

TERMS & CONDITIONS

VISA



DISCOVER

introduction

We request you to read and understand the Terms and Conditions below governing the use of EBL Credit Card. If you do not understand any of them, please do contact us. By signing and/or, activating and/or using the Credit Card, you have agreed to be bound by these Terms and Conditions.

Knowledge of your rights and obligations will ensure that you are protected in the event of any unauthorized transaction on your EBL Credit Card Account(s) and how you can gain the maximum benefit from the services we offer as well as enabling you to fulfill your responsibilities as a Cardholder.

The issuance of an EBL Credit Card is conditional upon the proper completion of Bank's Credit Card Application form by a person under the laws of Bangladesh. The Bank reserves every right to accept or reject an application for the issuance of a card without even assigning any reason, and the Bank might employ verification agencies to verify the authenticity of the stated information in the application form.

We advise you to preserve this booklet,
which is readily available, for further use as it contains information.

1-definitions

ATM

means an Automated Teller Machine, which accepts Card(s).

Bank

means Eastern Bank PLC. (EBL), its successors and its assignees.

Card

means, as appropriate, a Credit Card issued by the Bank to the Cardholder and includes Primary, Supplementary and Replacement Cards.

Card Account

means the Credit Card Account opened & maintained by the Bank for the purpose of entering all credits and debits received or incurred by the Primary Cardholder and the Supplementary Cardholder, if any.

Card Transaction

means the purchase of goods and/or services, benefits and/or receiving cash advances available through the use of the Card or the Card account numbers or the PIN of a Card. Transactions will be qualified as valid from the date on which the transactions are actually settled by the Bank in the ordinary course of business and billed against the card that is either already reflected in the statement or will be reflected in the future statement.

Cardholder

means an individual whose name is embossed/ printed on the Card and who is responsible for all transactions and liabilities on the Card Account. It includes Primary and any Supplementary Cardholder.

Cash Advance

means any amount obtained by the cardholder by use of the card, the card number or the PIN or in any manner authorized by the Cardholder from the Bank.

Cash Advance Slip

means the paper that will automatically be printed from the POS Machine/ATM upon drawing a Cash Advance.

Charges

means amount payable by the Cardholder arising from the use of the card or the card number or the PIN, which includes all card transactions, fees, financial charges, additional expenses, damages, legal costs and disbursements made by the cardholders or any other person with or without the cardholder's knowledge.

1-definitions

Credit Limit

means the maximum spending limit through the Credit Card permitted by the Bank for the Card Account of the Primary and the Supplementary card, if any, and notified to the Primary Cardholder from time to time.

Current Balance

means the total debit balance (inclusive of all charges) which shall be debited to the Card Account outstanding on the Card Account payable to the Bank according to the Bank's records on the date the statement of account is issued.

Deposit

means the amount in cash placed with the Bank as specified by the Bank as security for the performance of the Cardholder's obligation.

Dual Card

means the Credit Card that can be used both for BDT (in Bangladesh) and USD (at abroad or at any permitted USD merchant in Bangladesh) transactions.

Electronic Banking Terminal

means any authorized terminal or device connected to the EBL electronic banking system in which the Card and/or the PIN can be used. This includes ATMs, Point of Sales Terminal through which card transactions can be performed.

Guarantee

means lien of any account/FD/financial instrument against the issued Credit Card limit.

Interactive Voice Response (IVR):

A digital system for recording initial customer request/queries via Keypad input before forwarding to EBL Contact Center for customer verification and request execution.

Late Payment Charge

means a charge applicable in case of the cardholder's failure to pay at least minimum amount due within the due date.

Merchant

means any corporate entity, person or other establishment, supplying goods and/or services with whom EBL has an existing agreement relating to the use or acceptance of the card as a mode of payment by the Cardholder.

1-definitions

Minimum Amount Due

is a minimum amount specified by Bank which if paid by the Payment Due Date will avoid any late payment charges.

Over-limit Charge

is a charge levied once per Statement of Account, if the Cardholder exceeds the Credit Limit.

Payment Due Date

means the date specified in the Statement of account by which date, payment of the Current Balance or any part thereof or the Minimum Amount Due is to be made to the Bank.

PIN

means the Personal Identification Number issued to the Cardholder to enable the card to be used at an ATM/POS.

Primary Cardholder

means a person who has been issued a card and for whom the Card Account is first opened by the Bank.

Security

means lien of any account/FD/financial instrument against the issued Credit Card limit.

Service Charge/Processing Fee

means any fee that the Bank may charge the cardholder for any service rendered. For example – Return Cheque Fee, Outstation Cheque Collection Fee etc.

Statement of Account

means the Bank's monthly or other periodic statement sent to the Cardholder showing the details of transaction done by the Primary or Supplementary cardholders, which is payable to the Bank.

Supplementary Cardholder

means a person(s) nominated by the Primary cardholder to whom a card(s) is/are issued by the Bank.

EBL SKYBANKING

is a digital banking platform for EBL customers allowing them to instantly initiate transaction requests such as fund transfers, bill payments through card/account as well as view card/account related information.

Terms and Conditions

means the rules and regulations along with fees/charges that are outlined here or on any paper related to Credit Card Application, continuation and termination of services thereof.

2-the card

- (A) The Card is and will be, at all times, the property of the Bank and must be surrendered to the Bank immediately upon request by the Bank or its duly authorized agent.
- (B) The Card may be collected by the Cardholder or sent to any EBL Branch notified to the Bank by the Cardholder at the risk and responsibility of the Cardholder.
- (C) Upon receipt of the Card, the Cardholder shall sign the Card immediately and such signature and/or activation and/or the use of the Card will constitute binding and conclusive evidence of the confirmation of the Cardholder to be bound by these Terms and Conditions for which purpose the Primary Cardholder hereby appoints all Supplementary Cardholder(s) as his agent for this purpose, notwithstanding that the Bank is not notified of the Cardholder's receipt of the Card.
- (D) In the event that Cardholder does not wish to be bound by these Terms and Conditions, the Cardholder shall cut the Card in half and return both halves to the Bank.
- (E) The Card is not transferable and will be used exclusively by the Cardholder. The Cardholder under no circumstances whatsoever will allow the Card and/or the PIN to be used by any other individual. The Cardholder as Security may not pledge the Card for any purpose whatsoever.
- (F) The Cardholder shall at all times ensure that the Card is kept in a safe place.

3-use of the card

- (A) The use of this Card is confined to Bangladesh & outside Bangladesh (in the case of Dual Currency Card). In compliance with regulatory guideline for different quota i.e.: Private Travel Quota, RFCD, ERQ, Office Quota, E-commerce Quota, Hajj Quota, Medical Quota. The Cardholder will also be liable to clear all outstanding without prejudice to any right, remedy or action against him/her, by the Bangladesh Bank, the Bank, court or any regulatory agency.
- (B) The card may be used for Card Transactions:
 - (a) Within the Credit Limit notified by the Bank to the Cardholder.
 - (b) Until the expiry date embossed on the card.

3-use of the card

- (c) Customers can use their EBL credit card to perform fund transfers to beneficiary's EBL account, other bank account or perform bill payments using EBL SKYBANKING.
- (C) The Cardholder shall undertake to stay within the prescribed Credit Limit assigned by the Bank unless prior approval in writing to exceed this limit is obtained by the Cardholder from the Bank and further undertakes not to effect purchases or transactions, which may cause the aggregate outstanding balance under all such purchases and transactions to exceed such Credit Limit. If the Cardholder exceeds the Credit Limit, then the Cardholder must pay the amount exceeding the Credit Limit in full and the Minimum Amount Due and in addition, an Over-limit Charge.
- (D) Notwithstanding that the Cardholder's Credit Limit has not been exhausted, the Bank shall be entitled to, at any time and without notice and without giving any reason and without liability towards the Cardholder, withdraw and restrict the Cardholder's right to use or to refuse to authorize any Card Transaction.

4-cash advance

The Cardholder may obtain Cash Advances up to a maximum of certain percentage of the Credit Limit. Such cash advances can be taken by observing the following process:

- (A) Presenting the Card at any of the branches of the Bank or at any member institution of Diners Club International/Mastercard/UnionPay International/ Visa together with evidence of his identity and signing the necessary transaction record.
- (B) Use of the Card at any ATM of the Bank or of any other Bank or institution who accepts the prescribed Card's brand. The amount of each advance will be further subject to the applicable daily withdrawal limit of the ATM.
- (C) The Bank may provide a PIN or the Cardholder may set the PIN himself/herself through IVR by contacting EBL Contact Center, to be used in conjunction with the Card when effecting a transaction at an ATM. The Cardholders are requested not to disclose the PIN to any other person whatever the reason may be.

4-cash advance

- (D) The use of the Card by the Cardholder to obtain a Cash Advance shall be deemed to constitute the Agreement of the Cardholder to pay a Financial Charge on the amount of cash advance as prescribed by the Bank from time to time. Financial Charge shall be levied on each Cash Advance from the date of the advance until repayment in full. The Bank may from time to time, vary the amount of finance charge payable by the Cardholder.

5-payment

Details of all fees and charges are listed in the Schedule of Charges. This Schedule of Charges may be amended from time to time usually giving advance notice to the Cardholder.

- (A) The Cardholder agrees to pay the Bank upon the request of the Bank an annual fee as prescribed by the Bank for the Card when issued or renewed and an annual fee prescribed by the Bank for each Supplementary Card when issued or renewed.
- (B) The Cardholder agrees to pay the total or minimum amount of all Charges described as the Current Balance specified in the Statement, which is due in full or minimum and payable not later than the date specified on the Statement. The Cardholder shall incur no Financial Charge (excluding for Cash Advance) if the payment of the Current Balance is received by the Bank on or before the Payment Due Date.
- (C) If the cardholder fails to pay the minimum Amount Due even by the Payment Due Date, a flat late Payment Charge as prevailing from time to time will be levied.
- (D) If Cardholder pays to the Bank an amount less than the Current Balance by the Payment Due Date, or no payment is made or payment is made but after the Payment Due Date, a Financial Charge calculated on the basis of average daily balance will be applied to the Current Balance and new Card Transactions until any payment is credited to the Card Account and thereafter on the reduced balance.

5-payment

- (E) A replacement charge as prescribed by the Bank is payable by the Cardholder to the Bank immediately upon a request to the Bank to issue a Replacement Card. Additional charges as prescribed by the Bank are payable by the Cardholder to the Bank immediately upon the request to the Bank for the provision of copies of Sales Voucher/Cash Advance Slip and any further services the Bank may provide from time to time.
- (F) Where any cheque or banker's draft drawn to the order of EBL by the cardholder (or pursuant to the cardholder's authorization) is not honored due to insufficient fund, EBL may assess a Service Charge (being cost and expenses of collection) for each cheque/draft returned unpaid.
- (G) Payments (in the mode of both cash & Cheque deposit) will be treated as made from the date on which the payments are actually received by the Bank in the ordinary course of business and not from the posting date on the Statement. At least 3-4 days should be allowed for the payment to be credited to the Card Account.
- (H) Non-receipt of Statement of Account shall not be construed by the Cardholder to be sufficient for non-payment of dues in time. The Bank cannot be held liable for non-receipt of statement due to unforeseen circumstances and circumstances beyond the Bank's control.
- (I) The payment by the Cardholder of any sum to the Bank in respect to any Statement of Account shall constitute binding and conclusive evidence of the acceptance by the Cardholder of the entries shown on that Statement of Account.
- (J) For fund transfer via EBL SKYBANKING, EBL credit cardholder can transfer maximum 50% of amount from their approved card limit. A credit cardholder will be charged 2% of transaction amount as processing fee along with 15% VAT on processing fee amount. This is only applicable for all EBL credit cardholders who have EBL SKYBANKING.
- (K) Payments made through other bank cheques may take 0-4 working days to process.
- (L) Transaction alert SMS will be considered as acknowledgement of transaction performed. The payment has to done according to the published EBL Daily Exchange Rate of the payment date.
- (M) For USD payment the EBL Daily Exchange Rate which is published every day will be the basis of USD conversion rate. The conversion rate will be applicable for the respective day's payment.

6-supplementary card

- (A) The Bank may at its absolute discretion issue a Supplementary Card to a person with an age of 18 years or over or , 16 years for students who are directly dependent on the Principal Cardholder, nominated by the Cardholder and approved by the Bank under the Terms and Conditions.
- (B) The credit limit assigned to the Primary Cardholder is inclusive of the credit limit of the Supplementary Cardholder. The Primary Cardholder and the Supplementary Cardholder shall not permit the total of the charges incurred through their respective cards to exceed the said Credit limit.
- (C) The validity of the Supplementary Card is dependent on the validity of the Primary Card. The termination of the Supplementary card shall not terminate the Primary Card.
- (D) The undertakings, liabilities and obligations of the Primary Cardholder and the Supplementary Cardholder to the Bank and the Bank's rights herein shall not be affected in any way by any dispute or counter claim, which the Primary Cardholder and the Supplementary Cardholder may have against each other.
- (E) The Supplementary Cardholder is bound by all Terms and Conditions except that he or she is not liable for payment in respect of any transactions on the Card Account. The Primary Cardholder will be responsible to the Bank for all transaction to the Bank accompanied by the Bank for all transactions on the Supplementary Card.
- (F) The Primary Cardholder may withdraw the authority of the Supplementary Cardholder by sending a written intimation to the Bank accompanied by the Supplementary Card or communicating with EBL Contact Center.
- (G) All transactions authorized by the Supplementary Cardholder prior to the date the Supplementary card is received by the Bank, are valid and treated as binding upon the Primary Cardholder and are the liability of the Primary Cardholder.

7-loss of card and pin

- (A) The Bank may issue a PIN, or the Cardholder may set the PIN himself/herself through IVR by contacting EBL Contact Center, for use at any ATM or POS which accepts the Card and the Cardholder agrees that the PIN may be sent to him by post or courier at his risk and response.
- (B) The cardholder shall be fully liable all transaction made with the PIN and/or transaction OTP whether with or without the knowledge of the cardholder.
- (C) The Cardholder shall use all reasonable precautions to prevent the loss or theft of the Card and shall not disclose the PIN to any party.
- (D) The Cardholder shall be and remain fully liable to make payment to the Bank for any debit to the Card Account arising from any Card transactions, goods or services supplied by merchants, Cash Advances or ATM transactions affected through the use of the Card by any person whether with or without the knowledge of the Cardholder and irrespective of whether they were authorized by the Cardholder or not.
- (E) The Bank may at its absolute discretion issue a replacement for any lost or stolen Card or a new PIN on the Terms and Conditions that the Bank may deem fit & the Bank will charge for it. Cardholder can also replace their PIN through IVR by contacting EBL Contact Center.
- (F) In the event that the Cardholder recovers the lost or stolen Card, he/she shall immediately return the same cut in half to the Bank without using the Card or shall communicate with EBL Contact Center, without using it. The Cardholder shall not use the PIN after reporting to the Bank or the disclosure of the same to any other party.

8-termination

- (A) Notwithstanding the payment provisions outlined under Clause No. 5, all amounts outstanding on a Card Account (including that of all Supplementary Cards) together with the amount incurred by the use of the Card but not yet charged to the Cardholder's Account shall be payable immediately in full upon the termination of this Agreement.
- (B) The Cardholder may at any time discontinue the use of the Card and close the Card Account by giving notice in writing to the Bank and returning all cards cut into halves. The Card Account shall be closed only after full payment of all charges and liabilities under the Card Account has been made and positive verification of Card Holder is completed.
- (C) In the event that the Supplementary Cardholder is terminating his/her Card, all Cardholders including the Supplementary Cardholder whose use of the Card has been terminated shall be and shall continue to be jointly and severally liable to the Bank for all Charges and other liabilities in accordance with these Terms and Conditions save that Supplementary Cardholder whose use of the Card has been terminated shall not be liable for Charges and other liabilities incurred by the Cardholder and other Supplementary Cardholders (if any) after the Bank's receipt of the cut Supplementary Card.
- (D) The Bank may at any time recall all or any Card(s) and cancel its/their use with or without giving prior notice to the Cardholder. The cardholder shall immediately, after such a recall, stop using the card as it's already been blocked and make full payment of all charges and liabilities to the bank.
- (E) The Bank shall terminate the use of the Card without notice upon the death, Bankruptcy or insolvency of the Cardholder or when the whereabouts of the Cardholder become unknown to the Bank due to any cause.
- (F) The Cardholder and/or his estate will be responsible for repaying in full any outstanding balances on the Card Account and shall keep the Bank indemnified for all costs (including legal fees and Charges) and expenses incurred in recovering such outstanding balances.
- (G) The Bank shall not be liable to refund the annual membership fee or any part thereof in case of the termination of the Card Account.

8-termination

- (H) In the event that any security is held by the Bank as collateral for the issuance of the Card, the Bank reserves the right to retain such Security for a period of at least 45 days following the Card being cancelled and returned to the Bank whether cancelled by the Cardholder or the Bank or following the Agreement being terminated.

9-exclusion of liability

The Bank shall be under no liability whatsoever to the Cardholder in respect of any loss or damage arising directly or indirectly out of:

- (A) Any loss or damage including, but not limited to, fraud, stolen card etc. howsoever incurred by the Cardholder through contactless transaction(s) within the assigned limit. The assigned limit for contactless transaction is subject to the guidelines of the respective country as well as the acquiring bank.
- (B) Refusal of any Merchant or member institution of Diners Club International/Mastercard/UnionPay International/Visa to honor or accept the Card or for any defect or deficiency in the goods or services supplied to the Cardholder by any Merchant or, where applicable, for any breach or nonperformance by a Merchant of a Card Transaction.
- (C) The malfunction or disruption of any ATM or communication systems.
- (D) The exercise 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 other person or ATM;
- (E) The exercise by the Bank of its right to terminate any Card or the Card Account pursuant to Clause No. 8.
- (F) Any injury to the credit character and reputation of the Cardholder in and about the repossession of the Card, any request for its return or the refusal of any Person to honor or accept the Card.
- (G) Any false statement, misrepresentation, error or omission in any details disclosed by the Bank pursuant to Clause No. 10.

9-exclusion of liability

- (H) Any dispute between the Cardholder and any Merchant or Bank or financial institution or any other person; the Cardholder's liability to the Bank shall not in any way be affected by such dispute or counter claim of right or set-off which the Cardholder may have against such Merchant or Bank or financial institution or person.

10-disclosure of information

- (A) The Cardholder irrevocably authorizes and permits the Bank to disclose and furnish such information that it deems fit concerning the Cardholder and his/her affairs including but not limited to this Agreement to the Bank's associates, branches, assignees, agents or other parties.
- (B) The Cardholder also irrevocably authorizes and permits the Bank to disclose information about Card Account to any credit rating/reference agency, Bank, financial institution, leasing company, any government regulatory agency or to any one else when the Bank deems it is in its interest to do so. The Bank will immediately comply with disclosure of information to any authority under any law.
- (C) The Bank shall have the right to check the credit standing of the applicant for the Card and/or check credit standing of the Cardholder at any time as and when the Bank deems fit without reference to him/her.

11-indemnity

The Cardholder undertakes and agrees to indemnify the Bank against any loss, damage, liability, costs and expenses whether legal or otherwise which the Bank may incur by reason of these Terms and Conditions or any breach thereof or the enforcement of the Bank's rights as herein provided. All costs and expenses in such regard may be debited to the Card Account and shall be payable by the Cardholder.

12-right to set-off

- (A) In addition to any general right to set-off or other rights conferred by the law to the Bank, the Cardholder agrees that the Bank may in its absolute discretion at any time and without notice combine and consolidate all or any account(s) held either individually or jointly, of the Cardholder with the Bank of whatever description and wherever located and whether in Taka or in any other currency or set-off or transfer any sum standing to the credit of any such account(s) including a joint account with Supplementary Cardholder in or towards discharge of all sums due to the Bank under any account(s) of the Cardholder with the Bank of whatever description or wherever located and whether in Taka or any other currency and may do so notwithstanding that the balances on such account(s) and the Cardholder hereby authorizes the Bank to offset any such combination, consolidation, set-off or transfer with the necessary conversion at the Bank's prevailing exchange rates which shall be determined by the Bank at its absolute discretion.
- (B) For the purpose of enabling the Bank to preserve intact the Liability of any party including the Cardholder once a Writ or Summon has been issued or to prove the Bankruptcy or insolvency of the Cardholder or for such other reasons as the Bank thinks fit, the Bank may at any time place and keep for such time as the Bank may think prudent any monies received, recovered or realized hereunder or under any other Security or Guarantee to the credit of the Cardholder as the Bank shall think fit without any intermediate obligation on the part of the Bank to apply the same or any part thereof in or towards the discharge of the sums due and owing to the Bank.

13-notices

- (A) The Cardholder must promptly notify the Bank in writing of any change in employment or business or address (office and/or residence) or if the Cardholder intends to be away from Bangladesh for more than 30 days.
- (B) Should the Cardholder be away from Bangladesh for more than a month, the Card Account should be settled 7 days prior to departure.
- (C) If the Cardholder leaves Bangladesh to take up residence elsewhere, both the Primary and Supplementary Card(s) shall be returned to the Bank 14 days prior to the Cardholder's departure and the use of the Card and

13-notices

Supplementary Card(s) shall be deemed to be terminated and Clause No. 8 shall apply.

- (D) All cards, which do not have any payments pending for over a month or more, will be renewed automatically. In case the Cardholder does not want his/her Card and/or any Supplementary Cards to be renewed, a written intimation should be sent to Card Services two months in advance or the Cardholder should communicate the same to EBL Contact Center two months in advance. Instructions sent earlier than two months or less than 30 days before the expiry cannot be accepted.
- (E) Instructions sent by the Cardholder to the Bank through facsimile communication may be considered valid and binding on the Cardholder and the Bank may act upon instructions conveyed through this method subject to verification of the authenticity. The Bank may use the originals of the facsimile transmissions received by the Bank and printed out on its receiving machine as evidence in any court of law.
- (F) All Cards, PINs, Statements of Account, demands or any other communication under these Terms and Conditions may be delivered personally or sent by courier or ordinary post to the last known billing or any other address of the Cardholder and such communication shall be deemed to have been sent to the Cardholder on the day of delivery if delivered by hand and on the next business day after dispatch, if sent by courier or by post. PIN may also be set/changed/replaced by Cardholder through IVR by contacting EBL Contact Center.
- (G) All communications under these Terms and Conditions sent to the Primary Cardholder or the Supplementary Cardholder shall be deemed to be communication sent to both.

14-general

- (A) The Bank shall not be liable when acting in good faith upon the Cardholder's instructions.
- (B) The Cardholder authorizes the Bank at its discretion to record any such instruction and to use such records as evidence in a court of law or the legal proceedings.
- (C) The Cardholder shall indemnify the Bank against any consequences, claims proceedings or losses that may arise or be incurred by the reason of carrying telephonic instructions from or purported to be from the Cardholder.

14-general

- (D) The Bank shall be entitled to appoint an agent to collect all sums due to the Bank from the Cardholder under this Agreement.
- (E) The Bank shall be entitled at any time without the consent of the Cardholder to assign the whole or any part of its rights or obligations under this Agreement with or without notice to the Cardholder.
- (F) The Cardholder undertakes to sign such further document as may be requested by the Bank from time to time.
- (G) The rights and remedies herein provided are cumulative and not exclusive of any right or remedies provided by law.
- (H) The Terms and Conditions herein are binding upon the Cardholder and any rights or remedies provided by the law.
- (I) The Terms and Conditions herein are binding upon the Cardholder and he shall not assign his obligations herein to any one else.
- (J) Each of these Terms and Conditions are several and distinct from one another and if any time any one or more of such Terms and Conditions becomes invalid, illegal or unenforceable, the validity, legality of the enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- (K) The Bank may at any time waive, either unconditionally or otherwise, any of these Terms and Conditions or any default or breach of the Cardholder, provided that such waiver is given in writing by the Bank and save as aforesaid no conditioning or excusing of and no neglect of forbearance on the part of the Bank of any default or breach of any of these Terms and Conditions shall operate as a waiver of the Bank's rights and powers and no waiver shall be inferred from or implied by anything done or not done by the Bank unless expressed in writing to the Bank. Any waiver shall operate only as waiver of the particular matter to which it relates and shall not operate as a waiver or release of any of these Terms and Conditions.
- (L) In connection with the special discounts/offers made by the respective Merchants, the Bank does not hold out any warranty or make any representation of the delivery, quality, design, specifications or otherwise set out in respect of these offers. Also, these products/services are subject to availability and will be allocated on a first come, first served basis.

14-general

- (M) In connection with the special discounts/offers made by the respective Merchants, the Bank will not be held responsible where any of the Merchants withdraws, cancels, alters, or amends these products/services. In addition, the Bank reserves the right to change the benefits available to Cardholders at any time without prior notice.
- (N) The Bank may impose charges, such as VAT, Levy, Duty etc., to comply with regulatory guidelines and instructions.
- (O) In order to comply with foreign exchange regulatory guidelines, the Bank may make required adjustments to respective cardholders endorsement amount/card limit without prior notice to respective cardholders.
- (P) EBL reserves the right to submit customer's Card related information (outstanding, transaction history, classification status etc.) to the governing bodies as per regulatory requirement.

15-variation of terms

- (A) The Bank may from time to time change the Terms and Conditions of this Agreement. Subject to the requirements of statute, notification of any such change shall be given to the Cardholder by the Bank either in writing or by publication thereof. Such changes shall apply to all unpaid Finance Charges, Fees, Cash Advances, Costs & Card Transactions. For our updated Terms and Conditions please visit www.ebl.com.bd
- (B) Retention or use of the Card after the effective date of any such change of Terms & Conditions shall be deemed to constitute acceptance of such changes without reservation by the Cardholder. If the Cardholder does not accept the proposed change, the Cardholder must terminate use of the Card by giving prior instruction to EBL call center to the effective date and clause No. 8 shall henceforth be operative.

16-risk assurance program

- (A) EBL has entered into a Group Master Contract with a life insurance company to extend the Risk Assurance coverage to EBL Cardholders as and when they are granted a Credit Card.
- (B) Risk Assurance Premiums will be collected from the cardholder through a Risk Assurance Fee (charged on current balance including EMI Principal amount) in Cardholder's Monthly Statement and remitted to the insurer on Monthly basis.

16-risk assurance program

- (C) Payment of premiums to the insurer will be discontinued if the cardholder's Minimum Monthly Due Payment or any other Dues remain unpaid on the due date preceding Monthly Premium Due Date by EBL to the Insurer.
- (D) None of the Risk Assurance Program Benefits will be provided unless the Cardholder has paid the due premiums to the Insurer through the Bank on its due date.
- (E) EBL shall act as a "facilitator" in providing Risk Assurance Program Benefits and cannot be held responsible for settling claims emanating from this scheme or for the approval or rejection of any claim.
- (F) EBL reserves the right to change the Terms & Conditions of Risk Assurance Program from time to time including the Monthly Risk Assurance Fee. Subject to requirements of statute, EBL shall give notification of any such change to the cardholder either in writing or by publication thereof.
- (G) For the purpose of Risk Assurance Program, Permanent Total Disability (PTD) will mean having been permanently and totally disabled for Twelve (12) consecutive months as a result of accident or sickness, which prevents the cardholder from engaging in any occupation for which he is reasonably qualified by training, education and experience and provided that the insurer is satisfied that he will be so rendered indefinitely.
- (H) Credit cardholder is covered under this Risk Assurance Program if he is holding a valid credit card issued by the EBL on or after the date of the first Risk Assurance Program Transaction on the cardholder's credit card statement, unless he elects not to be insured.
- (I) To be eligible for Risk Assurance Program Benefits, the minimum and maximum age at entry (first Risk Assurance Program Transaction) 18 and 60 respectively. However, Risk Assurance Program protection will continue until the credit cardholder attains age 65.
- (J) The Risk Assurance Program Protection under this scheme is 24 hours worldwide.
- (K) Entry or exit from the Risk Assurance Program is permitted any time during the month. Credit cardholders who have opted out of the scheme can also re-enroll by providing Satisfactory Evidence of Insurability to the Insurer.

16-risk assurance program

- (L) The Risk Assurance Program protection on a credit cardholder shall terminate on -
 - a. Cardholder's Death or PTD, or
 - b. The scheduled Anniversary Date or an early termination of the Group Master Contract for Credit Life & PTD coverage, or
 - c. Closure of the credit card account for any reason, or
 - d. The transfer of the credit cardholder's indebtedness to another person, or
 - e. The date on which the credit card account becomes overdue for two (2) months
 - f. The credit cardholder having attained age 65
 - g. Notice of cancellation of insurance protection from the cardholder
 - (M) The date on which the credit cardholder is found involved in any fraudulent or criminal activity. Decision of the court shall be final in such cases.
 - (N) Written notice of claim under Risk Assurance Program must be presented to and received by EBL within 45 days of occurrence of the insured events. All claims shall be subject to such discharge, evidence of claim, proof of age and occupation and other information and evidence as the insurer may require. The insurer at its own expense shall have the right to ask for any medical examination as often it may reasonably require during the settlement of a claim.
 - (O) The Risk Assurance Program scheme is subject to and shall be construed in accordance with the Laws of Bangladesh.
 - (P) All monetary amounts specified in this scheme are expressed in the currency Taka.
- In this scheme, where the context admits, the masculine gender includes the feminine gender and the singular number includes the plural and vice versa.

- (Q) Retention or use of the Card after the effective date of any such change of Terms & Conditions shall be deemed to constitute acceptance of such changes without reservation by the Cardholder. If the Cardholder does not accept the proposed change, the Cardholder must terminate use of the Card by giving prior instruction to EBL call center to the effective date and clause No. 8 shall henceforth be operative.
- (R) Accidental Death Coverage is subject to enrolment of the Cardholder in Risk Assurance Program. Credit Cardholders who have opted out of the Risk Assurance Scheme will not be covered under Accidental Death Coverage unless re-enrolled in the Program. In case of multiple credit cards with EBL, Cardholder will be eligible for a single Accidental Death Benefit against the credit card with highest amount of coverage.

17-risk assurance program exclusions

No benefit will be payable under this scheme if Death or PTD occurs either directly or indirectly as a result of any of the following causes:

- o PTD resulting from sickness occurring within 28 days from the date of enrollment;
- o Disease or incapacity or bodily injury which existed prior to the date of enrollment (first Risk Assurance Program Transaction in Cardholder Account);
- o Mental illness or disease;
- o Attempted suicide or self inflicted injury or intoxication (including chronic alcoholism, drug addiction) whilst sane or insane;
- o Flying other than as a fare paying passenger in a certified commercial aircraft on a regular flight;

- o War, invasion, terrorist acts, act of foreign enemy, hostilities (whether war is declared or not), nuclear damage and civil commotion;
- o Military Service except commissioned Officers in the Armed Forces or Security Forces of any country or any authority;
- o Participation in, or training for, any hazardous sports competition such as motorcycling, car racing, hunting, steeple chasing, mountaineering, winter sports and diving;
- o Infection from any Human Immunodeficiency Virus (HIV), Acquired Immunodeficiency Syndrome (AIDS) or any AIDS-related condition;
- o Travel to a declared War or Terrorist Zone including Afghanistan and Iraq.

18-governing law

The Terms and Conditions are governed by and shall be construed in accordance with the laws of the land and the Cardholder hereby submits irrevocably to the non-exclusive jurisdiction of the courts of the country. Such submission shall however not prejudice the rights of the Bank to bring proceedings against Cardholder in any other jurisdiction.

19-construction of the agreement

Credit Card Application Form, Application Form for Supplementary Card, Card Cheque Application Form, E-Statement Application Form, Most Important Document Form, Credit Card Worksheet, Standing Instruction Form, Statement of Card Account, Risk Assurance Program Brochure and any other papers and documents in relation to the Cards as formulated or modified by the Bank from time to time and signed and accepted by the Cardholder shall be integral parts of this Agreement and they altogether shall constitute this Agreement.



EBL Cards Center:
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