of submission of all required claims documentation to the Company.
  - Acquired Immune Deficiency Syndrome (AIDS), AIDS related Complex (ARC) as defined by the World Health Organisation from time to time or
    - The presence of the Human Immunodeficiency Virus (HIV) as revealed by the positive HIV anti-body or HIV test.
2. The benefits under this policy shall not be payable to the Cardholder where the Cardholder has received or have applied to receive a similar benefit covering the Same interest under any other product or insurance in respect of the period for which the indemnity under this policy shall apply.
3. The Company is not liable in respect of Involuntary Loss of Employment arising out of and/or attributable to and/or in connection with the following:
- Employment on a part time or temporary employment
  - Resignation or leaving by mutual agreement or voluntary unemployment or redundancy after voluntary breaks from employment in excess of normal holiday entitlement
  - Disability, sickness or accident or any other medical reasons (mental and/or physical)
  - Involuntary Loss of Employment which starts within 90 days of the Commencement Date
  - Where the Cardholder was aware of pending unemployment on or before the Commencement Date
  - Where the unemployment is a normal seasonal part of the employment or due to non-renewal of employment contract by the authorities
  - Where the Cardholder has neither been terminated nor become redundant but his/her salary or allowances is being withheld in part or in full for any reason of the employment contract
  - Unemployment due to any of the following:
    - Misconduct
    - Refusal to accept orders from the superiors
    - Non Performance
    - Convicted in a crime
    - Dishonesty or Fraudulent Act
  - The period for which payment from the employer is received instead of working notice.
  - Payment after the Cardholder reaches the Maximum Coverage Age specified in the schedule of this policy
  - Termination of employment due to voluntary retirement
  - Company failure where a contributing cause was a natural catastrophic peril
  - Qatarisation (When clearly indicated in termination letter)

- The IOLE installment benefits shall start after the completion of notice period in case of termination.
  - The influence of alcohol or drugs other than proper use of drugs prescribed by a legally qualified medical practitioner but this exclusion shall not apply to Death arising out of the above reason.
  - Due to Chronic Illness / Condition but this exclusion shall not apply to Death resulting from Chronic Illness/Condition.
  - Illness due to pre-existing condition but this exclusion shall not apply in respect of Death occurring after a continuous period of 6 months from the Date of Commencement in respect of the particular Cardholder. However this exclusion is applicable only if the Company is able to substantiate pre-existing condition within 1 month from the date of submission of all required claims documentation to the Company.
  - Acquired Immune Deficiency Syndrome (AIDS), AIDS related Complex (ARC) as defined by the World Health Organisation from time to time or
    - The presence of the Human Immunodeficiency Virus (HIV) as revealed by the positive HIV anti-body or HIV test.
4. The benefits under this policy shall not be payable to the Cardholder where the Cardholder has received or have applied to receive a similar benefit covering the Same interest under any other product or insurance in respect of the period for which the indemnity under this policy shall apply.
5. The Company is not liable in respect of Involuntary Loss of Employment arising out of and/or attributable to and/or in connection with the following:
- Employment on a part time or temporary employment
  - Resignation or leaving by mutual agreement or voluntary unemployment or redundancy after voluntary breaks from employment in excess of normal holiday entitlement
  - Disability, sickness or accident or any other medical reasons (mental and/or physical)
  - Involuntary Loss of Employment which starts within 90 days of the Commencement Date
  - Where the Cardholder was aware of pending unemployment on or before the Commencement Date
  - Where the unemployment is a normal seasonal part of the employment or due to non-renewal of employment contract by the authorities
  - Where the Cardholder has neither been terminated nor become redundant but his/her salary or allowances is being withheld in part or in full for any reason of the employment contract
  - Unemployment due to any of the following:
    - Misconduct
    - Refusal to accept orders from the superiors
    - Non Performance
    - Convicted in a crime
    - Dishonesty or Fraudulent Act
  - The period for which payment from the employer is received instead of working notice.
  - Payment after the Cardholder reaches the Maximum Coverage Age specified in the schedule of this policy
  - Termination of employment due to voluntary retirement
  - Company failure where a contributing cause was a natural catastrophic peril
  - Qatarisation (When clearly indicated in termination letter)
  - The IOLE installment benefits shall start after the completion of notice period in case of termination.

## **SCHEDULE - SECTION A**

**Insured:** The Commercial Bank (P.S.Q.C.)  
Post Box No. 3232  
Doha, State of Qatar

**Business:** Group Contract for Credit Cards issued by the Insured

**Policy Period:**

**Coverage Sections:** To indemnify the Primary Cardholders of the assured in respect of the following:

- Section 1 - Death: Covered
- Section 2 - Permanent Total Disablement: Covered
- Section 3 - Permanent Partial Disablement: Covered
- Section 4 - Temporary Total Disablement: Not Covered
- Section 5 Involuntary Loss of Employment: Covered

**Limits of Indemnity:**

- Section 1 - Death: QR. 100,000 maximum limit per person
- Section 2 - Permanent Total Disablement: QR. 100,000 maximum limit per person
- Section 3 - Permanent Partial Disablement: Major Losses QR. 50,000 maximum limit per person
- Section 4 - Temporary Total Disablement: Not Applicable
- Section 5 - Involuntary Loss of Employment: QR. 4,000 maximum limit per month

**Geographical Limits:**

- Section 1 - Death: Worldwide
- Section 2 - Permanent Total Disablement: Worldwide
- Section 3 - Permanent Partial Disablement: Major Losses Worldwide
- Section 4 - Temporary Total Disablement :Not Applicable
- Section 5 - Involuntary Loss of Employment State of Qatar

**Indemnity Period:**

- Section 3 - Temporary Total Disablement: Not Applicable
- Section 4 - Involuntary Loss of Employment: 12 Months

**Interest Rate:** Fixed rate of maximum 24% per annum

**Minimum Employment:** 3 months

**Period:**

**Minimum Age at Issue:** 18 years

**Maximum Coverage Age:**

- 60 years for Section 5
- 60 years for Section 1 to 3

**Jurisdiction:** State of Qatar

**Annual Premium:** As agreed

## **CREDIT SHIELD PLUS INSURANCE - SECTION B**

The proposal made by the Insured is the basis of and forms part of this contract.

In consideration of the Insured having paid or agreed to pay the premium to Q Life & Medical Insurance Co. LLC (hereinafter called the 'Company') the Company hereby agrees to provide insurance within the terms, conditions and exclusions of this policy as hereinafter provided during the period of insurance or any subsequent period for which the Insured pays and the Company agrees to accept a renewal premium.

### **DEFINITIONS:**

**Bank:** Means the Insured specified in the schedule hereunder.

**Card:** Means any Credit Card issued by the Bank including Principal and Supplementary Cards for which the benefits under this Policy shall apply.

**Cardmember:** Means holders of cards issued to Eligible Accounts by the Bank.

**Commencement Date:** Means the date the Cardmember is enrolled for this benefit.

**Company:** Means the QLM

**Covered Purchase:** Means an item purchased by a Cardmember and paid for by using an Eligible Account. For a purchase to be considered a Covered Purchase, the entire purchase amount for the item must have been made through the Eligible Account by a single transaction.

**'Due Diligence':** Means the performance of all vigilant activity, attentiveness and care that would be taken by a reasonable and prudent person in the same or similar circumstances in order to guard and protect a Covered Purchase from loss, theft or damage.

**Eligible Account:** Means Credit Card Account issued by the Bank for which benefits under this Policy shall apply as per the provisions of the Bank.

**Mysterious Disappearance:** Means the vanishing of a purchased item in an unexplained manner where there is an absence of evidence of a wrongful act by a person or persons.

**Stolen:** Means a loss which involves the disappearance of a Covered Purchase from a place following violent entry and/or exit.

### **SCOPE OF COVER:**

#### **Section 1 - Purchase Protection**

In the event of a Covered Purchase being stolen or damaged by accidental, external, violent and visible means within 90 days of the date of the Covered Purchase, the Company shall, subject to the terms and conditions of this Policy, pay

- The amount of the Covered Purchase indicated on the Eligible Account; or
- The actual cost to repair or replace the Covered Purchase with an item of like kind and quality.

Whichever is less subject to the Limits of Indemnity specified in the schedule of this policy.

**Exclusions applicable to Section 1**

1. Covered Purchase does not include:
  - Boats;
  - motorised vehicles (including but not limited to airplanes, automobiles and motorcycles) or their motors, equipment and accessories (including but not limited to communication devices intended solely for use in the vehicle);
  - Any item which, when purchased, has been used, altered or is second-hand.
  - Land or buildings (including but not limited to homes and dwellings);
  - Travellers cheques, tickets of any kind, negotiable instruments, bullion, rare or precious coins, cash or its equivalent, stamps, collectable items, custom dental appliances and dwelling;
  - Items intended for business or commercial use;
  - Plants or animals;
  - Consumables and perishables;
  - Items which the Cardmember damages through alteration (including cutting, sewing or shaping); or
  - Services (including but not limited to the performance or rendering of labour or maintenance, repair or installation of products, goods, property or professional advice of any kind).
2. Theft of, or damage to, jewellery, cameras or video recording equipment contained in baggage is not covered unless carried by the Cardmember by hand or under the personal supervision of the Cardmember or the Cardmember's travelling companion previously known to the Cardmember.
3. Coverage is not provided for theft or damage caused by
  - Fraud, failure to follow the manufacturer's instructions, abuse, wear and tear, gradual deterioration, seepage or ingress of water, moisture, humidity, change in atmospheric conditions including change in temperature,
  - Moths, vermin, inherent product defects,
  - War or hostilities of any kind including but not limited to invasion, rebellion or insurrection, terrorism, civil war, usurped power, popular rising; any weapon of war employing atomic fission or radioactive force, whether in time of peace or war
  - Nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, and whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to or aggravated by the perils insured against in this Policy;
  - Confiscation by any government, public authority or customs official;
  - Losses arising from illegal activity or acts;
  - Act of God (including but not limited to flood, hurricane and earthquake);
  - Mysterious Disappearance;
  - Property while in the care, custody or control of any third party other than as permitted under exclusion 2.
  - Property whilst in the process of cleaning, repairing or restoring.
  - For loss, damage, cost, claim or expense, whether preventative, remedial or otherwise, directly or indirectly arising out of or relating to the failure or the fear of failure or the inability of any computer equipment or any computer program to recognise, interpret correctly or process any date as its true calendar date or to continue to function correctly beyond that date whether the property of the Insured Person or not.

**Exclusion:** applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss, damage, cost, claim or expense;



4. Coverage is not provided for loss or damage when the Cardmember fails to exercise Due Diligence to avoid or diminish loss or damage to Covered Purchases.
5. Coverage is not provided in respect of scratching, denting, discoloration of painted or polished surface.
6. Items stolen from public places are not covered unless they are locked wherever and whenever circumstances permit. Stolen items are not covered unless they are reported as stolen, within 36 hours, to the police or an appropriate authority where the incident took place.
7. Items stolen from unattended vehicles are not covered.
8. Theft of items unless accompanied by violent entry or exit.
9. No cover is in force prior to the delivery and personal acceptance, by the covered person or other designated person, of a consumer product in perfect condition.
10. Consequential losses of any kind.

**Section 2 - Extended Warranty**

**Subject to the Schedule(s)** of Benefits, coverage is provided which doubles the original manufacturer's warranty period, if applicable, to a period of not exceeding twenty four (24) months from the date the Covered Purchase was bought as indicated in the applicable Schedule of Benefits, Coverage is also provided for items which carry a store brand warranty, but only if the store warranty is on a store-branded item. If a warranty is purchased with the product, in addition to the manufacturer's original warranty or store warranty, coverage hereon is applicable only after all other warranties expire but only within twenty four (24) months from the date the Covered Purchase was bought. No registration of the Covered Purchase is necessary. Covered Purchases given as gifts are covered.

If a Covered Purchase ceases to operate satisfactorily and requires repair during the period covered by this Policy, benefits will be paid to cover the cost of the repair. The item may be replaced, instead, at the Company's option. In no event will this Policy pay more than the actual purchase amount charged to the Eligible Account for the item covered by the warranty.

**Exclusions applicable to Section 2**

Covered Purchases do not include:

- Boats;
- Motorized vehicles (including but not limited to airplanes, automobiles, trailers, caravans or any towed items and motorcycles) but their motors, equipment and accessories (including but not limited to communication devices intended solely for use in the vehicle);
- Land or buildings (including but not limited to homes and dwellings);
- Consumables and perishables or services (including but not limited to the performance or rendering of labour or maintenance, repair or installation of products, goods, property or professional advices of any kind),

The Company will not pay for:

1. The breakdown of the insured Product due to:
  - Fire, lightning, explosion or flood;
  - Theft or attempted theft;
  - The variation and/or failure of electrical, gas or water supplies;
  - Wilful act, neglect or disregard of the manufacturer's instructions

- Rusting, corrosion, denting, scratching or general wear and tear
- The action of sunlight wind or weather
- 2. The cost of:
- 3. Consequential loss following the breakdown of the Insured Product.
- 4. Any loss not covered under Original manufacturer's warranty.

**Section 3 - Price Protection**

If in the event that, during the period of 60 days from the date of the purchase with the credit card, the item purchased is advertised at a lower price in the press or at another store, Company will reimburse the cardholder for the difference between the original purchase price paid and the lower advertised price.

**Exclusions applicable to Section 2**

1. Specific sales and promotions.
2. Any staff related discounts.
3. Purchases made outside a 30-mile .
4. Purchases not bought for the customers' own personal use.
5. Cover will not be given for purchases of:
  - Tickets and services including flights
  - Holidays and hotel accommodation
  - Car hire, car purchase, repairs and parts
  - Jewellery
6. Internet purchases

**CONDITIONS:**

**1. Notification of Claims**

Immediate notice of loss or damage shall be reported to the Bank but not exceeding 30 days from the date of loss or damage. Failure to give notice within 30 days from the date of the incident will result in a denial of the claim. The Card member shall take all reasonable measures to protect, save and/or recover the property and at their own cost shall surrender the damaged property to the Company when required.

**2. Non-Contribution Clause**

Coverage is limited only to those amounts not covered by any other insurance or indemnity, up to the original purchase amount. In no event will this coverage apply as contributing insurance.

This "Non-contribution" Clause will take precedence over the "Non-contribution" Clauses found in other insurance or indemnity language.

**3. Claims Forms**

The Company, upon receipt of a notice of claim, will furnish to the Card member the necessary forms for filing the claim.

**4. Proof of Loss:**

Written proof of loss including any required information necessary to support a claim must be furnished to the Bank at its said location within seventy five (75) days after the date of the incident. The Company will only pay claims that are completely substantiated in the manner requested within six (6) months from the date of loss. The basic documents required are as follows and the Company may request for any additional documents as may be necessary to process the claim:

- Purchase Protection claims

- A legible copy of the credit card charge slip
- Credit Card Account statement showing the Covered Purchase and/or
- store receipt and police report or other proof of loss.
- **Extended Warranty Claims**
  - Original Manufacturer's warranty Card with terms and conditions of the warranty provided.
  - A legible copy of the credit card charge slip
  - Credit Card Account statement showing the Covered Purchase and/or
  - Store receipt and police report or other proof of loss,
- **Price Protection Claims**
  - Documentary or written evidence supplied by the store of the lower price, (excluding press advertising errors).
  - A legible copy of the credit card charge slip
  - Credit Card Account statement showing the Covered Purchase and/or
  - Store receipt

**5. Pair and Set Clause**

with respect to Covered Purchase which consist of articles in a pair or set, the Company's liability shall be limited to the cost of any particular part(s) which may be stolen or damaged, unless the articles are unusable individually and cannot be replaced individually; provided, however, liability for items of jewelry or fine arts consisting of articles in a pair, set or collection will not be more than that cost of any particular parts which may be lost or damaged without reference to any special value which such article or articles may have as part of such pair, set or collection.

**6. Time of Payment of Claims**

Benefits payable under this Policy for any loss will be paid immediately upon receipt of the written proof of such loss and all required information necessary to support the claim. Company may in any claim for damage recoverable hereunder, require the Eligible Person to send the damaged item to an address designated by Company at the Eligible Person's expense.

**7. Payment of claims**

All Benefits payable will be paid to the Eligible Person or, in the case of death, to the Eligible Person's estate.

**8. Legal Actions**

No Action at law or in equity shall be brought to recover on this Policy prior to the expiration of 60 days after written proof of loss has been furnished in accordance with the requirements of this Policy.

**9. Conformity with State Statutes**

Any provision of this Policy which, on its effective date, is in conflict with the statutes of the state in which this Policy was delivered or issued for delivery is hereby amended to conform to the minimum requirements of such statutes.

**10. Excess**

The excess amount specified in the schedule of this policy shall be deducted from each item, each and every occurrence.

**11. Termination of Cover**

A Card member's coverage shall terminate from the date the Card member is no longer eligible to participate as per Bank's rules or the date of termination of this policy whichever shall happen first.

**12. Misrepresentation and Fraud**

Coverage as to an Card member shall be void if, whether before or after a loss, the Card member has concealed or misrepresented any material fact or circumstances concerning this insurance or the subject thereof; or the interest of the Card member therein, or if the Card member commits fraud or false swearing in connection with any of the foregoing.

**13. Right to Recover From Others**

If the company makes payments, it is entitled to recover such amounts from other parties or persons. Any party or person to or for whom the Company makes payment must transfer to the Company his or her rights of recovery against any other party or person. The party or person transferring such right must do everything necessary to secure these rights and must do nothing that would jeopardize them.

**14. Examination and Audit**

The Company shall be permitted to examine the Insured's records relating to the Policy during normal business hours and upon reasonable advance notice at any time during the Policy term and within three years after expiration of the Policy or until final adjustment and settlement of all claims hereunder, whichever is later.

**15. Assignment**

This Policy is not assignable, but benefits may be assigned.

**16. Cancellation**

The Company may cancel this Policy at any time by written notice delivered to the Insured or mailed to the last address as shown on the records of the Company, stating when, not less than 30 days thereafter, such cancellation shall be effective; the Insured may cancel this policy at any time by 30 days written notice delivered or mailed to the Company.

In the event of such cancellation by either the Company or the Insured, the Company shall promptly return the unearned premium paid, if any, and the Insured shall promptly pay the earned premium which has not been paid. Such cancellation shall be without prejudice to any claim originating prior to the effective date of such cancellation.

**17. Claim Payment**

All benefits payable under this policy shall be credited to the Card member's Eligible account

**18. Advertisement and Publicity**

The Insured shall not release any Advertising and Publicity material in respect of the Cover provided under this Policy without prior approval from the Company.

**19. Entire Contract**

The Policy, including any endorsements and attached papers constitutes the entire contract of Insurance. No change in the Policy shall be valid until approved by the authorized official of the Company and unless such approval is endorsed and attached hereto

## **SCHEDULE - SECTION B**

**Insured:** The Commercial Bank (P.S.Q.C.)  
Post Box No. 3232  
Doha, State of Qatar

**Business:** Group Contract for Credit Cards issued by the Insured

**Adherence:** Obligatory for all eligible Primary and Supplementary Cards

**Policy Period:** From: 01<sup>st</sup> April 2018  
To: 31<sup>st</sup> March 2021

**Interest:** To indemnify the Primary Cardholders of the assured in respect of the following:

- Section 1: Purchase Protection of items purchased being stolen damaged by accidental external, violent and visible means within 90 days of the date of the covered purchase.
- Section 2: Extended Warranty
- Section 3: Price Protection

### **Limits of Indemnity:**

- Section 1: Purchase Protection  
Per item - USD 2,000  
Any one occurrence - USD 4,000  
Any one year per cardholder - USD 8,000
- Section 2: Extended Warranty  
Per item - USD 2,000 and a maximum of five claims per annum per cardholder but not more than USD 10,000 in all.
- Section 3: Price Protection  
Per item - USD 500 and a maximum of four claims per annum per cardholder but not more than USD 2,000 in all.

**Policy Aggregate Limit:** USD 500,000

### **Excess:**

- Section 1: Purchase Protection  
USD 75 each and every loss
- Section 2: Extended Warranty  
USD 150 each and every loss
- Section 3: Price Protection  
USD 30 each and every loss

### **Geographical:**

- Section 1 & 2 : Worldwide Limits:
- Section 3: State of Qatar.

**Jurisdiction:** State of Qatar

**Annual Premium:** As agreed

## **Service Agreement — Credit Shield Plus Policy**

**Made:**

**Between:** Q Life & Medical Insurance Co. LLC  
P.O. Box 201233  
Doha, State of Qatar  
Here in after referred to as the “**Insurer**”

**And** The Commercial Bank (PQSC)  
P.O. Box 3232  
Doha, State of Qatar  
Here i after referred to as the “**Bank**”

**Whereas:**

- The parties to this Agreement wish to enter into the Credit Shield Plus Policy (as defined below).
- The parties have agreed to enter into this Agreement for the purpose of regulating the basis on which the Credit Shield Plus Policy (as defined below) is provided by the Insurer to the Bank.

**DEFINITIONS:**

In this Agreement:

**QR (Qatari Riyal):** Means the lawful currency for the time being of the State of Qatar.

**Billing Cycle:** Means the monthly period during which the Bank permits any Customer to incur outstanding amounts on its credit cards before issuing it with a bill.

**Customers:** Means the customers of credit card facilities provided by the Bank.

**Effective Date:** Has the meaning given to that term in Article 14.

**Premium:** Means the amount payable to the Insurer pursuant to Article 3(c).

**Credit Shield Plus:** Means the protection plan to be offered by the Bank to Customers, covering them for those events insured under the Credit Shield Plus Policy.

**Credit Shield Plus Policy:** Means the Insurance Policy to be taken out by the Bank in relation to credit card services provided to its subscribing Customers in the form set out in Annexure 1.

**UNCITRAL Rules:** Means the International Commercial Arbitration Conciliation rules of the United Nation as Commission on International Trade Law as amended from time to time.

**Article 1 : Scope of Services to be provided under this Agreement**

1. The Insurer has agreed to offer the Credit Shield Plus Policy to the Bank upon its request.
2. The terms, conditions and exclusions of the Credit Shield Plus Policy as set out in Annexure 1 may be amended by the Insurer at any time, after obtaining the Bank's prior consent, in order to reflect developments in the insurance market.

**Article 2: Administration of the Credit Shield Plus Policy**

1. The Insurer shall provide to the Bank the wording of all information to be provided to their Customers in relation to the Credit Shield Plus. The Bank shall make all necessary arrangements to design, print and distribute such information to their Customers.
2. From the effective date of the Credit Shield Plus Policy, all the identified eligible Customers will be automatically covered under the Credit Shield Plus Policy unless they decide to opt out of the policy by exercising such option in writing or by telephone using the Bank's phone banking service.
3. Within a week from the end of each Billing Cycle the Bank or any party appointed by it will furnish to the Insurer a "Microsoft Excel" or a "Microsoft Access" document containing the particulars of its Customers. Such details shall include the name of the Customer, the Customer's account number, Issue Date, Date of Birth and the total outstanding in relation to the relevant credit card account.
4. Subject to the terms of Article 3, the Premium in respect of the Credit Shield Plus Policy shall be payable by the 15th of every month for all the billing cycles due to the Insurer within fifteen days of the close of the Billing Cycle.

**Article 3: Premium payable in respect of the Credit Shield Plus Policy**

1. From the first month after the commencement of the Credit Shield Plus Policy the Bank shall be liable to pay to the Insurer agreed premium on the monthly outstanding balance of each Customer who has not unsubscribed in accordance with the provisions of Article, 2(b).
2. Any new Customer who subscribes for a credit card from the Bank will charge in accordance with terms and conditions.
3. The premium referred to in Article 3 (b) will be paid by the Bank to the Insurer within fifteen days of the close of the Billing Cycle.
4. Amounts received by the Insurer from the Bank pursuant to Article 3(b) above will be adjusted in accordance with the provisions of Article 3(a).

**Article 4: Claims procedure in respect of the Credit Shield Plus Policy**

The procedure for making claims by Customers under the Credit Shield Plus Policy shall be as set out in the policy, The flow of documents shall be in accordance with the process flow chart enclosed as annexure 2. For the avoidance of doubt, the Bank shall be responsible for arranging any documentation in relation to any claim made by a Customer in accordance with such procedure.

**Article 5: Indemnity**

1. The Insurer undertakes to indemnify and keep indemnified the Bank from and against all loss, damages, costs (including legal costs), expenses or other liability suffered or incurred by the Bank of its obligations under this Agreement except as a result of the Bank's willful misconduct, gross negligence or bad faith.
2. The Bank shall allow the Insurer to take the sole conduct of any actions arising in connection with any claims against the Bank in relation to credit card insurance contracts covered by this agreement, and the Bank shall give to the Insurer all such assistance as the Insurer may reasonably require in avoiding, disputing, resisting, settling, compromising, defending, counter claiming or appealing any such claim

and shall instruct such legal advisers as the Insurers may reasonably nominate to act on behalf of the Bank, but to act in accordance with the Insurers instructions.

3. The Obligations of both the parties under this Article shall survive the expiration or termination of this Agreement.
4. The Bank shall repay any amounts received pursuant to this indemnification clause, if it shall be ultimately determined by a court of competent jurisdiction that the Bank was not entitled to receive such amount or that payment of such amount is prohibited by law or against public policy.

**Article 6: Litigation & Arbitration**

In the event a dispute arises in connection with the interpretation or implementation of this Agreement, the Parties shall attempt in the first instance to resolve such dispute through friendly consultations. If the dispute is not resolved in this matter within sixty days after the commencement of such discussions, either party may submit the dispute to arbitration in accordance with the following procedure:

1. In the event such cordial settlement hereinabove cannot be achieved, then the dispute shall be finally and conclusively settled under UNCITRAL Rules.
2. The Parties acknowledge that they shall not proceed against each other before a court except for the purpose of enforcement of the arbitration award.
3. The arbitration shall take place in Doha, Qatar, The proceedings shall be conducted in English. The number of Arbitrators shall be one unless either party requests otherwise in which case there shall be three. In that case, the Appointing Authority (as defined in the UNCITRAL Rules) shall be the Qatar Chamber of Commerce & Industry.
4. The Arbitration Tribunal shall be composed of experienced managers, fluent in English, who have at least ten years of experience in (i) the insurance industry as arbitrator, lawyer, underwriter, claims manager, broker or consultant, or in (ii) insurance transactions.

**Article 7: Duration**

1. This Agreement is concluded for a period of one year from the Effective Date.
2. At the end of this period, it shall continue by tacit renewal from year to year until cancelled by the Insurer or the Bank by giving a written notice at least six months before the renewal date.  
Expiration or termination of this agreement shall be without prejudice to those provisions which expressly contemplate post expiration or termination operation.

Neither party to this Agreement shall directly or indirectly assign this agreement or any of its rights and obligations, without the prior written approval of the other party.

**Article 8: Confidentiality**

This Agreement and any content provided by the Insured to the Insurer is confidential to the parties concerned and neither of them would discuss or divulge its details to any third party, save as required by law, without the written permission of the other party. This clause would survive the termination of this agreement.

**Article 9: Role of Either party**

The Insurer acknowledges that its relation with the Bank is limited to provision of services as above. It does not create any other relation between the Insurer and the Bank whether of agent or otherwise and whether direct or indirect. Under no circumstances will the Insurer have the ability to legally bind the Bank in any way



other than through defaults in the performance of obligations under this agreement,

**Article 10: Inconsistency**

In the event of any inconsistency between this Agreement and the Credit Shield Plus Policy, the terms of the Policy will prevail over the terms of this Agreement.

**Article 11: Governing Law**

This Agreement is governed by Qatari law.

**Article 12: Effective Date**

The effective date of this agreement is xxxx

**For Q Life & Medical Insurance Co.LLC**

**For The Commercial Bank**

**Commercial Bank Rewards**

**1 - Enrolment**

- a) Only Diners Club Card holders whose Card is valid and in good standing will be eligible to earn Commercial Bank Rewards points.
- b) Every charge made on a Principal or Supplementary card shall result in that respective card earning Commercial Bank Rewards points.
- c) Commercial Bank Rewards vouchers will be awarded to customers who prove that most of their spending, via credit cards, is on personal purchases/transactions and not on business or corporate purchases/transactions.
- d) Commercial Bank Rewards vouchers will not be awarded if most of the spending, via credit cards, is on purchases/transactions made at government or quasi-government institutions
- e) Joining Bonus points will be awarded to the customer based on the following table:

Card Product/Package	Campaign Code to use	Joining Bonus points awarded based on minimum spend requirement	Minimum amount required to spend within 90 days of activating the card
TITANIUM	TITANIUM 2017	5,000	QAR 5,000
	BAWTITANIUM 2017	7,500	
	BAWG_TITANIUM_2017	10,000	
PRIVILEGE	PRIVILEGE 2017	5,000	QAR 5,000
	BAWPRIVILEGE 2017	7,500	
	BAWG_PRIVILEGE_2017	10,000	
PLATINUM	PLATINUM 2017	7,500	QAR 7,500
	BAW PLATINUM 2017	10,000	
	BAWG_PLATINUM_2017	15,000	
INFINITE	INFINITE 2017	10,000	QAR 15,000
	BAW INFINITE 2017	15,000	
	BAWG_INFINITE_2017	20,000	

- f) Bank on its discretion can change the amount of the bonus points or cease awarding points at any given time without notifying customers.
- g) If offered, Joining Bonus points will be credited only when :-
  - i. The customer reaches the set retail spend threshold for each product package.
  - ii. The spend threshold is reached within the first 90 days of activating the card.
  - iii. The spend threshold does not include instalment transactions such as “Buy Now Pay Later”
- h) The credited Joining Bonus Points will expire on the 90th day of crediting the points, if unused.
- i) Customers will not be awarded Joining Bonus Points during product upgrades.
- j) Joining Bonus will not be offered if a customer closes a card account and subsequently opens a new card account

- k) Bank reserves the right to reverse the Joining Bonus Points if the customer wrongfully awarded the points
- l) The unused Joining Bonus Points will be forfeited if the customer opens a card account, reaches the spend threshold within the 90 days and subsequently closes the card account.

## **2 - The Programme**

- a) The Commercial Bank Rewards programme terms and conditions may be amended at any time at the absolute discretion of The Commercial Bank Qatar.
- c) The Commercial Bank Rewards Programme may be suspended or terminated temporarily or entirely at the discretion of The Commercial Bank
- d) The Commercial Bank reserves the right to change the Commercial Bank Rewards Programme at any time at its discretion.

## **3- Commercial Bank Rewards Accumulation**

- a) Commercial Bank Rewards points shall be awarded on every eligible charge made to your Credit Card
- b) Commercial Bank Rewards points may only be accumulated on charges incurred on eligible Credit Cards
- c) In the event of any fraud or misconduct on your part in the accumulation of Commercial Bank Rewards points, your points will be forfeited, you shall not be eligible to earn any further Reward points and The Commercial Bank reserve the right to cancel your participation in the Commercial Bank Rewards Programme and/or to cancel your Card and/or Account.
- d) In the event you cancel your Credit Card or the Account on which the Card was issued, all accumulated Rewards points shall be forfeited.
- e) Premium customers earn 1 point for every QAR 15 spent on Diners Card and QAR 20 spent of Visa or Master Card. Points will expire after 2 years from the award date. Points once expired cannot be credited back to customer.
- f) Limited Edition Customers earn 1 point for every QAR 700 spent and points will expire after 3 years from the award date. Points once expired cannot be credited back to customer.
- g) Commercial Bank Rewards points are not awarded on Visa Virtual Credit Card transactions, International fund transfer transactions or installment transactions such as “Buy Now Pay Later”

## **4 - Commercial Bank Rewards Redemption**

- a) Redemption of Rewards points cannot be in the form of cash.
- b) Commercial Bank Rewards points will be valid for redemption for a period of 2 years from the date of award; Commercial Bank Rewards points unutilised for a period in excess of 2 years will be automatically cancelled.
- c) Commercial Bank Rewards points may be redeemed as miles or points at Global Partners with which you have a membership account (details of Global Partners can be found on our website [www.cbqrewards.com](http://www.cbqrewards.com)).
- e) We, reserve the right to refuse redemption of Commercial Bank Rewards points, in particular if we have reason to believe the accumulation of points was done fraudulently.

- f) Redemption of points will be effected by us within 3 working days of your request. Credit of redeemed Commercial Bank Rewards points to your membership account with a Global Partner shall be subject to the Global Partners policies and procedures and its agreement with Diners Club.
- Commercial Bank rewards redemption process is through a secured user id and password and in the event of any unauthorized redemptions taking place, the customer is solely liable for the value of the redemption. It is the responsibility of the customer to keep the password secure and private. Commercial Bank will never ask you for your password.
- g) Commercial Bank Rewards points may be redeemed for Gift Vouchers. Gift vouchers are valid for 6 Months from the date of issuance. Vouchers once expired cannot be re-instated.

### **Benefit Campaigns**

#### **Balance Transfer**

##### **1- Enrolment**

- a) To be eligible for a Balance Transfer you must hold a valid Card which is active and in good standing.
- b) Principal and supplementary Card holders are eligible for the Balance Transfer facility.
- c) We reserve the right to refuse any request for a Balance Transfer.

##### **2- Balance Transfer**

- a) You must provide us with the following document to effect a Balance Transfer:
  - i. duly completed Balance Transfer application;
  - ii. statement of account of the credit card with the bank from whom the Balance Transfer shall be made for the preceding month; and
  - iii. Copy of the credit card held with the bank from whom the Balance Transfer shall be made.
- b) A Balance Transfer is subject to a minimum transfer of QR5,000 and shall be the amount you instruct in your Balance Transfer application.
- c) In the event the available credit line linked to the Card is insufficient to cover the entire Balance Transfer amount instructed by you we shall apply 95% of your credit line to the Balance Transfer.
- d) The Balance Transfer amount shall be credited to your account with the other bank; it is your responsibility to apply such amount to your outstanding with the other bank. We shall not be concerned with verifying or ensuring any such action on your part.
- e) Upon execution of the Balance Transfer you shall be automatically enrolled in Credit Shield Plus.
- f) Upon execution of the Balance Transfer we shall set a monthly instalment plan for repayment of the Balance Transfer amount.

##### **3- Fees and Charges**

- a) A Balance Transfer shall be subject to a non-refundable fee automatically and directly debited from your Account.
- b) An early settlement charge shall be levied in the event you settle the Balance Transfer amount prior to the scheduled maturity.

- c) Fees and charges shall be as per our prevailing rate. We reserve the right to amend the fees and charges at any time. Any such amendment shall be posted on the Bank's website and we shall not be bound to notify you individually.
- d) A comprehensive policy on our prevailing fees and charges (including amounts) can be found <http://www.cbq.com.qa/admin/images/schedule.pdf>

### **Call for Cash**

#### **1- Eligibility**

- a) To be eligible for a Call for Cash you must hold a valid Card which is active and in good standing.
- b) Principal and supplementary Card holders are eligible for Call for Cash facility.
- c) We reserve the right to refuse any request for a Call for Cash.

#### **2- Call for Cash**

- a) A request for a Call for Cash may be made by calling our Call centre
- b) To execute a Call for Cash you must have the Call for Cash amount as available balance on your Card. Valid only for Call for Cash transaction amounts from QR 3,000 to QR 49,000 subject to availability of your credit limit.
- c) A Call for Cash is subject to a minimum of call of QR3,000 and a maximum of QR49,000.
- d) A Call for Cash shall at all times be subject to our prevailing credit policies and criteria and shall be subject to our approval.
- e) A Call for Cash may only be made in QR and may only be executed to an account held within the State of Qatar.
- f) A Call for Cash may only be executed to the account in your name from which your monthly Card repayments are made as notified to us on your Card application.
- g) We shall use all reasonable endeavours to execute a Call for Cash received before 12 at noon on a Working Day the same day, and in any event shall use all reasonable endeavours to execute a Call for Cash within 48 working hours of your request.
- h) We shall be entitled to rely, and act, on all instructions for a Call for Cash as apparently genuinely given by you.
- i) A Call for Cash will incur interest from the date of execution of a Call for Cash instruction up to and including the date of repayment of the entire Call for Cash amount at a rate determined by us from time to time at our absolute discretion. The interest rate shall be calculated on a daily basis on the Call for Cash amount advanced.

### **Call for Credit**

#### **Terms and Conditions**

1. Offer valid only to Commercial Bank retail Credit Cards.
2. This is a limited period offer and the Bank has the right to stop the promotion at any time.

3. Call For Credit is a facility offered to credit card customer whereby the amount available in the credit card can be transferred to customer's bank account.
4. Customer has the option to select a payment plan of 3, 6 or 12 months. The amount transferred will be divided into equal monthly installments and charged to customer's credit card account.
5. Interest will be levied to the card account if the customer opt to settle less than 100% of the credit card outstanding,
6. If the customer decide to settle the installment account prior to its tenure, an early settlement fee at the prevailing rate will be applied.
7. The amount transferred will be blocked from the credit card open to buy amount.
8. Corporate and Lodged cards are excluded from this promotion.
9. This offer does not substitute or run in conjunction with any other offer Commercial Bank may have during this period.
10. To the extent permitted by law, Commercial Bank excludes all liabilities it may have to the customer hereunder.
11. The participation in the Program is entirely voluntary and it is understood, that the participation by the Card Holder/s shall be deemed to have been made on a voluntary basis.
12. In all matters relating to the Program, the decision of Commercial Bank shall be final and binding in all respects.
13. The terms and conditions governing the Program shall be in addition to and not in substitution / derogation to the Primary Terms and Conditions governing the credit card.
14. Commercial Bank shall not be liable in any manner whatsoever for any loss/ damage/ claim that may arise out of use or otherwise of any goods/ services availed of by the Card Holder/s under the Program
15. Commercial Bank reserves the right to modify/ change all or any of the terms applicable to the Program without assigning any reasons or without any prior intimation whatsoever. Commercial Bank also reserves the right to discontinue the Program without assigning any reasons or without any prior intimation whatsoever.
16. The Program is applicable for the Primary Card Holder/s as well as the Add-on Card Holder/s.
17. These terms & conditions shall be governed by and construed in accordance with the laws of Qatar and the courts of Qatar shall have exclusive jurisdiction to settle any dispute arising therefrom.

## **Payment Holiday Programme**

### **1- Enrolment**

- a) To be eligible for a payment holiday in the Payment Holiday Programme your Account must have been active for more than 6 months and your Card must be active and in good standing (all payments have been received on time).
- b) Only principal Card holders are eligible to participate in the Payment Holiday Programme.
- c) We reserve the right to refuse any request for a payment holiday.
- d) We reserve the right to select Card holders for a payment holiday applicable for a specified period of time. In the event you are selected but do not wish to avail of a payment holiday you must notify us immediately.

## **2- Payment Holiday**

- a) Availing of a payment holiday means you shall not be required to make repayment due and owing on your Credit Card Account. However the monthly installment payment of any of the installment plans will not be postponed.
- b) Availing of a payment holiday will not stop the incurrance of interest accruing on the outstanding amounts on your Card during the payment holiday period and normal interest shall continue to accrue and shall be payable in the next repayment you make.
- c) You will not be charged a 'late payment' charge for availing of a payment holiday.
- d) During your payment holiday period you may continue to make repayments of either the installment amount or full amount outstanding on your Account.

## **Bonus Approval Programme**

### **1- Enrolment**

- a) To be eligible for a bonus Credit Limit, your Account must have been active for more than 6 months and your Card must be active and in good standing (all payments have been received on time).
- b) Only principal Card holders are eligible for a bonus Credit Limit in the Bonus Approval Programme.
- c) Enrolment shall be subject to credit review and eligibility based on past credit performance.
- d) We reserve the right to refuse any request for a bonus Credit Limit under the Bonus Approval Programme.
- e) We reserve the right to select Card holders for a bonus Credit Limit for a specified period of time. In the event you are selected but do not wish to avail of a Bonus Credit Limit you must notify us immediately.

## **General Applicable Terms and Conditions**

### **1- Eligibility**

- a) Approval of eligibility for an Account and any Facilities shall be subject to Commercial Bank's and Qatar Central Bank's prevailing policies, criteria and procedures.
- b) Commercial Bank reserves the right to refuse an Application for an Account or any Facilities at its absolute discretion and may; at its sole discretion, withdraw at any time all rights and privileges pertaining to Accounts or Facilities.

### **2- Acknowledgement**

- a) The Customer acknowledges that Accounts and Facilities, as applicable, have been opened in the Customer's name and favour and that all the financial rights pertaining to funds in Accounts are vested in the Customer.
- b) Commercial Bank may withdraw all facilities, off-set funds or securities from Customer's accounts against any indebtedness to Commercial Bank, and close Accounts at its discretion.

### **3- Fees and Charges**

- a) Commercial Bank may charge fees or charges for issuing Debit Cards, authorizing and executing a

- transaction and for any other banking service provided to the Customer.
- b) All fees and charges shall be as per Commercial Bank's prevailing rate and can be found in Commercial Bank's Schedule of Fees and Charges,
  - c) Fees and charges may be amended from time to time at Commercial Bank's absolute discretion.
  - d) Foreign currency transactions shall be subject to our prevailing exchange rate.
  - e) No fee is currently charged to the Customer for use of the Debit Card in Machines not belonging to Commercial Bank, however Commercial Bank reserves the right, at any time, to introduce such fees and charges at its absolute discretion.
  - f) No fee is currently charged by Commercial Bank to the Customer for use of the Facilities, however Commercial Bank reserves the right, at any time, to introduce such fees and charges at its absolute discretion, the cost and implementation of which shall be notified to the Customer in advance.
  - g) Fees and charges shall be automatically and directly debited from the Customer's Account.
  - h) In the event there are insufficient funds held in the Account, Commercial Bank shall exercise its right of set-off as set out below.

#### **4- Liability for Instructions Issued Through Telephone, Facsimile, Telex, Email or Any Similar Electronic Means**

The Bank shall be authorized (but not obliged) to rely on and act in accordance with any notice, demand or other communication relating to any transaction which has been issued or expected to be issued from time to time through telephone, facsimile, telex, email or any similar electronic means by the customer or his representative after inquiring about the authority or identity of the person who has issued or expected to issue such notice, demand or communication.

The customer shall pay all banking fees and expenses resulting from using such electronic means whether incurred by the Bank or any correspondent bank and the Bank shall not be liable for any error resulting from bona-fide relying or acting on such notice, demand or communication.

#### **5- Converting Normal Accounts Into Sadara Accounts**

If the principal accountholder has a Sadara account and other normal accounts with the Bank, then the Bank shall have the right in its sole discretion to convert all normal accounts into Sadara accounts and hence all Sadara terms and conditions shall be applied there to.

- xi. loss that is not reported either to the appropriate police authority or transport carrier with 24 hours of occurrence; or
  - xii. For more than a reasonable proportion of the total value of the set where the lost or damaged article is part of a set or pair.
- g) Documents required in the event of a claim under the baggage loss policy include but are not limited to a copy of the claim made to the carrier or its authorised agent.
  - h) Insurance of Visa Platinum/ Gold or MasterCard Gold Card shall terminate in the following cases:
    - i. Termination of the card or facilities



- ii. Not meeting the programme criteria
- iii. Death of total disability of the insured
- iv. Non-payment of the dues for 90 days or more (coverage will be returned in case of the payment of all dues)

#### **6- Security Measures**

- a) Customer must keep Account numbers, Debit Card numbers and PIN number confidential at all times.
- b) The advice by Commercial Bank of the PIN number must be destroyed immediately after receipt. Any record of the PIN must be unidentifiable and kept separate from the Debit Card.
- c) In the event the Customer suspects or discovers that their Account number, Debit Card number or PIN number have become known by any 3rd party or the Debit Card is lost or stolen. The customer must immediately notify Commercial Bank and may be required, at Commercial Bank's discretion, to provide written notification of such claim setting out all relevant details and supporting evidence (if any) of the incident. Commercial Bank will suspend the Accountholder's Account and make arrangements for issuance of a new PIN number as necessary.
- d) The Customer may be charged a fee for replacement of a lost or stolen Debit Card.
- e) In the event a lost or stolen Debit Card is found subsequent to reporting it lost or stolen to Commercial Bank, the Debit Card must not be used and must be returned to Commercial Bank immediately.

#### **7- Postponement Campaigns**

From time to time Commercial Bank may run 'Postponement Campaigns' for all loans, which postpone monthly scheduled Loan installment repayments for a period of time. Upon signing the Loan Agreement, you request Commercial Bank to register you in all Postponement Campaigns for the Loan, subject to the terms and conditions for such Postponement campaigns as shall be notified to you through advertisement in the leading newspaper or posting messages on our website or by any other media, unless you notify us otherwise upon the launch of such Postponement Campaign.

#### **8- Add on Products**

Commercial Bank may, from time to time, introduce products in connection with the Loan facility, including but not limited to Loan Care ("add on products"); upon signing this Loan Agreement you request us to register you for any such add-on products for this Loan subject to the terms and conditions for such add on products as shall be notified to you through advertisement in the leading newspaper or posting messages on our website or by any other media, unless you notify us otherwise upon the launch of such add on product.

#### **9- Additional Facilities and Campaigns**

- a) Commercial Bank may, from time to time, introduce additional or modified facilities or services or campaigns to the Accounts or Facilities.
- b) Additional or modified facilities or services or campaigns may require acceptance of additional terms

and conditions. Such terms and conditions shall be posted on Commercial Bank's website [www.cbq.com.qa](http://www.cbq.com.qa) and in Commercial Bank's branches and other premises and the Customer shall be deemed to have, unless timely notifying Commercial Bank otherwise, read, understood, accepted and agreed to be bound by the additional terms and conditions.

- c) Additional or modified facilities or services campaigns may require the Customer to provide or execute additional documents, failure of which shall result in closure of the Accounts or withdrawal of the Facilities.

#### **10- Records and Statements**

- a) The Customer will be provided with periodic statements detailing all movement and action, including transactions, in the Account.
- b) The records and statements of Commercial Bank shall be deemed to be conclusive evidence of all transactions, charges, fees, interests and balances unless notified otherwise by the Customer in writing within fifteen (15) days from date of dispatch of the records or statements. Any failure to notify Commercial Bank of any discrepancies within this time limit shall deem the records or statements true, correct and conclusive.
- c) The Customer must regularly check statements and immediately notify Commercial Bank in the event of any discrepancy.
- d) Records and statements to be delivered to Joint Account Customers may only be delivered to the Customer nominated by all Joint Account Customers to receive such records and statements for and on behalf of all Joint Account Customers.

#### **11- Liability and Indemnity**

- a) The Customer shall be liable for all losses incurred by the Customer in the event the Customer has breached its obligations hereunder or acted without reasonable care or fraudulently.
- b) The Customer will indemnify Commercial Bank, its officers, agents and employees on a full indemnity basis from and against all actions, claims, proceedings, demands, losses, damages, costs, expenses, charges, taxes, penalties and legal costs and any other liabilities of whatsoever nature which Commercial Bank may suffer or sustain by reason of any breach of these Terms and Conditions or any fraudulent or negligent act on the part of or on behalf of the Customer.

#### **12- Customer's Information**

- a) The Customer confirms that all information provided by the Customer is true and accurate and the Customer authorizes Commercial Bank to make any enquiries it considers to be necessary to verify and authenticate such information.
- b) In the event that any information provided to Commercial Bank shall change, including but not limited to legal, residential or employment status, the Customer undertakes to inform Commercial Bank immediately upon such change, and provide Commercial Bank with any such new information.
- c) The Customer acknowledges that Commercial Bank may request any additional information as may be

reasonably necessary and the Customer shall timely comply with all such requests.

- d) The Customer agrees and acknowledges that under certain circumstances Commercial Bank may disclose information about the Customer and any relevant accounts and facilities to the police or third parties if, in Commercial Bank's reasonable opinion, such disclosure shall help prevent or recover losses uncured under an Account.

### 13- Bank's Information

- a) It is understood by you that information / materials available on the Bank's website and in these terms and conditions are subject to change from time to time at our absolute discretion. Unauthorized use of the Bank's website and the services available thereon, including but not limited to, unauthorized access to the Bank's systems and misuse of PIN or information available on the website is absolutely prohibited.
- b) All information/materials available in our website are and will remain our property and shall authorize us to use them for whatever purpose at our absolute discretion.
- c) Information/materials on our website including electronic versions, links and other things are available in "as is condition". We do not guarantee the adequacy of such information/ materials, especially those relating to portfolio of negotiable instruments or exchange rate and we do not take the liability for error or deletion thereof. We do not give any guarantee whatsoever, whether express or implied or legal regarding the authenticity of such information/materials including without limitation any guarantee regarding not infringing on third parties' rights or relating to ownership, quality control, conformity to the intended purpose or absence of viruses.
- d) You take full liability for any adverse consequences resulting from relying on our website information.
- e) The Bank's website may contain communication links with third parties' websites. We will not take any liability for any information or material or product or service offered or published by third party's website linked to our website.
- f) Upon linking our website to any third party's website, we do not recommend using any information, material, product or service available thereon and we will not be liable for any failure thereof. Such third party may have its own privacy policy and might provide a less secure online banking service.

### 14- Call Centre

- a) Commercial Bank operates a Call Centre. For queries and concerns regarding Accounts or any Facilities or services, the Customer should contact the Call Centre on +974 4449 0000
- b) Commercial Bank may record calls for the purposes of process improvement, Instruction or Response verification, records and quality control training purposes.

### 15- Notices

- a) Any notices or communications to Commercial Bank shall be addressed to:  
The Commercial Bank (Q.S.C.)  
P.O. Box 3232, Doha, State of Qatar

- b) Any notices or communications to the Customer shall, unless notified otherwise, be deemed effectively sent if sent to the last known address or any subsequent address notified to Commercial Bank.
- c) Notices to Joint Account Customers may be delivered to only one Joint Account Customer.
- d) Any costs or expenses incurred by Commercial Bank in sending any notices (other than Responses) to the Customer may be charged to the Customer.

#### **16- Trade Names and Trademarks**

Our trademarks and trade names are used and registered throughout the world. Commercial Bank and their subsidiaries also claim rights in certain other trademarks and service marks contained in the web pages and no third individual/party whether incorporated or un-incorporated shall have any claim on the referred trademarks/names or any intellectual property right of any nature.

#### **17- Right Set Off**

- a) Commercial Bank may, at any time and without notice to the Customer, combine or consolidate all or any of the credit balances held in the Customer's Accounts and set off amounts due and owing to Commercial Bank.
- b) Joint Account holders authorize Commercial Bank to exercise its right of set-off on their respective shares.

#### **18- Refund of Insurance Premiums**

When a Mortgage/Personal/Vehicle Loan customer early settles the loan in full, the Bank will refund to the customer a percentage of the paid insurance for the remaining years of the loan subject to the Bank's sole discretion.

#### **19- Anti-money Laundering**

Account opening and availing of facilities offered by Commercial Bank is subject to all information requested by Commercial Bank and required in accordance with Qatar Central Bank anti-money laundering regulations and Commercial Bank's regulations and policies being provided by Customers; if the information criteria are not met or information so provided proves to be incorrect or fraudulent Commercial Bank is under no obligation to, and has the absolute right to refuse to, offer any facilities to Customer.

In the event of suspicion arising concerning Customer's involvement in money laundering, terrorism financing or other illegal activities, Qatar Central Bank shall be notified accordingly of all such suspicion and Commercial Bank may be required by Qatar Central Bank to set aside funds transferred to or held in the Customer's Accounts.

#### **20- Miscellaneous**

- a) These Terms and Conditions have been executed in both Arabic and English languages, in the event of any discrepancy between the languages, the Arabic text shall prevail.

- b) These Terms and Conditions shall apply in conjunction with any other terms and conditions applicable to the Customer, Customer's Accounts and Facilities utilized by the Customer.
- c) Any waiver by Commercial Bank of any breach by a Customer shall not be construed as a permanent waiver and such waiver will not affect adversely the rights of Commercial Bank under these Terms and Conditions at any other time.
- d) The customer shall not assign his rights and obligations under loan contracts or any other banking transactions to any third party without obtaining the bank's prior written consent.
- e) In the event that any provision hereof shall become or shall be declared by any court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not impair or affect the remaining provisions, all of which shall continue in full force and effect.
- f) Commercial Bank reserves the right to amend these Terms and Conditions at any time at its absolute discretion. Any such amendments shall be posted on Commercial Bank's website [www.cbq.com.qa](http://www.cbq.com.qa) and in Commercial Bank's branches and other premises. Such amendments shall be binding on the Customer from the date of such posting.

**21- Governing Law and Jurisdiction**

The Accounts, Facilities (including all incidental services) and these Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Qatar. Any dispute shall be submitted to the non-exclusive jurisdiction of courts in the State of Qatar. Commercial Bank reserves the right to pursue its remedies outside of the State of Qatar in the courts of any other competent jurisdiction considered appropriate.