

# Credit Cards

## *Service Directory*



# Your NBO Credit Card Benefits

## Worldwide Acceptance

Your NBO Credit Card is accepted at over 18 million establishments worldwide. Hotels, airlines, car rentals, restaurants, gas stations, hospitals, department stores and other establishments.

## Flexible Payment Plan

- Free auto-pay service. Just give us standing instructions to debit your NBO Current or Savings Account at a specified percentage from 5% to 100% of your monthly Credit Card outstanding.
- You also have the choice to make payments at an NBO branch either by cash, cheque or by debit instruction to your NBO Account.

You can pay by using the NBO ATM, internet or Mobile Banking and the amount will automatically be debited from your NBO Account.

## Cash Access. Anytime.

Your NBO Credit Card entitles you to withdraw emergency cash up to 100% of your Credit line from over 600,000 ATMs worldwide. The NBO Credit Card will be encoded with a secret PIN (Personal Identification Number) which is automatically generated and is known only to you.

## Temporary Credit Line Increase

The Credit line on your NBO Credit Card can be increased temporarily for 3 months to ensure that funds are available in case you need more.

## Credit Shield

Credit Shield is an optional insurance program designed to protect you from the liability of paying the outstanding amount on your Credit Card in the event of critical illness, permanent disability and at the unfortunate event of death.

## Customer Service

If you need any assistance, just dial the NBO call centre within Oman on 24770000 or (00968) 24811711 from outside of Oman.

E-mail: Cx@nbo.om

Card services, National Bank of Oman (SAOG),

P.O. Box 751, Postal Code 112, Ruwi, Sultanate of Oman.

## Frequently Asked Questions

### **Q. Where can I use my NBO Credit Card?**

A. Your NBO Credit Card can be used anywhere in Oman and worldwide, for purchase of goods and services, in all shops and establishments that display your Credit Card logo. These include hotels, restaurants, travel agents and much more.

### **Q. Is there any charge for using my Credit Card at merchant establishments?**

A. No, there is no charge for using your NBO Credit Card at merchant establishments. Merchants cannot ask you to pay more than the bill amount for using your Credit Card.

### **Q. Can I withdraw cash on my NBO Credit Card?**

A. Yes, you can withdraw cash up to 100% of your Credit Limit from all ATMs that display your Credit Card logo.

### **Q. Is there any fee for withdrawing cash?**

A. Yes, every time you draw cash, a Cash Advance fee of 3% of the amount withdrawn, subject to a minimum of RO 2.500 per transaction, will be charged to your Account. You will receive the full amount withdrawn from the ATM. This cash withdrawal fee will be debited to your Account immediately and will appear in your Credit Card Statement.

### **Q. Why am I unable to withdraw cash on some occasions?**

A. Your Cash Advance is limited to 100% of your Credit Limit. If you have already used this limit, further Cash Advance is not possible until you repay the amount.

### **Q. Tell me about my Credit Card Statement**

A. In the first week of every month, we will send you a Statement for your NBO Credit Card. It will be mailed either to your home or office, as indicated by you in your NBO Credit Card application. Your Statement will indicate your previous balance, an itemised list of your current charges, any finance charges or fees, your payments and credits and your current balance. Please note the minimum payment due and the payment due date.

### **Q. How is the Balance determined?**

A. The total outstanding balance appears as the current balance on your Credit Card Statement. To determine the current balance, we add any purchases and Cash Advances and subtract payment or Credit from the previous balance. We then add appropriate finance charges and fees.

### **Q. What are the finance charges and how are they calculated?**

A. If the current balance is not paid in full before the payment due date indicated in the statement, then a finance charge interest will be applied. The finance charge will be applied to the current balance until any repayments are credited to the

Card Account. Thereafter, the finance charge is applied to the reduced balance until the payment is made in full.

Cash Advance transactions are charged a Cash Advance fee of 3% of the transaction amount subject to a minimum of RO 2.500 per cash transaction. In addition, interest on Cash Advance will be charged from Day one of the transaction. Refer to the service and price guide for a comprehensive list of fees and charges.

**Q. How much should I repay every month?**

- A. You need to repay the minimum payment due which is equivalent to 5% of the current balance and any amount which are past due or are in excess of your Credit Limit. However, you have the option to pay any amount above the required minimum amount. If this amount is less than RO 10 then the minimum amount due appearing on your Statement will be the current balance.

**Q. If I have used my full Credit Limit, can I use the Card?**

- A. No, if you have used up your Credit Limit fully then you cannot use the Credit Card until you repay. The amount repaid will then be available for your use, provided the Account is not overdue.

**Q. How can I increase my Credit Limit?**

- A. We issue Cards against your salary assignment, your deposit with us, against your salary certificate or Bank Statement. If your Credit Limit is linked directly to your salary we can increase your Credit Limit, if it is less than the amount you are eligible for otherwise, you can increase your deposit amount to increase your Credit Limit.

**Q. My Card will expire next month. What should I do?**

- A. We renew all Credit Cards with regular payments up to 60 days in advance. These are available at your NBO branch 30 days before the Card expires. The branch manager will either call to arrange to deliver your Card or you can collect it from the branch at your convenience.

## **Terms and Conditions**

### **The issuance and use of National Bank of Oman (SAOG)**

MasterCard/Visa shall be governed by and subject to the following:

Definitions:

- a. Account - means an Account maintained at any Bank in Oman by the Cardholder; from which the Cardholder authorises payment to be made against all Charges incurred through the use of the Card.
- b. Agreement - means the Agreement between the Bank and the Cardholder constituted by these terms and conditions and which may be changed from time to time by the Bank or by law.
- c. Bank - means National Bank of Oman (SAOG); whose registered place of business is P.O. Box 751, Ruwi 112, Muscat, Sultanate of Oman.

- d. Card - means the Plastic Card issued under this Agreement, bearing the name of the Cardholder and the marks of Visa International or MasterCard International with whom the Bank is properly licensed and whose rules and regulations the Cardholder agrees to comply with, and which is used for Charges to the Card Account within the valid dates shown on the Card.
- e. Card Account - consists of Cards issued to the principal Cardholder and supplementary Cardholder and where the Card Limit of the principal Cardholder will be shared by all Cards and to which all Charges are Statemented.
- f. Cardholder - means a person over 18 years of age who is either the principal Cardholder who opens the Card Account and who with the supplementary Cardholder(s) is jointly and severally liable for all Charges incurred on the Card or the supplementary Cardholder who is recommended by the principal Cardholder for issuance of a Card.
- g. Card Limit - means the maximum amount that each Cardholder shall be permitted to charge to his or her Card as agreed by the Bank from time to time.
- h. Cash Advance - means cash disbursed to the Cardholder by the Bank or any other Visa/MasterCard member Bank or third party relationship either manually or through ATM (Automatic Teller Machine) and which will be charged along with the appropriate handling fees prevailing at the time to the Cardholders Card Account.
- i. Charges - which includes Cash Advances are amounts charged to a Card by the Cardholder at any time (including but not limited to the period after cancellation of the Card) and regardless of whether a record of Charges is signed by the Cardholder and includes all fees listed in condition 5 and any other fees introduced by the Bank from time to time or any damages levied hereunder and all other amounts owing to Bank.
- j. PIN - means a unique computer generated 4 digit code issued confidentially to the Cardholder in a security envelope which when used in conjunction with the Card at a designated, Visa or MasterCard ATM allows the Cardholder to obtain Cash Advance.
- k. Statement - means the Statement of Card Account of both principal and/or supplementary Cardholder.
- l. VAT- shall mean value added tax as provided for under the Oman applicable VAT laws as amended from time to time

#### **1) Applicability of the Terms and Conditions**

All facilities made available by the Bank to any person in respect of any Card or Card Account, are subject to the terms and conditions, in confirmation of which the applicant/Card member has signed the NBO Credit Card application form or by placing his/her signature on the Card in confirmation of his/her intent to use the same or on use of the Card.

## 2) Verification

The applicant/Card Member hereby authorises the Bank to contact the applicant/Card Member's employer or any other person to obtain any further information that be required.

## 3) The Card

- a) The Card is the property of the Bank and must be surrendered to the Bank upon demand.
- b) Card Member shall not exceed the Credit Limit assigned and if the Credit Limit is exceeded, shall immediately reduce the amount in excess of the Credit Limit to below the Credit Limit. Where the Bank issues additional Cards, extent of use of all the Cards so issued is to be limited by the Credit Limit set for the Card Account.
- c) The issue and use of the Card shall, in addition to the terms and conditions, be subject to the regulatory directives applicable from time to time.
- d) The Card Member shall under no circumstances, whatsoever, allow the Card to be used by any other individual and should sign on the back of the Card immediately on receipt and shall ensure its safe custody.
- e) The Bank also reserves the right to decline any request for upgrading of the Card or renew the Card at its sole discretion, without being obliged to assign any reason for its refusal whatsoever.
- f) If the Card Member, for any reason whatsoever, wants to stop using the Card or wants to cancel the Card, he/she shall be solely responsible for invalidating the Card by destroying the same under intimation to the Bank. In the event Charges are incurred on the Card after the Card Member claims to have destroyed the Card, the Card Member shall be entirely liable for the Charges incurred on the Card whether or not the same are the result of the misuse and whether or not the Bank has been intimated of the destruction of the Card.
- g) On request from the Account Holder, the Bank may at its own discretion, issue Additional Cards and PINs for use by the person/s nominated by the Account Holder subject to the terms and conditions.
- h) In the event the new credit card is issued and not activated within 90 days of its issuance, the bank shall reserve the right to cancel the card.

## 4) Use of the Card

- a) The Card must be signed by the Cardholder immediately upon receipt and may only be used. By the designated Cardholder whose name appears on the face of the Card; subject to the terms of this Agreement current at the time of use; within the Card Limit as advised to the Cardholder by the Bank from time to time during the validity period embossed on the Card.

- b) Subject to the right of the Bank, in its absolute discretion and without prior notice, the Bank may withdraw the right to use the Card temporarily or permanently, or refuse any request for authorisation of any particular Card Charges.
- c) The Bank may take into Account in calculating the funds available, any outstanding Card Charges and any funds which the Bank in its discretion may deem to have been credited or debited to the Card Account.
- d) The Bank will not guarantee goods or service purchased on the Card or entertain disputes between the Cardholders and insurance company or any third party for the matter.
- e) The Card may be used (i) only within the Credit Limit notified by the Bank to the Card member, and (ii) within the validity period embossed on the Card.
- f) The Card member's right to use the Card shall determine forthwith in the event of termination pursuant to Clause 18 herein below, or in the event of loss or theft of the Card.
- g) The Card member hereby requests that renewal and/or replacement Cards be issued to each Card member until such time the Bank is notified by the Account Holder otherwise.
- h) The Card member accepts full responsibility for wrongful use of the Card in contravention of the terms and conditions and undertakes and agrees to indemnify the Bank against any loss, damage, interest, conversion or any other financial charge that the Bank may incur and/or suffer in the Card member committing violation of the terms and conditions.
- i) The minimum and maximum amount that can be accessed in a single/multiple Charges on the Card will be decided by the Bank at its sole discretion. The number of transactions permissible in a period of time, will be as decided by the Bank at its sole discretion.
- j) The Bank reserves unto itself, the absolute discretion and liberty to decline or honour any authorisation requests on the Card without assigning any reason.
- k) The Bank reserves the right, in its absolute discretion and without prior notice, at any time to withdraw the Card Member's right to use the Card and reserves the right to communication such withdrawal of the right to use the Card or refusal for authorisation to any person.

## 5) Charges

- a) Charges comprise each of the following:
- (A) Voluntary Charges means and comprises of any Charges payable by the Card member to the Bank from time to time including without limitation (i) the amount of any purchase of goods and/or services made by a transaction instructions, (ii) the amount of any Cash Advance provided pursuant to a transaction instruction, (iii) any other amount chargeable to the Card Account by virtue of a transaction instruction, (iv) any amount which the Bank is requested to debit to the Card Account and which the Bank debits pursuant to such request.
  - (B) Involuntary charges means and includes without limitation (i) any fees charged by the Bank in respect of a Card Account or Card, including joining, annual replacement, re-issue, renewal, late payment, penalty, over Credit Limit Charges, and other fees, (ii) the Bank's interest Charges accruing/applied on any Charge, (iii) commission on any specific types of transactions.
  - (C) The services and products provided under this agreement are subject to VAT. The Bank shall add VAT in addition to any amounts or fees payable by the Customer to the Bank under this agreement, at the prevailing VAT rate as applicable at the time of payment.
  - (D) VAT at the prevailing applicable rate will be levied on all taxable products and services provided by the Bank.
- b) The method of calculation of involuntary charges will be as notified by the Bank to the Account holder from time to time in accordance with Clause 20 herein below.
- c) The Bank's record of the amount of any Charges, shall in the absence of manifest error, be final and binding on the the Card member and shall be conclusive in any case where the Bank has effected any payment pursuant to a voluntary charge.
- d) When any goods purchased/to be purchased or services availed/to be availed by use of the Card, the Card member will be billed in the monthly Statement of the Card Account. As purchase and cancellation are two separate transactions, the Card Member will have to pay for the purchase as per the billing. For any subsequent cancellation, the amount will only be credited to the Card Account (less cancellation charges, if any) as and when received from the service establishments/Acquiring Bank.
- e) The Account holder and the Card member/s shall be jointly and severally liable to pay to the Bank all amounts so debited, unless disputed by the Card member in accordance with Clause 11 herein below.



- f) The amount of any Card transaction incurred in a currency other than the Omani Rial will be converted at an exchange rate determined by the Scheme (Visa/MasterCard), as on the date when the transaction is debited to the Card Account.
- g) If the entire amount outstanding on the Card Account is not paid in full on or before the payment due date as indicated in the Statement, interest will be applied on the Card Charges until any repayments are credited to the Card Account and thereafter on the reduced balance, until payment is made in full.
- h) In the event of non-receipt of minimum amount due by the payment date, an Overdue payment charge will be charged to the Card Account.
- i) In the event the total outstanding liability in the Card Account exceeds the Credit Limit assigned, the Bank will charge an over Limit fee of RO 5. The over Limit fee may be varied at the discretion of the Bank from time to time and notified to the Account Holder as per Clause 20 herein below.
- j) NBO retains the right to alter any charges or fees from time to time or to introduce any new charges or fees, as it may deem appropriate, with due intimation to cardholders on NBO website.
- k.) The bank shall apply an annual fee on all Credit Cards that are not activated and used within 3 months from the date of issuance.

## **6) Transaction Instruction**

- a) Transaction Instructions comprise any of the following:
  - (i) In the case of purchase of goods and/or services, the record of the amount of such purchases prepared by the Person supplying the same and submitted to the Bank,
  - (ii) the input to the Bank's computer of such instructions and
  - (iii) any other instruction which the Bank is requested to effect and which the Bank effect pursuant to such request.
- b) The Bank will provide a PIN to the Card member to be used in conjunction with the Card when effecting a transaction instruction at a computer terminal. The Card member shall under no circumstances whatsoever, disclose the PIN to any other person.
- c) The Bank shall be entitled (but not bound to) give effect to any transaction Instruction upon receipt of the same as through the same were submitted by the Card member to the Bank in writing and signed, and for avoidance of any doubt, the applicant/Card member hereby authorises the Bank to do so.
- d) The Bank's record of any transaction instruction effected in conjunction with PIN shall be binding on the Card Member as to its consequences.

## 7) Quality of Goods and Services

- a) The Bank shall not in anyway be responsible for merchandise, merchandise warranty or services purchased or availed of, by the Card member from service establishments including on Account of any delay in delivery, non-delivery, non-receipt of goods or receipt of defective goods.
- b) The Card facility is purely a facility extended to the Card member for purchase of goods or availment of services and the Bank holds out no warranty or makes no representation as to the quality, delivery or otherwise howsoever of the goods purchased and or services availed. Any dispute arising in respect of the goods purchased and/or service availed, must be resolved by the Card Member with the relevant service establishment.
- c) The existence of any dispute shall not relieve the Card member of his obligation to pay all Charges and the Card member agrees to pay promptly such Charges, not withstanding any pending disputes or claim whatsoever.
- d) Objects purchased by the use of the Card shall remain the property of the Bank until such time the Charges pertaining thereto are paid by the Card member to the Bank.

## 8) Payment

- a) The Account holder shall ensure sufficient balance in his funding Account at the payment due date to pay to the Bank the minimum amount due mentioned in the Statement. Payments may also be made in cash/cheque at any of the NBO Branches. Customer number appearing in the Credit Card Statement should be indicated in the payment receipt.
- b) Each Card member is liable, jointly and severally with the Account holder to pay to the Bank, Minimum payment due upon receipt of the Statement by the Account holder.
- c) Nothing in the terms and conditions shall affect the Bank's right to set-off, transfer and the application of monies at law or pursuant to any agreement from time to time subsisting between the Bank and the Card member. Such set-off, transfer or application will be without notice to the Card member in the event that payments to the Bank are in arrears/due in the Card Account.
- d) Payment of any amount less than the Statement balance shown in the Statement will be appropriated to Card Account/Charges as decided by the Bank. The applicant/ Card member hereby waives all right to appropriate payments in any other manner.
- e) All amounts due to the Bank pursuant to the terms and conditions shall be payable without any deduction whatsoever by way of counter claim or otherwise, of any

amount due or alleged to be due or outstanding from the Bank or any other person and not withstanding any legal limitation, disability or incapacity of a Card member. The Bank shall have general lien on all the assets/monies/deposits/securities belonging to a Card member which are in the possession or control of the Bank.

- f) Any Credit given in respect of the supply of goods and/or services will be applied by the Bank to the Card Account (and not to any specific Card member) only after receipt by the Bank such Credit notification in a form acceptable to the Bank.
- g) The entire outstanding in the Card Account shall become payable in full by the Card member/s in the event of insolvency or winding up of any business owned by the Card member or payable by the Card member's legal estate in the event of his death, the Card member shall be personally held liable for settlement of any dues to the complete satisfaction of the Bank.
- h) In the event of non-receipt of the Statement for any reason whatsoever, the Card member undertakes to pay to the Bank, the sum total of all dues calculated by using the Card member copies of the transaction instructions or other requisitions in his/her possession. Non-receipt of Statement shall not be considered a valid reason for holding payment.
- i) The Card member shall take cognisance of the fact that Credit balance, if any in the Card member's Account shall not attract any interest, whatsoever.
- j) If payment is made through cheque/draft, the Card Account will be credited only after realisation of funds with an amount net of Bank's collection Charges, as applicable from time to time. Payment to the Bank in respect of liabilities of the Card member shall be deemed not to have been made until such time as relevant clear funds have been received by the Bank.
- k) If any payment instrument as described in Clause 8 (j), is dishonoured by the drawee Bank for any reason, the Card member shall be liable for legal proceedings and the Bank may at its discretion levy Penalty fees and/or cancel the Card facility.
- l) The Bank will be entitled (not bound) to give effect to any instruction given by the Account holder that payment may be effected by crediting the Card Account and debiting with the like amount such other Account as may have been established by the Account holder with the Bank.
- m) A minimum payment of 5% of the monthly outstanding or RO 10 if the outstanding balance is between RO 10 to RO 100 or the entire outstanding, if the outstanding balance is less than RO 10, any amount that exceeds the Credit Limit and any unpaid minimum amount due

from the previous billing(s) will be debited to the funding Account on the day determined by the Bank as payment due date. If the Card member desires to pay more than the minimum amount, the same should be conveyed in writing to the Bank. Such voluntary payments will not be factored/reckoned for the minimum payment due as stipulated above.

- n) Cash Advance taken through the Card will be charged interest at the prevailing rate, from the date of the cash withdrawal, on the daily Cash Advance balance outstanding until the date of settlement.
- o) A service charge on the amount of Cash Advance withdrawn on the Card will be debited to the Card Account at the rate specified by the Bank from time to time, under intimation to the Card member. Currently a service charge of 3% of Cash Advance amount, subject to a minimum charge of RO 2.500 per cash transaction will be charged.
- p) On default of payment of minimum amount due and/or if the outstanding on the Card Account exceeds the Credit Limit at any time, the Bank shall have the right to charge additional interest and/or penalty Charges at such rates to be stipulated by the Bank from time to time.
- q) Upon cancellation of the Card by the Bank or the Card member, the Bank will block the funding Account for an amount equal to 10% of the Credit Card limit for a period of 35 days after cancellation. Alternatively the Card member may provide an acceptable guarantee equal to this Credit Limit for a period of 35 days after cancellation. No objection certificate will be issued only after a period of 35 days from the date of cancellation of the Card, provided there is no amount outstanding in the Card Account at the end of this period.
- r) In the event of non-payment of minimum amount due on the payment due date for insufficient funds in the funding Account or any other reason whatsoever, the Bank reserves the right to block/put hold, the funding Account and has first charge on all funds received in the funding Account.

## 9) Exclusion Liability

Without prejudice to the foregoing, the Bank shall be under no liability whatsoever to the Card Member in respect of any loss or damage arising directly or indirectly out of:

- a) Any defect in any goods or services supplied;
- b) The refusal of an person to honour or accept a Card;
- c) The giving of transaction instruction other than by a Card Member;
- d) Any Statement made by any person requesting the return of the Card or any act performed by any Person in conjunction therewith;

- e) The exercise by the Bank of its right to demand and procure the surrender of the Card prior to the expiry date embossed on its face, whether such demand and surrender are made and/or procured by the Bank or by any person or by any computer terminal;
- f) The exercise by the Bank of its right to terminate any Card or the Card Account pursuant to Clause 22 herein below,
- g) Any injury to the Credit, character and reputation of the Card Member caused by the repossession of the Card, any request for its return or the refusal of any Person to honour or accept the Card;
- h) Any misrepresentation, miss-statement, error or omission in any detail disclosed by the Bank pursuant to Clause 11 herein below.

## **10 Disclosure of Information**

- 1 The Bank shall preserve the secrecy of all details of transactions or dealing between the Applicant/Card Member and the Bank to the extent required by law. Notwithstanding the foregoing, the Applicant/Card Member hereby authorises the Bank to provide information about the Applicant and/or Card Account to any:-
  - a) Office or branch of any company/firm associated with the Bank;
  - b) Bank, financial institutions or Credit bureau;
  - c) Actual or proposed assignee of the Bank or participant or sub-participant in or transferee of any of the Bank's rights in relation to the Card Account.
  - d) Agent, contractor or service provider under a duty of confidentiality to the Bank or to any related company;
  - e) Supervisory or regulatory authority,
  - f) Person or judicial body.
- 2 The bank has the right to announce the winners of any campaign it launches in the means which the bank finds to be appropriate, thus the bank will inform the winners through communication channels which the bank finds to be appropriate.

## **11. Disputes**

- a) Any Charges or other payment requisition received from a Service Establishment by the Bank for payment, shall be conclusive proof that the Charge recorded on such requisition was properly incurred at the Service Establishment in the amount and by the Card Member referred to in that Charge or other requisition, as the case may be, by the use of the Card except where the Card has been lost stolen or fraudulently misused, the burden of proof for which shall be on the Card Member. The other payment requisition referred to in this Clause shall include any and all payments pertaining to permissible expenses

incurred by a Card Member at a service establishment, by use of the Card which is not recorded as a Charge.

- b) Signature of the Card Member on such transaction instruction together with the Card number shall be conclusive evidence as between the Bank and the Card Member as to the extent of the liability incurred by the Card Member and the Bank shall not be required to ensure that the Card Member has duly received the goods purchased/to be purchased or has duly received the service availed/to be availed to the Card Member's satisfaction.
- c) Should the Card Member disagree with a Charge indicated in the Statement, the same should be communicated to the Bank within 20 days of the Statement date, failing it would be constructed that all Charges and the Statement are correct.
- d) Authority to charge Card Member's Account in respect of a charge made/to be made, service availed/to be availed would be given by the Card Member in the form of a transaction instruction or such other form as may be prescribed by the Bank.
- e) Original Card Transaction slips will not be provided by the Bank. In case of a dispute, only the photocopy will be provided as documentary proof of debit, provided the Cardholder makes a request in writing as per Clause 11(c) herein above. The Bank will charged a retrieval fee RO 4 for each transaction retrieval request by the Card Member. The fee will be debited to the Card Account and will be refunded/waived only if the dispute is settled in favour of the Card Member as per the franchise terms and conditions concerning disputes redressal. The Bank shall make bonafide and reasonable efforts relating to the resolution of a Card Member's disagreement with a charge and if after such effort, the Bank so determines that the Charge indicated in the statement is correct, such decision shall be communicated to the Card Member, who shall thereafter without any delay, make payment inclusive of any accrued interest.
- f) The Bank accepts no responsibility for refusal by a service establishment to honour the Card.
- g) Complaints against the service establishment/s and any claim by the Card Member against the service establishment will not relieve the Card Member from any obligation to the Bank.
- h) On receipt of a valid dispute from the Card Member, the Bank may as per the franchise disputes redressal regulations where applicable, charge back the transaction and Credit the Card Member's Account with the transaction amount. In the event, If the said transaction is presented by the Acquiring Bank, the Bank reserves the right to debit the Card Member's Account with the transaction amount,

without notice to the Card Member and it shall be deemed that the Card Member has incurred the transaction and the liability for payment of such transaction amount with interest which rests with the Card Member and the Bank reserves the right to debit the Card Member's Account with any additional costs in this regard.

- i) In the event of a failed chargeback on a customer's Credit Card, the Bank shall not write off the amount if the disputed transaction is reported to be a fraudulent transaction falling under Card present criteria but the Card is not signed on the back by the customer.
- j) In the event of a rejected chargeback, the disputed fraudulent transactions shall not be written off if the Cardholder is registered for SMS banking but was late in reporting the fraud (2 days from the date the SMS was sent out) without proper justification.

## **12) Change of Address**

It is obligatory on the part of the Card Member to inform the Bank of any change in name or address in writing.

## **13) Lost Card Liability**

- a) If a Card is lost or stolen, or for any other reason liable to be misused, or if the PIN disclosed in breach of these terms and conditions, the Card Member must immediately notify Card Services, National Bank of Oman (SAOG), by Telephone, Fax or Telex message.
- b) The Bank may upon adequate verification, temporarily suspend the Card Account and will not be liable for any inconvenience caused to the Card Member on this Account.
- c) If a Card is lost/stolen or for any reason is liable to be misused, the Card Member must file a report with the Law Enforcement Authority and send a copy of such a report to the Bank. The Card Member will be liable for Charges incurred on the Card until the written notice detailing the loss or theft of the Card is received by the Bank.
- d) If the advice of the loss/theft/apprehension of misuse is given verbally, it should be confirmed in writing to the Bank on the next working day. If confirmation is not received within the next working day, any disputes thereon shall not be entertained by the Bank.
- e) A Card is reported lost or stolen and subsequently found should not be used and the Card Member shall be solely responsible for invalidating the Card under intimation to the Bank.
- f) The Card Member is responsible for the security of the Card and shall take all steps for ensuring the same.

## **14) Authorised Debt Collection Agency**

The Bank reserves the right, at its absolute discretion, to assign payments due from any Card Member to its authorised debt collection agency for collection of the amounts

outstanding without any prior advice to the Card Member and that the Bank shall be entitled to debit the Card Member with the expenses incurred by it in doing so.

#### **15) Additional Cards**

With respect to more than one Card being issued on an Account, the Holder of an Additional Card on the Account and the Account Holder, authorising the issuance of such Additional Card(s), the Card Member and the Additional Card Member shall be bound jointly and severally bound by the terms and conditions and shall be jointly and severally liable for all Charges incurred by the use of the Card(s).

#### **16) Notice**

- a) Each of the Applicants/Card Members hereby irrevocably appoint the Account Holder as their agent for the purpose of service by the Bank (i) the Statement including the service of demand for payment thereby constituted and of any notice in the Statement for which provision is made in the terms and conditions, (ii) any other demand, communication or notice made or given by the Bank pursuant to any provision of the terms and conditions, (iii) legal process in the event of any action in respect of the terms and conditions.
- b) Any of the aforesaid documents may be served by sending the same by ordinary post/personal courier to the last known address of the Account Holder and such document shall be deemed to have been served three days after the date of posting.

#### **17) Assigning Debt**

The Card Member expressly recognises and accepts that the Bank shall be absolutely entitled and have full power and authority to assign and transfer its rights in respect of any or all outstanding and dues of a Card Member to any third party of the Bank's choice and the Card Member hereby agrees to accept such third party as its Credit or and agrees to pay over such outstanding and dues to such third party. Any cost incurred by the Bank pursuant to the assignment and transfer of its rights to any third party will be debited to the Account of the Card Member.

#### **18) Breach and Termination**

- a) Breach: In the event of any breach of the terms and conditions by the Account holder or any Card Member (i) notwithstanding any other provision of the terms and conditions, the Card Member will remain liable for any loss directly or indirectly resulting to the Bank from such breach, (ii) the Card Member will be liable to pay to the Bank upon demand all amounts outstanding from the Card Member to the Bank, whether due and payable to the Bank at the date of such demand or not.



- b) Termination: (i) The Account Holder may at any time by written notice to the Bank terminate the Card Account, (ii) such notice will not take effect until the Card has been defaced (magnetic stripe and the Card number including the hologram as relevant), under intimation to the Bank and subject to Clause 4(f) of the terms and conditions, (iii) save as aforesaid neither the Card Account nor any Card may be terminated by the Card Member.
- c) The Bank may cancel any additional Card upon request from the Account Holder in writing and in such event, the Account Holder will be liable for all amounts debited to the Card Account and/or damages or related costs incurred by the Bank in respect thereof.
- d) The Bank may at any time and with or without notice as the circumstances may require, in the Bank's absolute discretion, terminate the Card Account or any Card.
- e) On termination of the Card Account and notwithstanding any prior Agreement or arrangement between the Bank and the Card Member to the contrary, (i) the total of all charges then outstanding, whether or not already reflected in the statement balance of the statement, (ii) the amount of any voluntary charge incurred after termination (with effect from the date of relevant Transaction Instruction) shall become forthwith due and payable by the Card Member as though they had been so reflected in the statement and involuntary charges will accrue thereon as applicable from time to time, as the Bank may notify in the statement.
- f) Cross Default: The Card Member expressly accepts that if the Card Member fails to pay any monies when due or which may be declared due, prior to the date when they would otherwise have become due or commits any other default under any Agreement (including the terms and conditions) with the Bank under which the Card Member is enjoying any financial/Credit/other facility, then in such event, the Bank shall without prejudice to any of its specific rights under each Agreement, be entitled to exercise all or any of its rights as set out in the terms and conditions at the sole discretion of the Bank.

## **19) Accident Insurance Claim**

- a) As an additional facility, Card Members are covered by an Insurance Policy against Accident while travelling in public conveyance where the tickets are bought using NBO Credit Card. The Card Member specifically acknowledges that in all cases of claims, the Insurance Company will be solely liable and will not hold the Bank responsible in any manner whether for compensation, recovery of compensation, processing of claims or otherwise whatsoever. The decision of the Insurance Company shall be binding on all the legal heirs/assignees of the deceased Card Member.

- b) The Card Member further acknowledges that the insurance cover so provided will be available to the Card Member as per the terms of the relevant Insurance Policy in force and so long as Card Member is and remains as a Card Member of the Bank, with his Account being good and regular and in the event of the Card facility being terminated for any reason whatsoever, the benefit of such insurance cover shall automatically and ipso facto cease to be available from such date of cesser of membership. The Bank may at its sole discretion, suspend, withdraw or cancel the benefit of such insurance cover and there will be no binding obligation on the Bank to continue this benefit.
- c) In the event of death of Card Member, the Card Member's legal heirs shall not be entitled to receive any payments, under the accident insurance policy from the insurance company unless and until all payments outstanding in the Account and payable to the Bank have been settled. The Bank shall have first charge/lien on the insurance amount and shall be entitled to adjust the insurance amount due from and to be paid by the insurance company against the outstanding amount due from the Card Member, at the time the insurance claim is settled by the insurance company.

## **20) Amendments**

- a) These terms and conditions may be amended from time to time by notice from the Bank to the Account Holder.
- b) Any such amendment shall be deemed to be effective and binding on the Applicant/Card Member.
- c) Any amendments will be deemed to have been accepted by the Card Member if the Card Member continues to keep or use the Card. In the event the Card Member is not agreeable to such amendments, the Card can be cancelled.

## **21) Jurisdiction for Disputes and Settlements and Governing Laws**

The Terms and Conditions shall be governed by and construed in accordance with the laws of the country where the Credit Card was issued. The parties irrevocably agree that the judicial courts in the country where the Credit Card is issued only will have exclusive jurisdiction to settle any disputes which may arise out of or in connection with the Terms and Conditions and that accordingly any suit, action or proceedings arising out of or in connection with the Terms and Conditions may be brought before the relevant jurisdiction.

## 22) Renewal/Cancellation

- a) Notwithstanding prior cancellation of the NBO Credit Card, The Cardholder shall be obliged to renew and pay the annual fees of the NBO Credit Card in the event there is an outstanding amount on the card or not prior to the expiry date of the NBO Credit Card.
- b) In the event the Cardholder demands to cancel the NBO Credit Card, the Cardholder shall be obliged to pay the cancellation fees.

## Credit Shield

Credit Shield is an optional insurance program designed to protect you from the liability of paying the outstanding amount on your Credit Card in the event of Critical illness, Permanent Disability and at the unfortunate event of death.

Credit Shield thus provides you peace of mind to tide over contingency situations by taking care of your NBO Credit Card dues.

Credit Card outstanding (up to specified limits) are paid by the insurance company in the event of permanent disability, Critical illness and at the unfortunate event of death of the NBO Credit Card customer.

Critical illness means the first diagnosis of any of the following illnesses first occurring after the acceptance date (Date of Enrollment)

- Blindness
- Malignant Cancer
- Chronic Renal Failure
- Coronary Artery Bypass Surgery
- Heart Attack
- Major Organ Transplant Surgery
- Stroke

### Eligibility

Credit Shield is available to all NBO Credit Card customer within the age of 18 and 65.

### Fee

You pay as low as 0.59% of your Credit Card outstanding and what's more; if you have no outstanding on your Card, you pay absolutely nothing and still enjoy the cover.

For any further queries, please call on 24770000 or visit our branch.

### Free Look period

3 months is the free period during which time you will have the opportunity to try out Credit Shield and incur no costs what so ever. In case you do not wish to continue with this feature you

would need to call the Call Centre and deregister. Should you wish to register at a later time, this is possible.

### **Terms and Conditions**

1. All the insured members are automatically covered from the date of commencement.
2. The first three months of the cover is free of charge and there after a nominal rate of 0.59% will be applied on the total outstanding amount in each month's Credit Card Statement.  
E.g. If your outstanding is RO 100, you pay RO 0.590  
If your outstanding is RO 1000, you pay RO 5.900  
If your outstanding is nothing, you pay nothing
3. The Cardholder should be within the age of 18 to 65 years
4. The Territorial Limit is 'worldwide'.
5. The cover is subject to the jurisdiction of the competent courts of the Sultanate of Oman.
6. Death or total permanent disablement or critical illness could be due to any cause except those expressly excluded.
7. Credit shield scheme policy is automatically activated from the date of first usage of the Credit Card and shall be applicable only to Primary Cardholders. The Primary Cardholder may opt out of the scheme at any time. However, in the event the Primary Cardholder is over the age of 60 or has attained the age of 60, the option to deactivate the Cover shall no longer apply and the Credit shield shall become mandatory

### **Scope of Cover**

Death due to any cause/permanent total disability/critical illness. In respect of death, Permanent total disablement or Critical illness of the primary Cardholder, the Cardholder's indebtedness as on the date of event is subject to maximum of RO 11,000.

### **Disclaimer:**

The insurance policy is underwritten by Oman Insurance Company (P.S.C) Limited.

National Bank of Oman shall not be responsible for Oman Insurance Company (P.S.C.) actions or decisions nor shall National Bank of Oman be liable regarding payment of claims under the policy.

## EPP Terms and Conditions

The word 'Card' means all Credit Cards issued by National Bank of Oman (NBO) and the word 'Card Member', means the holder of a Card participating in the Easy Payment Plan or EPP (defined below).

These terms and conditions will apply in conjunction with the provisions set out in the NBO Credit Cards terms and conditions, which prevails over any previous terms and conditions with regards to the EPP. All expressions here will have the same meaning as set out in the NBO Card's terms and conditions except where the context otherwise requires or where express stated to the contrary.

'EPP' means NBO Easy Payment Plan which allows the Card Member to repay certain Card transaction(s) in monthly instalments in accordance with these terms and conditions.

1. EPP is open to NBO Card Member accounts (Card Account) only.
2. Only Card Members with good standing or whose Card accounts are not in default or in breach of the NBO Card's terms and conditions or are not in over limit are eligible to apply for the EPP. The Card Member must meet the minimum acceptance criteria determined by NBO when the Card Member applies to NBO for the EPP. (EPP will not eligible for closed A/c, delinquent card holders)
3. The Card Member must specify in the application to NBO the individual purchase transaction (Single Purchase) and/or multiple purchase transactions (Multiple Purchases) (collectively, the Purchase(s) and reference to a Purchase is either or a combination of them, as the case may be), which the Card Member wishes to convert under the EPP (EPP Amount). Only Purchase(s) that fulfill these terms and conditions can be converted under the EPP. The EPP does not apply to cash and cash based transactions.
4. The minimum amount eligible for conversion under the EPP is RO100
5. A Purchase can only be converted under the EPP if the Purchase has been debited to the Card Account but have not been recorded in the current statement of account forming part of the outstanding Current Balance due at the point of the conversion into the EPP Amount under the EPP.
6. The Card Member must choose a period of time in the application for the payment of the Purchase(s) (EPP Tenure) under EPP.

During the EPP Tenure, the EPP Amount in aggregate must be paid by way of equal monthly instalments, EPP Monthly Instalment). The Card Member is not at liberty to change the EPP Tenure and/or the EPP Monthly Instalment.

7. The approval or otherwise of the Card Member's application

will be subject to, among others:-

- a. The status of the Card Member's Card Account;
  - b. The status of the transaction at the point of conversion; and
  - c. The discretion of NBO as it deems fit in any case.
8. Subject always to Clause 6 above, the EPP Monthly Instalment will be billed to the Card Member's Card Account commencing on the immediate next statement of account date following NBO's approval of the Card Member's application.
  9. In the event of any delay or failure to pay any EPP Monthly Instalment in full on or before the Payment Due Date specified in the Card Member's statement of account (instalment default payment event), such charge as is applicable to the ordinary transactions in accordance with the NBO Card's terms and conditions (Finance Charge) will apply to the EPP Monthly Instalment amount to which is outstanding. Despite so and in addition to the above, in the event of three (3) or more consecutive instalment default payment events, all monies due and owing under the EPP, comprising of the total outstanding EPP Monthly Instalment and the total unbilled principal of the EPP, together with the applicable Finance Charge and balance of all other monies due and owing under the EPP will be due and payable by the Card Member.
  10. Subject to NBO's approval, the Card Member may at any time cancel his participation in the EPP or elect for early settlement of the EPP Amount by calling NBO call centre.
  11. Without prejudice to any of the clauses or provisions of these terms and conditions, if the Card Member is in breach of any provisions of the NBO Card terms and conditions or these terms and conditions or in the event of cancellation of the Card or termination of the Card Account or the Card Account whether voluntarily or involuntarily closed for whatever reason, all monies due and owing under the EPP, comprising of the total outstanding EPP Instalment and the total unbilled principal of the EPP together with the applicable Finance Charge and balance of other monies owing under the EPP will immediately become due and payable by the Card Member and NBO may as it deems fit, charge it to the Card Account where the NBO Card terms and conditions will apply to all the said instalments or balance remaining, without prejudice to the rights and remedies of NBO under the NBO Card terms and conditions.
  12. The normal Finance Charge mentioned in the Card's terms and conditions is chargeable if the EPP Monthly Instalment is not received by NBO in full on or before the Payment Due Date specified in the statement of account. Any unpaid EPP Monthly Instalment outstanding on the Payment Due Date specified in the statement of account may be capitalised on each Payment Due Date and subject to the applicable finance charges until

full repayment of the outstanding amounts. Therefore and in accordance with the NBO Card's terms and conditions in the event the amount stated in any monthly statement of account to be the Specified Minimum Payment is not received in full, the applicable finance charges shall be levied on the unpaid balance which may include the EPP Monthly Instalment or part of it in accordance with the NBO Card's terms and conditions.

13. The EPP Monthly Instalment forms part of the Card Member's Specified Minimum Payment as defined in the NBO Card's terms and conditions stated as due in the Card Member's statement of account.
14. The Card Member can apply for more than once for EPP so long as the Card Member qualifies for the EPP in accordance with these terms and conditions.
15. The EPP is valid only up to the EPP Tenure opted by the customer. For the avoidance of any doubt:

Nothing contained here will be construed as an obligation on NBO to extend the EPP;

NBO reserves the right to, as it deems fit, vary or change these terms and conditions from time to time with prior notice by way of posting on NBO online found at [www.nbo.om](http://www.nbo.om), or in any other manner deemed suitable by NBO. The Card Members agree that their participation in the EPP will be considered to be their acceptance of these terms and conditions (which may be varied or changed).

16. All matters of disputes are subject to the final decision of NBO.
17. NBO reserves the right to describe any of the expressions contained here in a different manner in the statement of account and such descriptions in the statement of account will not be construed against NBO as having a different meaning stated here.
18. The Card Member who is filling the EPP application during the period from 22<sup>nd</sup> to 25<sup>th</sup> of every month need to note that their transaction may not be converted to EPP as it is the statement cut off period and hence the transaction would be billed. If the Card Member's repayment mode is 100% then it may not be converted into EPP or else if the repayment mode is 5%, the card member's transaction will be converted into EPP.