

Agreement governing the conditions of owning and using a Credit Card

The customer/account holder certifies having been informed about all the conditions and provisions mentioned in the present agreement and having accepted them and that by signing this agreement he/she falls under its provisions.

General conditions concerning the demand for issuing a credit card

1. The credit card is issued upon the approval of National Bank of Kuwait (Lebanon) S.A.L. (hereinafter referred to as, the Bank) and when he/she receives it, the account holder must sign in the appropriate place on the back of the card. The account holder must also sign the letter that confirms the receipt of the card. The Personal Identification Number (PIN) will be received by SMS on the mobile number mentioned in this application. The card and the additional card or cards are always considered as the property of the Bank and must immediately be returned by the account holder when he stops using them.
2. The account holder commits himself to personally use the card and to preserve it and preserve the PIN. He also commits himself not to expose the card or the PIN to any loss and not to make any modification or provoke the modification or the distortion of the data it contains.
3. The Bank will maintain a credit card account under the customer ID concerning the card (the card account) in order to register the amount of the purchased goods, services, cash advances, charges and the expenses resulting from the usage of the card(s) and from any other engagements for the account holder occasioned by virtue of these conditions and provisions and any losses suffered by the Bank for using the card. A credit card statement showing the amounts registered on the credit card will be sent to the account holder on the email address mentioned in this application. Any dispute regarding the contents of the statements must be sent by the account holder, in writing, to Customer Protection Unit within 5 days from the date of the statement dispatch; otherwise, it is considered that the customer has received and accepted these statements.
4. The Bank is entitled, at the request of the account holder to issue an additional card or cards to any eligible person designated by the account holder. The conditions and provisions mentioned in this agreement apply to the holders of the additional cards.
5. The Bank is entitled to cancel any card or additional card(s) without revealing any reason or presenting a previous notification, and without bearing any responsibility as a result. The Bank is also entitled to request the restitution of the card/the additional card.
6. The holders of the card and the additional cards are jointly and severally responsible for all the transactions undertaken by using the card or the additional card even after the invalidation of the card or the termination of the present agreement.
7. The cardholder is responsible towards the Bank for all non-face-to-face transactions and will indemnify the Bank for any paid amount through such transaction.
8. The value of all the transactions will be registered on the Fresh settlement account according to the instructions of the account holder. If the transactions are in another currency, they will be registered in the card's account of the customer after transferring them to the currency of the Fresh settlement account according to the exchange rate determined by the cards scheme and CSC Bank S.A.L.
9. The account holder takes on all the responsibility for the transactions undertaken through the card(s) and the Bank's records concerning these transactions will be definitive and binding for the account holder. Therefore, the account holder entitles the Bank to register any withdrawal or transfer made through the card(s) on the account determined by him even if these withdrawals or transfers were made without the knowledge or the consent of the account holder.
10. The Bank will not be responsible if any third party refuses to receive payment through the card (especially any retailer or any other commercial establishment or other bank). Moreover, the Bank will not take on any responsibility or interfere in the relation between the cardholder and the persons he deals with through the card (especially the retailer, the commercial establishment or any other bank).
11. If the card is lost or stolen, the cardholder must notify CSC Bank S.A.L. immediately in order to take the appropriate measures. Meanwhile, the cardholder and the account holder will remain responsible for any withdrawals made through this card. The cardholder must also notify the official authorities that the card was stolen or lost according to the legal rules in force and give a certified copy of this notification to the Bank.
12. In case the lost card is found, the account holder must notify the Bank and the official authorities without trying to use this card and by returning it to the Bank.
13. According to its absolute discretionary right, the Bank can approve or refuse the emission of a substitute card for any lost or stolen card. In case of approval, the new card will be issued with the same conditions and provisions followed in issuing the original card. The Bank will keep its right to register the substitution charges on the customer's account according to the value determined by the Bank.
14. The account holder renounces his/her rights for any dispute exceeding the card(s) limit(s).
15. Benefits offered by the card network/processor (MasterCard, Visa, etc...) might be amended or cancelled by the latter without prior notice and without any responsibility on the Bank.

Credit limits

16. The Bank sets a limit of credit to the card's account, a limit that cannot be exceeded without a previous consent of the Bank.
17. If the account holder exceeds the credit limit without a previous consent, the Bank is entitled according to its evaluation to immediately cancel the card without notifying the account holder. Therefore, all the unpaid sums will become payable and immediately due.
18. In all cases and in case of exceeding the credit limit, the Bank will continue to charge debit interest on the card's account plus penalty. Debit interest and penalty are always determined by the Bank.

Charges

19. The account holder accepts to be debited with an annual flat sum upon benefiting from the card(s). This sum is fixed by the Bank and cannot be restituted.
20. The Bank will charge administrative fees in exchange for withdrawal operations to the card's account for an amount determined by the Bank.

Payment/Settlement and the delayed interest

The payment of the current withdrawals by virtue of the card will be made in Fresh USD and according to the following provisions:

21. The Fresh USD (new Funds) refers to any amount in U.S. Dollars Currency in cash or transferred from abroad (provided that the bank is acceptable to the Bank).
22. The monthly statement of the card activity and payments will be sent to the account holder at the end of the period determined by the Bank. The statement covers, in addition to the card activity, the details of the past due and unpaid amounts on the card's account and the date on which the amount is due to the Bank. The minimum amount to be paid includes any previous due and unpaid sums in addition to accrued interest and penalty charges, in case of overdues. This card statement is issued by CSC Bank S.A.L. being the Cards Management Service provider to National Bank of Kuwait (Lebanon) S.A.L.
23. No interest will be charged if the outstanding amount is fully paid on the due date or before, provided the starting balance of the billing cycle is nil. This does not apply to cash withdrawals which are charged interest starting from the day of the withdrawal (back value one day).
24. If the amounts are not paid on the due date or before, an interest will be charged daily and added to the outstanding amount starting from the maturity date of the bill. This interest will be added to the due and unpaid balance of account and to any additional amount resulting from any new transaction on the card's account from the date of maturity of every new bill and until the settlement is made.
25. In addition to the interest due on the unpaid amounts and in case the account holder fails to pay the minimum amount determined by the Bank, a delay penalty will be paid by the account holder.
26. The customer authorizes the Bank and the Bank has the right to use any amount available in other fresh account(s) in the name of the account holder or in the name of the guarantor to liquidate the account holder's engagements and to cover any due amount resulting from the use of the card. Failure to pay due payments for a period determined by the Bank will lead to the cancellation of the card and the balance will be due for collection.
27. The Bank keeps the right to determine and modify the interest or the annual charge at any time according to its discretion, and these modifications are considered directly and duly notified to the account holder once issued by the Bank. The account holder also agrees that using the card after the modification of these conditions and provisions come into force will be considered as an approval of these modifications without reserve.
28. The account holder will be informed about the list of charges and interest rates applied to the card's account at any branch of the Bank or its e-channels.

Revocation and termination of this agreement

29. The Bank can dissolve and terminate this agreement at any time by revoking the card or the additional card(s) or by refusing to renew the card or the additional card(s) with or without a notification and with or without determining the reason especially if the account holder and cardholder do not abide by the conditions and provisions mentioned in the present contract for any reason at all.
30. The account holder can dissolve the agreement attached to the card or the additional card by making a simple notification to the Bank and returning the original card and any additional card(s).
31. All the amounts charged to the card's account and any amount due as a result of using the card and/or any card or additional cards and that were not paid or charged to the card's account will become mature and due to the Bank when the agreement is terminated. The account holder expressly agrees that the Bank has the right to seize for a period of up to 45 days from the termination date any amount deposited in any other account in the name of the customer whatever the nature of the amount could be.
The account holder delegates the Bank by virtue of the law of September 3, 1956 concerning the banks secrecy to transfer any sum debited with as a result of using the card from his joint and/or regular accounts. The Bank is also entitled to seize for the same period any amount in any kind of account opened in his/her name in any NBK foreign branches or subsidiaries and to this end, the customer exempts the Bank from the provisions of the Bank's secrecy. The Bank has the right to net between the balance due to the account holder or guarantor and the amounts seized by the Bank without notifying the account holder.
32. In case of declaring the bankruptcy or the death of the account holder all the indebted sums will be immediately due and the holder(s) of the additional card(s) must immediately stop using the cards and return them to the Bank. In case of death, the heirs will be responsible for any unpaid amount and must compensate the Bank for any expenses including the legal fees paid or incurred by the Bank to recover these unpaid amounts.

Contact Point Verification

33. The account holder authorizes the Bank to verify the contacts as provided in the present application or any other account document. The verification can be made by way of calling any or all of the telephone numbers of the account holder's residence, business/office, mobile phone and/or Human Resources Department of his/her employer.

General Provisions

34. According to its absolute discretionary right the Bank can reject, fully or partially, any amount due to be paid by the account holder especially if it falls outside the present terms and conditions or outside the applicable laws and regulations.
The account holder delegates the Bank to designate an agent to recover any unpaid amounts. The account holder must pay all the charges caused by the recovery of the unpaid amounts, legal expenses after adding the interest.
35. The account holder exempts the Bank of the bank's secrecy provisions in force by virtue of the law of September 3, 1956 and signing the present contract will be considered as the written authorization stipulated in the above mentioned law.
The account holder authorizes the Bank to provide National Bank of Kuwait S.A.K.P., its branches inside and outside Lebanon, as well as its correspondent banks, representatives, subsidiaries, and affiliated companies, any rating agency, insurer or insurance broker of, or direct or indirect provider of credit protection with all the banking information related to this contract, whether upon their request or for internal processing purposes. The Account holder also authorizes the Bank to obtain all information that may be required from the said entities in connection with this contract. This authorization is valid pursuant to the provisions of the Banking Secrecy Law.
36. The account holder must provide the Bank with any information or declarations especially concerning his financial situation and credit profile/history. If the account holder does not provide the Bank with any of the requested information, the Bank will be entitled to cancel the present agreement according to its discretionary right.
37. The account holder must notify the Bank of any change that affects the address or the telephone numbers of its domicile/work.
38. All the customer's accounts, regardless of their nature or their currency shall be considered interconnected and are considered as a part of the general relationship with the Bank. The separation of the accounts is only for administrative purposes and was only made at the request of the account holder and in his own interest.
39. The account holder confirms that only the records of the Bank have the probative value for the amounts due to the Bank or due to be paid by the account holder as a result of the transactions subject to this contract and concerning all the accounts opened by the account holder.

40. The Bank can modify these conditions and provisions and also the special provisions at any time without the need to obtain the account holder's consent and the declaration of these modifications will be made by the means the Bank considers appropriate to be a valid notification in the face of the card's holder. In case the account holder doesn't accept any of the modifications, he/she must return the card and the additional card(s) to the Bank in order to cancel it/them and the account holder must pay all the amounts he/she is indebted with as a result of using the card.
41. The Bank will not be responsible for any loss suffered by the account holder if the Bank could not or has delayed providing the card holder with any banking services or any other services for any reason at all.
42. The account holder remains responsible for the unpaid amounts, the interests and the other charges if the Bank was unable for any reason to submit or send a statement of account to the account holder.
43. The account holder confirms that he/she accepts the provisions and conditions mentioned above after having been informed about them and that by signing them they come into force. The account holder confirms that this agreement is organized and falls under the Lebanese Law provisions, and only the courts of Beirut will be competent to settle all the disputes related to this account.