

# DEBIT CARDS

## Terms & Conditions

Important - Be sure you have read these Debit Card Terms and Conditions carefully before using the Debit Card from Bank of Maldives Plc. By using the Debit Card you are accepting the Terms and Conditions listed hereunder and will be bound by them. You will also continue to remain bound by the Terms and Conditions of operation of your Current/Savings accounts with Bank of Maldives Plc.

### 1. Definitions:

1.1 "Account(s)" refers to the Cardholder's Savings or Current accounts that have been designated by the Bank to be eligible account(s) for the valid operation of the Debit Card. The Cardholder should be either the accountholder or sole signatory or authorised to act alone when there is more than one accountholder/signatory.

1.2 "American Express" shall mean a mark owned by American Express.

1.3 "ATM" shall mean any Automated Teller Machine, whether in Maldives or overseas, whether of Bank of Maldives or a specified Shared network, which honor the Card.

1.4 "Bank" means the Bank of Maldives Plc, its successors and assignees.

1.5 "Bank of Maldives American Express Debit Card" shall mean the Debit Card issued by the Bank of Maldives pursuant to a license from American Express. Bank of Maldives American Express Debit Card includes following product(s):

- Bank of Maldives American Express Green Debit Card
- Bank of Maldives American Express Gold Debit Card

1.6 "Bank of Maldives Visa Debit Card" shall mean the Debit Card issued by the Bank of Maldives in association with VISA. Bank of Maldives Visa Debit Card includes following product(s):

- Bank of Maldives Visa Classic Debit Card
- Bank of Maldives Islamic Debit Card

1.7 "Bank of Maldives Mastercard Debit Card" shall mean the Debit Card issued by Bank of Maldives in association with Mastercard. Bank of Maldives Mastercard Debit Card includes following product(s):

- Bank of Maldives Mastercard Standard Debit Card including Passport Card issued in affiliation with Maldives Immigration, subject to relevant regulations and guidelines, which provide payment capability by linking the holder's bank account.
- Bank of Maldives Mastercard Business Debit Card

1.8 "Passport Card" shall mean the Passport Card offered by the Maldives Immigration pursuant to Passport Card Regulation (Regulation No: 2017/R-85) and under such terms and conditions as set forth

in the Regulation and any other such guidelines or directives issued by the Maldives Immigration in accordance with the Law. Except provided otherwise, terms and conditions for Card usage shall apply to Passport Cards with respect to its use to conduct transactions.

1.9 "BML MobilePay" is a secure, convenient and user-friendly Application that allows you to make payments at merchant locations via your smartphone using your BML issued debit, credit and prepaid Cards. This application will allow you to make payment to merchants without having to present the physical Card by tapping the device on the merchant terminal if the device is NFC enabled device or by entering the mobile number.

1.10 "Card" and "Debit Card" means, as appropriate, the locally or internationally valid Debit Card issued by the Bank to a Cardholder to be used in Transactions. For the purpose of these Terms and Conditions, Card and Debit Card includes the Proprietary Card, Bank of Maldives American Express Debit Card, Bank of Maldives Visa Debit Card, Bank of Maldives Mastercard Debit and such other Debit Card that the Bank of Maldives designate at its sole discretion as falling within these terms and conditions.

1.11 "Cardholder" or "Card Member" refers to a customer of the Bank to whom a Debit Card has been issued by the Bank. This includes nominees authorised by a Business Customer to operate Business Debit Card.

1.12 "EDC" refers to electronic point-of-sale swipe terminals that permit the debiting of the Cardholder's accounts for purchase transactions from Merchant Establishments.

1.13 "International Transactions" refers to all Transactions effected by the Cardholder outside of Maldives.

1.14 "Mastercard" shall mean a mark owned by Mastercard International.

1.15 "Merchant Establishments" shall mean establishments wherever located which honor the Card and shall include amongst others: stores, shops, restaurants, airline organisations etc advertised by the Bank, American Express, VISA or Mastercard. This also includes BML Branches and BML Agents using BML POS terminals to conduct a transaction allowed by Bank of Maldives.

1.16 "Primary Account" shall mean in case of multiple accounts linked to the Card, the account that has been designated as being the main/first account of operation i.e. the account from which purchase transactions, charges and fees related to the Card are debited.

1.17 "Proprietary Card" shall mean all Debit Cards issued by Bank of Maldives Plc other than Cards specified under Clause 1.5, 1.6 and 1.7.

1.18 "Statement" means a periodic statement of account setting out the transactions carried out by the Cardholder(s) during the given period and the balance on that account. It may also include any other information that the Bank may deem fit to include.

1.19 "Transaction" means any instruction given, by an individual using a Card directly or indirectly, to the Bank to effect action on the account (examples of transactions could be retail purchases, cash withdrawals, etc.)

1.20 "VISA" shall mean a mark owned by VISA International.

1.21 Use of terms “you”, “your”, “him” or similar pronouns shall, where the context so admit, mean the Cardholder. All references to the Cardholder in the masculine gender will also include the feminine gender.

## **2. Cardholder Obligations and Card Validity:**

2.1 The issue and use of the Card shall be subject to the Bank’s regulations in force from time to time.

2.2 Debit Card applications submitted through BML Internet Banking will not require any signature. Online applications can be accessed through BML Internet Banking using the credentials (access codes) provided to the user and therefore deemed as a valid and authenticated request. The Bank shall not be under any obligation to further verify any Card application received through BML Internet Banking using the credentials (access codes) and you further agree that the Bank shall not be held liable for accepting or processing such request save for where a prior written instruction had been given to the Bank.

2.3 The Proprietary Card and American Express Debit Card is only valid for use at the Bank of Maldives ATM network and Merchant Establishments in the Maldives. However, notwithstanding to this imitation the Bank may, from time to time, at its sole discretion allow, under such terms and conditions set from time to time, the American Express Debit Card to be used at ATMs worldwide bearing the American Express logo. The VISA Card and Mastercard Debit is valid for use at the Bank of Maldives ATM network and worldwide ATMs of other banks which are members of VISA and Mastercard ATM networks and, VISA and Mastercard Merchant Establishments.

2.4 Except for Passport Card as defined in 1.8, the Bank retains the sole ownership and proprietary rights to the card and shall be returned to the Bank unconditionally and immediately upon the Bank’s instructions. Please ensure that the identity of the Bank’s Officer is established before handing over the Card.

2.5 You must sign the Card immediately upon receipt. You must not permit any other person to use it and should safeguard the Card from misuse by retaining the Card under your personal control at all times.

2.6 The Cardholder may submit request for Card Activation via BML Internet Banking or by the designated email provided to the Bank by the Cardholder. Card Activation requests submitted through BML Internet Banking / email provided to the Bank shall be deemed as a valid and authentic request made by the Cardholder. The Cardholder agrees that the Bank acting on the request of the Cardholder, the Bank will not be liable for any consequential or indirect or direct loss or damage arising from or related to the acceptance and processing of such requests, howsoever caused.

2.7 The Personal Identification Number (PIN) issued to the Cardholder for use with the Card or any numbers chosen by the Cardholder as a PIN, are for the personal use of the Cardholder and are nontransferable and strictly confidential. A written record of the PIN number should not be kept in any form, place or manner that may facilitate its use by a third party. The PIN should not be disclosed to any third party under any circumstance or by any means whether voluntary or otherwise.

2.8 The Cardholder's account(s) will be debited with the amount of any withdrawal, transfer and other transactions effected by the use of the Card. The Cardholder shall maintain sufficient funds in the account(s) to meet any such transactions.

2.9 The Cardholder shall not be entitled to overdraw the Cardholder's Account(s) with the Bank or withdraw funds by the use of the Debit Card in excess of any agreed overdraft limit.

2.10 The Cardholder will be responsible for transactions effected by the use of the Card, whether authorised by the Cardholder or not, and shall indemnify the Bank against any loss or damage caused by any unauthorised use of the Card or related PIN, including any penal action arising therefrom on account of any violation of Maldives Monetary Authority guidelines or any law or regulation in force at the time, notwithstanding the termination of this agreement.

2.11 The Cardholder will be liable for all transactions arising from the use of the Card including those transactions but not limited to transactions conducted via BML MobilePay whereby you may not be required to enter a PIN or sign the receipt. BML MobilePay can only be accessed using Passcodes.

2.12 You are requested to note that the Debit Card is valid up to the last day of the month/year indicated.

You hereby undertake to destroy the Debit Card when it expires by cutting it into several pieces. You are requested to submit an application for the renewal of the Card before the expiry of the Card. The Card will be renewed at the discretion of the Bank, upon evaluation of the conduct of your Account. The Bank reserves the sole right of renewing your Card on expiry.

2.13 The Bank, at its sole discretion, may cancel your Card due to loss, theft, fraud, or any other reason and issue you a replacement Card. The Bank also reserves the right to issue a new Card prior to or upon expiry of your Card. Such replacement/renewal Cards will be subject to these Terms and Conditions, and your use of the replacement or renewed Card constitutes acceptance of all the Terms and Conditions of this Cardholder Agreement.

### **3. Merchant Establishment Usage:**

3.1 The American Express Debit Card is accepted at all electronic Merchant Establishments in the Maldives which display the American Express logo. Transactions at EDC can only be completed locally within Maldives. It is not valid for use at Merchant Establishments outside of the Maldives. The Bank accepts no responsibility or liability for the refusal by any Merchant Establishment to honor the Card.

3.2 The Visa Debit Card and Mastercard Debit Card are accepted at all electronic Merchant Establishments in Maldives and overseas which display the respective logo. The Bank accepts no responsibility or liability for the refusal by any Merchant Establishment to honor the Card.

3.3 If you have registered for BML MobilePay App, and have added any one of your BML issued Card, it will automatically link all Cards issued to you. If your mobile device is NFC enabled device, you can perform merchant payments by tapping your mobile device. For such Transactions the payment will be authorized by you when you place the mobile device within proximity of the contactless terminal without the presence of the physical Card and without either inserting the Card into the terminal or entering a PIN/Signature. Additionally you can do transactions by entering your mobile number onto an NFC-enabled EDC POS terminal. As a security feature, occasionally the Cardholder may be asked to enter a PIN for certain high value transactions in order to complete a Transaction.

3.4 The Debit Card sent to you needs to be activated. The Card can be activated by calling the Bank at the Customer Service number provided.

3.5 You must enter PIN and/or sign and retain your copy of the sales slip whenever the Card is used at Merchant Establishments. Copies of the sales slip may be furnished by the Bank for an additional charge. Any sales slip that requires signature, not personally signed by you but which can be proven as being authorized by you will be deemed to be your liability.

3.6 Whilst the Bank will not accept any responsibility for any dealings the merchant may have with you, including but not limited to the supply of goods and services, the Bank will try and assist you wherever possible. For this you should inform the Bank of the complaint immediately along with any supporting documents. Should you have any complaint relating to any Merchant Establishment, the matter should be resolved by you with the Merchant Establishment and failure to do so will not relieve you from any payment obligations to the Bank.

3.7 Card transactions that are effected in currencies other than United States Dollars will be debited to the account after conversion into United States Dollars at the prevailing rates as determined by the respective card association, which rates may differ from the Bank rates or other published rates for that currency. An administrative fee on all cross-border transactions (transactions for which the merchant country code differs from the issuer country code, regardless of whether the transaction currency is different from the Cardholder's billing currency or not) will be added to the converted amount and charged to the Cardholder.

3.8 The Bank accepts no responsibility for any surcharge levied by any Merchant Establishment and debited to your Account with the transaction amount.

3.9 A purchase and a subsequent credit for cancellation of goods/services like air/rail tickets are two separate transactions. The refund will only be credited to your account (less cancellation charges) as and when it is received from the merchant. If the credit is not posted to your Card account within 30 days from the day of refund, you must notify the Bank, along with a copy of the credit note from the merchant.

3.10 In case of Cards linked to multiple accounts, transactions at Merchant Establishments will be effected only on the Primary Account. In case there are insufficient funds in this account, the Bank will not honor the transactions even if the necessary funds are available cumulatively or severally in the other accounts linked to the Card.

#### **4. ATM Usage:**

4.1 The Proprietary Card and Bank of Maldives American Express Debit Card is accepted at all Bank of Maldives ATMs in the Maldives. The Bank of Maldives Visa Debit Card is accepted at VISA ATMs worldwide and Mastercard Debit is accepted at Mastercard ATMs worldwide.

4.2 Cash withdrawals performed by the Cardholder at the Bank of Maldives ATMs, American Express, VISA or Mastercard ATMs will be subject to a cash withdrawal fee, as per the prevailing schedule of charges and will be debited to the Account at the time of posting the cash withdrawals.

4.3 For all cash withdrawals, at a Bank of Maldives ATM, any statements issued by the ATM at the time of withdrawal shall be conclusive, unless verified otherwise by the Bank. Any such verification shall likewise be final and conclusive and this verified amount will be binding on the Cardholder.

4.4 The Cardholder will inform the Bank in writing within 30 (thirty) days from the transaction date of any irregularities or discrepancies that exist in the transaction details at an ATM/Merchant Establishment on the statement of account. If no such notice is received during this time, the Bank will assume the correctness of the transaction.

4.5 The Bank will not be liable for any failure to provide any service or to perform any obligation thereunder where such failure is attributable (whether directly or indirectly) to any malfunction of the ATM or the Card, temporary insufficiency of funds, any dispute or other circumstances beyond its control.

4.6 The Bank will not be liable for any consequential or indirect loss or damage arising from or related to the loss/use of the Card and related PIN, howsoever caused.

4.7 The availability of ATM service in a country other than which the Card was issued is governed by the local regulations in force in the country. The Bank shall not be liable if these services are withdrawn without notice thereof.

## **5. Fees:**

5.1 Joining and renewal fees will be debited to your Primary Account on approval and renewal as the case may be at the Bank's prevailing rate. These fees are not refundable. Charges for other services will be levied to the Primary Account, at prevailing rates.

5.2 Transaction fees for cash withdrawals will be debited to the Account at the time of posting the cash withdrawal.

5.3 Fees and charges are subject to change without notice at the Bank's sole discretion. Details of the fees and charges applicable to the Card and its use are stated in the Bank's Schedule of Charges which is published on the Bank's official website.

## **6. Disclosure of Information:**

6.1 When requested by the Bank, you shall provide any information, records or certificates relating to any matter that the Bank deems necessary. You will also authorise the Bank to verify the veracity of the information furnished by whatever means or from whichever source deemed necessary. If the data is not provided or if incorrect, the Bank may at its discretion refuse renewal of the Card or cancel the Card forthwith.

6.2 The Bank reserves the right to disclose customer information to any court of competent jurisdiction, quasi-judicial authorities, law enforcement agencies, credit rating agencies and any other Government office.

6.3 The Bank reserves the right to disclose, in strict confidence, to other institutions, such information concerning the Cardholder's account as may be necessary or appropriate in connection to its participation in any Electronic Fund Transfer network or credit rating system.

## **7. Lost or Stolen Card:**

7.1 In the event that the Card is lost or stolen, the occurrence must be reported immediately to the Bank or to the respective card network service helplines whilst abroad. Although loss or theft may be reported by any means, you must confirm the same in writing to the Bank as soon as possible.

7.2 Should transactions be received by the Bank after the Card has been lost or stolen but before receipt of your written confirmation you shall be liable for all amounts debited from the account. If it can be proven that the Card was safeguarded, the loss/theft promptly reported and that you acted in good faith and with reasonable care and diligence, then your lost Card liability for purchase transactions will be zero (once the loss is reported in writing). There will be no such coverage provided on cash withdrawals done through ATMs and transactions done through Bank of Maldives POS terminals, as such transactions require the use of a PIN, which is confidential to you.

7.3 You hereby indemnify the Bank fully against any liability (civil or criminal), loss, cost, expenses or damages that may arise due to loss or misuse of the Card in the event that it is lost and not reported to the Bank, or lost and misused before the Bank is informed.

7.4 Provided you have in all respects complied with the terms and conditions, a replacement Card may be issued at the sole discretion of the Bank at the applicable fee.

7.5 Should you subsequently recover the Card, it must not be used. Please destroy the Card by cutting it into several pieces through the magnetic strip.

## **8. Statements and Records:**

8.1 The records of Card transactions will be available on the respective account Statement. The Cardholder can also get a record of his transactions at any time by utilising the mini-statement facility at the Bank's ATMs, or through Maldives Internet Banking.

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

## **9. Disputes:**

9.1 In case of purchase transactions, a sales slip with the signature of the Cardholder together with the Card number noted thereon shall be conclusive evidence between the Bank and the Cardholder as to the extent of liability incurred by the Cardholder and the Bank shall not be required to ensure that the Cardholder has received the goods purchased/availed or the service availed to the Cardholder's satisfaction.

9.2 The Bank will make bonafide and reasonable efforts to resolve an aggrieved Cardholder's disagreement with an applicable charge indicated in the account statement or as otherwise determined by the customer, within two months of receipt of notice of disagreement. If after such effort, the Bank determines that the charge is correct, then the Cardholder will be liable for such charge.

9.3 This agreement will be construed in accordance with and governed by the laws of the Republic of Maldives. All disputes are subject to the exclusive jurisdiction of the Courts of the Republic of Maldives, irrespective of whether any other Court may have concurrent jurisdiction in the matter.

9.4 The Cardholder will be liable for all costs associated with the collection of dues, legal expenses (should the Bank deem it necessary to refer the matter to an attorney), or where legal resources have been utilized in resolution of a dispute.

#### **10. Miscellaneous:**

10.1 You will promptly notify the Bank in writing of any change in your employment and/or office and/or residential address and telephone numbers.

10.2 The Bank reserves the right to add to, delete or vary any of the terms and conditions, policies, features and benefits upon notice to the Cardholder. Use of the Debit Card after the date upon which any of these alterations are to take effect will be taken to be evidence of the acceptance, without reservations by the Cardholder of such changes.

10.3 Any notice hereunder sent by post will be deemed to have been received by the Cardholder within 7 days from the posting of the notification to the address last given to the Bank in writing by the Cardholder.

Publication of changes by such means as the Bank may consider appropriate will constitute effective notice to the Cardholder thereof.

10.4 If you, by using the Card, draw an amount in excess of the balance available or overdraft limit permitted by the Bank, the Cardholder will within 24 hours pay the Bank the entire amount overdrawn together with interest and penalties, if any, at a rate to be decided by the Bank. However this should not be construed as an agreement, either expressed or implied that the Bank is bound to grant any overdraft facility whatsoever.

10.5 In addition to any general right of set-off or other rights conferred by law or under any other agreement, the Bank may, without notice, combine or consolidate the accounts of the Cardholder and set-off or transfer any money standing to the credit of the Cardholder in or towards satisfaction of the Cardholder's liability to the Bank under these terms and conditions.

10.6 The Bank makes no representations about the quality of the goods and services offered by 3rd parties providing benefits such as discounts to Cardholders. The Bank will not be responsible if the service is in any way deficient or otherwise unsatisfactory.

10.7 The Bank may provide at its sole discretion, additional services, benefits or programmes in connection with the use of the Card. Such additional services where provided, do not form part of our legal relationship with you and we may withdraw or change these services at any time without notice to you. Those additional services, benefits or programmes may be subject to their own terms and conditions.

We may also, where points have been awarded to or earned by you or other benefits extended to you as part of any rewards or redemption programme, forfeit or cancel such points or benefits if you default in any of your payment obligations or if your account is not conducted satisfactorily.

#### **11. Termination:**

11.1 The Bank reserves the right to cancel/withdraw the Card or any of the other services offered at any time without prior notice and without assigning any reason.

11.2 In the event that the Cardholder decides to close his/her Account with the Bank, the Card(s) issued with this Account as the Primary Account would automatically stand cancelled. The Cardholder(s) must immediately cease to use his Card and destroy and return all his Cards that are linked to this account. In case of any outstanding Card transactions, that have not yet been debited to the account, the same will be netted off from the balance prior to the Bank returning his funds to him.

11.3 (i) In the event that the Cardholder decides to terminate or discontinue the use of the Card prior to expiry of the Card, the Cardholder shall give the Bank not less than 2 (two) months prior written notice of termination or discontinuation. In the event the Cardholder gives notice of termination or discontinuation of the Card with less than 2 (two) months, the Cardholder agrees to pay any fees or charges applicable or outstanding on such Card.

11.3 (ii) The terminated or discontinued Card should be cut into several pieces through the magnetic strip and returned to the Bank. The Bank shall not be liable for any damages caused due the Cardholders failure to return the Card to the Bank.

11.4 The Card is the property of the Bank of Maldives Plc and must be returned to the Bank immediately and unconditionally upon request. Please ensure that the identity of the staff is established by you before handing over your Card.

11.5 The Bank shall be entitled to terminate the Debit Card facility with immediate effect and the Card shall be returned upon the occurrence of any of the following events:

- i. Failure to comply with the terms and conditions herein set forth.
- ii. An event of default under any agreement or commitment (contingent or otherwise) entered into with the Bank.
- iii. The Cardholder becoming the subject of any bankruptcy, insolvency proceedings or proceedings of a similar nature.
- iv. Demise of the Cardholder.
- v. Closure of the Cardholder's account or failure to maintain the minimum average balance in the said account.

11.6 The Debit Card should be returned to the Bank prior to the date upon which any changes are to take effect, in case of the Cardholder's rejection of any of the proposed changes to the features, charges or terms and conditions applicable to the Card.

