

## SABB Umlaty Visa Card Terms & Conditions

### Important:

Before you use your Umlaty Visa Card (the "Card") issued by the Saudi British Bank ("The Bank"), please carefully read this Account Holder Agreement.

### 1. Issuing and use of Card(s):

- 1.1 Use of the Card is restricted to the "Account Holder", and the continued use of the Card shall be deemed an acceptance by the account holder of the terms and conditions in this agreement.
- 1.2 The Card remains valid until its date of expiry mentioned on the Card and it shall be renewed automatically unless cancelled/terminated according to Clause 8.
- 1.3 The Account Holder will not permit any other person to use the Card and will at all times safeguard the Card and its Personal Identification Number (the "PIN"), and keep it under his/her personal control.
- 1.4 The Bank will maintain an account in the name of the Account Holder (the "Account") to which the value of purchases of goods and services, fees, charges and any loss incurred by the Bank arising from the Account Holder's use of the Card shall be charged including the legal fees and any other obligations.
- 1.5 The Bank may issue Supplementary Card(s) to any person nominated as a Supplementary Account Holder by the Account Holder. The Terms and Conditions of this Agreement shall apply to any Supplementary Card(s) and the term the "Card" shall whenever applicable include such Supplementary Card(s).
- 1.6 The Account Holder shall be bound by and be liable for the use of any Supplementary Card(s).

### 2. Conditions related to the Account

Managing your account and wallets

- 2.1 The Bank will provide the Account Holder with the Card which is a reloadable Visa card with a nominal limit of SAR10.00. and a multiple currencies Account Wallets offered at the Bank's discretion.
- 2.2 The Bank may, from time to time as deems appropriate, remove and add currencies. The Account Holder has access to Account Wallets through the Card and can use it to make purchases or withdraw cash from ATMs worldwide and locally wherever Visa is accepted. The Card allows the Account Holder to take up a number of currencies in addition to SAR as the default currency for the account. The bank can also increase the number of currencies as it deems appropriate from the available currencies.
- 2.3 The bank reserves the right to limit the amount of funds that can be used daily or during a specified period, or to restrict and / set limits on the daily transfer of funds across the accounts of the Account Holder and the wallets. For more information about restrictions or limitations, please refer to the SABB Umlaty page on the SABB website.
- 2.4 The Account Holder can purchase the foreign currency from the SAR wallet and credit to the Account Holder's respective foreign currency wallet immediately at the prevailing currency conversion rate at the time of purchase of the currency. Where the foreign currency market is closed during the weekend or public holidays, the last prevailing currency conversion rate will be used.
- 2.5 The Account Holder has the right to object to any amount imposed on the account, taking into account the provisions of article 5 of this agreement and the agreed and prevailing charges.
- 2.6 The value of all Card Transactions will be charged to the Account in the appropriate currency of the Account Wallet as advised by the Bank. Card Transactions, which are effected in currencies other than the Account Wallet currencies, will be debited to the Account after conversion into the Default Account Currency (SAR) at the prevailing rate of currency exchange. The following example illustrates the method applied when converting the transaction and debiting it to the default currency account (SAR):

The currency	X
Transaction amount (A)	100
Conversion rate to SAR- (B)	4.00
Amount in Saudi Riyals (A) * (B) = (C)	SAR 400
Transaction exchange fees in foreign currencies not available in Card (D) (Including %15 VAT)	2.65%
Foreign currency transaction exchange fees (C) * (D) = (E)	SAR 10.6
Total amount to be Debited to the default currency account (C) + (E)	SAR 410.6

- 2.7 If there are insufficient funds available in the Account Holder's wallets, a transaction at POS or ATMs will be declined and the Account Holder can choose to transfer from his or her default wallet or transfer money from his or her current account to any of the wallets. All transfers made will be available in real time for use.
- 2.8 There will be no charge for loading the Card from the Account Holder's current account to the default currency (SAR) or to any of the foreign currencies offered by the Bank and as applicable, and the Account Holder acknowledges that the purchase price of the currency differs from the selling price of the same currency even if the transfer made on the same day.
- 2.9 The Account Holder will be informed through the mobile application of the foreign currency conversion rate of the desired currency before the transfer is confirmed. Once the Account Holder confirms the transaction, this shall be considered as an acknowledgment and acceptance to the currency conversion rate.
- 2.10 The Bank may remove or add any currency at any time after the Account Holder has been informed within 30 days. The Bank does not guarantee that it will continue offering all available currencies during the Account Holder's application for the Card.
- 2.11 If the Account Holder wants to load a foreign currency from the available balance of another foreign currency, the currency will be first converted to the default currency (SAR) and then to the other currency at the currency conversion rate that the Bank uses, which will be shown prior to transfer of currency. Once the Account Holder confirms the transaction, this shall be considered as an acknowledgment and acceptance to the currency conversion rate.
- 2.12 The Account Holder can check the available balances of the default currency or any of the foreign currencies through online banking services or the approved mobile applications.
- 2.13 The Bank does not provide any credit limit for the SABB Umlaty Visa Card. For all ATM and POS transactions, the available funds in the individual wallets will be deducted based on currency of the ATM/POS. If there are insufficient funds, the transaction will be declined even if there is sufficient balance in the wallets of other currencies.
- 2.14 In case any transactions processed on the Card without sufficient balance to cover their value, the Bank has the right to deduct the amounts from any other wallet currency or accounts of the cardholder, even if this leads to overdraft of the customer's account.
- 2.15 If the balance of any of the card's wallets becomes overdrawn against the transactions made using the Card or any fees due, the Account Holder must cover the overdrawn balance immediately. The bank has the right to use and transfer any amounts available in any of the other accounts of the Account Holder with the bank, in order to pay or cover the overdrawn balance.

## **2.16. Dormant, unclaimed and abandoned accounts:**

With regard to Card transactions, the following shall be considered:

- 2.16.1 The Card account is considered active if no more than 24 calendar months has elapsed from the date of last financial transaction, for example but not limited to (purchase, withdrawal and e-commerce transactions) conducted by the primary or supplementary cardholder through any approved banking channel.
- 2.16.2 The Card account is considered dormant if more than 24 months has elapsed from the date of the last financial transaction, for example but not limited to (purchase, withdrawal and e-commerce transactions) conducted by the

primary or supplementary cardholder through any approved banking channel.

2.16.3 The Card account is considered unclaimed if 60 months has elapsed from the date of the last financial transaction, for example but not limited to (purchase, withdrawal and e-commerce transactions) conducted by the primary or supplementary cardholder through any approved banking channel.

2.16.4 The Card account is considered abandoned if 180 months has elapsed from the date of the last financial transaction, for example, but not limited to (purchase, withdrawal, e-commerce transactions) conducted by the primary or supplementary cardholder through any approved banking channel.

2.17 The maximum amount the Account Holder can withdraw from ATMs per day is SAR5,000 or foreign currency equivalent. This may differ in other jurisdictions and the country in which the card is used, and the Bank has no control over the limit set by other bank's ATMs overseas, especially if it is less than the daily withdrawal limit mentioned in this article or any amendment thereof.

2.18 The Bank's record of transactions processed by the use of the Card at any ATM shall be conclusive and binding for all purposes.

2.19 The Bank shall not be responsible for any loss or damage arising directly or indirectly from any malfunction/failure of the Card or any ATM arising out of the Account Holder's mistake, the temporary insufficiency of cash in such machines or any other reason either within or beyond the Bank's control.

2.20 The maximum value of purchases per day using the SABB Umlaty Visa Card is SAR75,000 or its foreign currency equivalent. The Account Holder can also select a lower daily purchase limit from the online banking or approved mobile application.

2.21 The Bank shall not be liable for the refusal of any institution, merchant or online store to accept or honour the Card, nor shall the Bank be responsible in any way for the goods or services supplied to the Account Holder. The Account Holder must resolve any such complaints directly with them. The Bank shall have no responsibility in this respect. No claim by the Account Holder against any of those parties may be the subject of a claim against the Bank.

2.22 The Bank will credit the Account Holder's Card Account with the amount of any refund only upon receipt of a properly issued credit voucher from those parties.

2.23 In some merchant establishments like hotels and car rental companies, a form of guarantee, also called pre-authorisation, may be requested with a payment card, the Account Holder can use the Card to carry out the pre-authorization process, and the bank will deduct the value from the funds available in one of the card's wallets.

2.24 The Account Holders must not use the Card for any unlawful purposes, including the purchase of goods or services that are prohibited in the Kingdom of Saudi Arabia and the country in which the payment process is made, or the provision of the service or product and / or is prohibited by the rules and provisions by the Shariah laws. In case of such use, the Bank reserves the right to cancel the original Card and any Supplementary Cards without the need to obtain the prior consent of the Account Holder and without the need to notify him/her.

### 3. Lost or Stolen Cards

3.1 Lost or stolen card must be reported to the Bank's Call Centre on one of below numbers. It is also necessary to inform the nearest police station and provide the bank with a copy of the report issued by the police station which issued the report.

3.2 The Account Holder will be responsible for any unauthorized Card Transactions effected before notification of the loss or theft has been received by the Bank through the available official bank channels stating the card was lost or stolen.

3.3 Without prejudice to the responsibility of the account holder for transactions that take place on the card and / or any of the supplementary cards as mentioned in Article 3.2 above, the maximum potential liability on the account holder as a result of loss / theft of the cards will not exceed the available balance in the card account.

Product	Toll Free (within KSA)	From outside KSA
SABB Umlaty Visa Card	800 124 3000	+966 11 4062833

- 3.4 Provided that the measures mentioned in Article 3.2 and Article 3.3 are taken, the bank will stop the reported card, and the account holder will thereafter have no further liability provided that he had reported in good faith and exerted all necessary care and effort to preserve the card, unless it was proven to the bank that the cardholder's act was done in bad faith or it appeared to the bank that the card transaction/s were correct and were carried out with the knowledge of the account holder. In the event that the card is found, the account holder must notify the bank and the police and deliver the found card immediately to any of the bank's branches in the Kingdom of Saudi Arabia in order to be destroyed. The account holder must not make any attempt to use the card.
- 3.5 Without prejudice to the obligations of the account holder to safeguard the card and the card's PIN in accordance with Article 3.1, the account holder shall be responsible for all losses incurred by the bank as a result of using the card by any person who obtains it with the consent of the account holder, and the card user's obtaining of the card data and its PIN (if the user is not himself the owner of the card) is regarded as acceptance of the cardholder to use it by the user, which is considered a breach and a violation of the terms and conditions of this agreement.
- 3.6 The bank may, at its sole discretion, agree to issue a replacement card for any lost or stolen card, which will be issued under the same terms and conditions of the original card or as amended from time to time. The bank reserves the right to charge a replacement fee / management fee on the account holder's account and notify the account holder accordingly.

#### **4. Card Transactions**

- 4.1 The account holder shall be responsible for all transactions made on the supplementary card, if issued.
- 4.2 The account holder can view all transactions made through ATMs, points of sale and online on this card and print them through online banking services or mobile applications approved by the bank.

#### **5. Payments and Obligations**

- 5.1 The account holder can view his transaction history through the online banking services provided by the bank. If there is any objection to any transaction, the account holder must notify the bank within 30 days from the date of the account statement. The bank shall charge a fee for each claim submitted by the customer to the bank objecting any transaction if it is proved to the bank that the objection is not valid.
- 5.2 The account holder will be responsible for all obligations when dealing online with the card, and the bank will not guarantee the legality or fact of the existence of the online store used through on line network.
- 5.3 Account Holder's funds will be accessible to all Supplementary Cardholders. The Primary Account Holder may set limits on the Supplementary Cardholder's usage of the available funds at any time and at the Bank's discretion and within the allowed limits approved by the bank, based on the total available funds at any one time on the primary account
- 5.4 If it is proven that the card holder and/or the account holder is engaged in any fraudulent behaviors relating to the disputed transactions, and if the card holder refuses to provide relevant necessary materials and documents for the investigation of the disputed transaction, the bank shall have no liability for the disputed transactions, as the bank deems necessary for this, the bank will not assume any responsibility for the disputed transactions, and the bank shall have the right to claim from the account holder any sums, losses or expenses incurred by the bank to verify or attempt to verify the validity of any disputed transactions.

#### **6. Fees:**

- 6.1 A non-refundable issuance fee will be charged on the account holder upon issuance of the card as shown in the table below.

The following table shows all the fees for the card:

Issuance Fee*	SAR 115
Annual Fee*	SAR 86.25
Replacement Fee *	SAR 57.5
Transaction dispute Fee *	SAR 57.5
Cash withdrawal Fee (international)*	SAR 23
Cash withdrawal Fee SABB ATMs (local)*	SAR 5.8
Cash withdrawal Fees Non-SABB ATMs (local)*	SAR 23
Exchange Fee for transactions in foreign currencies not available on the card *	%2.65

\* Charges are inclusive of Value Added Tax at the prevailing rate as determined by the Saudi Government (%15 as of July 1st 2020).

- 6.2 The bank reserves the right to amend the Card Fees and / or any of the terms and conditions herein at its absolute discretion. The bank will notify the account holder of these modifications through official channels 30 days prior to the effective date of the amendment. Using the card after the effective date of any amendment to these terms and conditions (as may be specified in the Bank's notice) will constitute acceptance without reservation by the Account Holder of such change. However, in case of his objection or non-acceptance, the Account Holder has the right to terminate the Account and Card before the amendment takes effect.
- 6.3 The Account Holder must pay all costs and fees payable on the Account, which include, but are not limited to: issuance, replacement and renewal of the card. The bank reserves the right to automatically deduct the fee and charges from the cardholder's Wallet or current account with the bank. Except as expressly excluded under this Agreement and/or any subsequent amendments thereto, the fees described in Article 6.2 are non-refundable and subject to change according to Article 6.3.
- 6.4 The account holder has the right to change his opinion on obtaining the card by canceling it within the first ten days from the date of issuance of the card as long as the card is not activated but this article does not apply to subsequent renewals of the card.
- 6.5 In case the customer requires a replacement card to be sent overseas, the customer will bear the prevailing courier charges and these will be debited to the Card account, bearing in mind that the costs and fees for sending the card outside the Kingdom will not be known until it is delivered to the courier representative and the account holder shall authorize the bank to provide the courier company's representative with the necessary documents and information in order to enable him to hand over the card to the account holder and to reach him.

## **7. Card Renewal / Cancellation:**

- 7.1 The card will expire within 3 years from the date of issue or any other date specified on the card.
- 7.2 The account holder has the option to cancel the card at any time, bearing in mind that any fees or charges will not be refunded to the account holder or reversed Unless the agreement is terminated before the card renewal date.
- 7.3 The account holder's card will be automatically renewed one month before its expiration date and the bank is entitled to charge renewal fee once the card is renewed, and the bank will continue this procedure unless the account holder notifies the bank to cancel or terminate the card according to the provisions of this agreement.
- 7.4 The bank has the right to suspend the card automatically and without the need for the prior consent of the account holder if a fraud is detected on the card and / or if the bank attempts to communicate with the account holder or the holder of the supplementary card (whether it is the account holder or another user as per the bank's records) and there is no response from him, as the case may be, and the bank may issue a replacement card immediately after the card is canceled.
- 7.5 Any reference to "the card" in this Article 7 includes the supplementary card.

## **8. Termination of the Agreement**

- 8.1 The bank may terminate this agreement at any time by canceling the card with or without prior notice and with or without specifying any reason, or may refuse to renew the Card. The Account Holder may also terminate the Agreement at any time by written notice to the Bank and shall return therewith the Card and any Supplementary Cards.
- 8.2 The whole balance remaining on the Account Holder's Account shall be returned to the Account Holder's existing Current or Savings account on the termination of this Agreement. All foreign currency amounts will be converted at the prevailing currency exchange rate provided by the bank according to the currency of the current account / saving account of the cardholder.
- 8.3 The Card remains the property of the Bank at all times and shall be returned to the Bank upon request, together with any Supplementary Card(s) for which the Account Holder is liable.
- 8.4 Where this Agreement relates to the use of a Supplementary Card, the Account Holder may terminate this Agreement (in so far as it relates to the use of the Supplementary Card) by written notice to the Bank accompanied by the return of the Supplementary Card.
- 8.5 If, for any reason, the Account Holder fails to comply with the Terms and Conditions of this Agreement or refuses to accept any amendments, the Bank may terminate this Account Holder Agreement and proceed to refund any balances on the card to the Account Holder's Current/Savings Account. Outstanding balances of foreign currencies on the card will be converted at the prevailing exchange rate at the time of transfer which may be different when these currencies were loaded to the various card wallets. The Account Holder shall be responsible for all costs, charges and expenses incurred by the Bank including legal fees on a full indemnity basis.

## **9. Authorization and indemnity for telephone and facsimile instructions**

- 9.1 The Account Holder authorizes the Bank to rely upon and act in accordance with any notice, instruction demand or other communication which may from time to time be, or purport to be given by telephone, through internet or facsimile by the Account Holder or on his/her behalf (the "Instructions") without any enquiry on the Bank's part including, without prejudice to the generality of the foregoing, as to the authority or identity of the person giving or purporting to give the Instructions and regardless of the circumstances prevailing at the time of receipt of the Instructions.
- 9.2 The Bank shall be entitled to treat the Instructions as fully authorized by and binding upon the Account Holder and the Bank shall be entitled to take such steps in connection with or in reliance upon the Instructions as the Bank may consider appropriate, whether the Instructions include Instructions to pay money or otherwise to debit or credit any account, or relate to the disposition of any money, securities or documents, or purports to bind the Account Holder type of transaction or arrangement whatsoever, regardless of the nature of the transaction or arrangement or the amount of money involved.
- 9.3 The Account Holder hereby irrevocably undertakes to indemnify the Bank and to keep the Bank indemnified against all losses, claims, actions, proceedings, demands, damages, costs and expenses (including the legal fee) incurred or sustained by the Bank of whatever nature and howsoever arising out of or in connection with the Instructions.
- 9.4 The instructions shall remain in effect until the bank receives notice of termination from the account holder, but the account holder will not be relieved of any liability under these terms and conditions in relation to any procedure that was carried out in accordance with the terms and conditions contained in this agreement.

## **10. General Terms**

- 10.1 Whenever required by the Bank, the Account Holder shall furnish data concerning his/her financial position to the Bank. The Account Holder further authorizes the Bank to verify the information furnished. If the data is not furnished when called for, the Bank at its discretion may refuse renewal of the Card or cancel the Card forthwith.



- 10.2 In the event of a conflict between the Arabic text and the English text, for any of the terms and conditions stated herein or in any other document, the Arabic text shall prevail.
- 10.3 The account holder must notify the bank in writing as soon as possible of any changes to his address or contact information with him. The bank's sending of any correspondence or notices to any of the addresses indicated in the bank's records on the date of its sending is considered a valid notification made to the account holder and the account holder has no right to object alleging that he had not received that notification or correspondence as long as he had not notified the bank of any change in its address before the bank sends that notification or advice.
- 10.4 The Account Holder authorizes the Bank to disclose information concerning the Account Holder and Supplementary Cardholder or the Account Holder's and Supplementary Cardholder's Account to SAMA, banks and competent authorities. The Account Holder also authorizes the Bank to collect from and or disclose to SAMA such information as the Bank may require at its discretion to verify, review or manage the account with the Bank.
- 10.5 The account holder irrevocably agrees that the bank may entrust the process of providing services to the account holder or any person related to him to a third party, whether working inside or outside the Kingdom of Saudi Arabia, and the parties shall be fully committed to maintain the confidentiality of this information to the extent of preservation of his information.
- 10.6 The bank may outsource the processing of the account holder's information, whether within HSBC Group, with their commitment to maintain the confidentiality of this information.
- 10.7 The bank may record and retain the account holder's phone calls, and may use them to prove or disprove the correctness of the bank's actions or deny the validity of any instructions given that the bank's retention of phone records for a limited period which may change according to the rules is in force in the Kingdom of Saudi Arabia and the directions of the regulatory authorities regarding the minimum period to keep calls and / or records.
- 10.8 This agreement supersedes any similar agreement that the customer previously entered into with the bank regarding the issuance or use of Umlaty card, and accordingly any previous agreement is regarded as void.
- 10.9 The Bank shall not be liable for any loss incurred by the Account Holder if the Bank is prevented from or delayed in providing the Account Holder with any banking or other service due to strikes, industrial action, failure of power, supplies or equipment, or causes beyond its control.
- 10.10 This Agreement shall be construed and governed by the laws of the Kingdom of Saudi Arabia and any dispute shall be referred to the competent legal authority to decide on, consistent with Shariah principles.
- 10.11 In line with the laws of the Kingdom of Saudi Arabia regarding value-added tax and its implementing regulations, the bank will collect VAT at the rate specified by the General Authority for Zakat and Income from time to time without the need to obtain prior approval from the account holder, and the amount of the value tax will be clarified when applied with the processing of each transaction.