

Terms and Conditions for Debit Card

Offshore Banking

Terms and Conditions for Debit Card

These Conditions cover the use of plastic cards issued by Clydesdale Bank International for withdrawing cash at ATMs and paying for goods and services direct from a Current Account. They do not cover credit, pre-pay or charge cards issued by us nor any other facilities granted to you by us. Please refer to the Card Specific Conditions in Section 6 of these conditions which apply only to the type of Card you have. The Definitions and the Universal Conditions apply, unless otherwise indicated, to all Account Cards covered by these Conditions. These Terms and Conditions should be read in conjunction with the Agreement, Account Tariff Leaflet and the terms and conditions applying to the Account to which your Card is linked.

1 DEFINITIONS

In these Conditions:

"Account" means the account maintained by the Account Holder with us and which is operated in conjunction with the Card;

"Account Holder", "you", "your", "yours" means the person(s) in whose name(s) an Account is maintained and, if there is more than one such person, includes any, each and all of you;

"Agreement" means the agreement between us and you relating to the use of the Card. It includes these Conditions. These Conditions may be altered from time to time - see Condition 10;

"ATM" means any automated teller machine or cash dispenser authorised to accept the Card;

"Bank", "we", "us", "our" means Clydesdale Bank PLC, Guernsey Branch, trading as Clydesdale Bank International;

"Benefits" means any benefits, privileges or promotions which we may offer or make available from time to time to Cardholders;

"Card" means any Debit Card issued to or for the use of a Cardholder in connection with the Account;

"Cardholder" means any person to whom we issue a Card;

"Cardholder Not Present Transaction" means a Card Transaction requested by mail, telephone or over the Internet or by any other means when the Cardholder is not present at the point of sale;

"Card Transaction" means each transaction whereby cash, goods or services are obtained by the use of a Card and/or, if applicable, the Debit Card Number;

"Debit Card" means a Card issued by us which may be used to withdraw cash from an ATM or to pay for goods or services (or a combination of these) and which is linked to the Account. It does not include credit cards, pre-pay cards or charge cards;

"Debit Card Number" means the long number (16 digits or more) identifying the Account shown on the front of a Card, which enables the Card to be used to make or authorise payments, including by telephone or over the Internet, to Suppliers participating in the relevant debit card scheme;

"PIN" in relation to a Card means the personal identification number we have supplied to or approved for a Cardholder to enable the Cardholder to make a Card Transaction;

"Supplier" means any person (including a retailer or a bank) who agrees to accept a Card and/or, if applicable, the Debit Card Number as payment for goods, services or cash;

"Tariff" means the tariff applicable to the Account in force from time to time. Copies of the up-to-date Tariff are available from your branch and on request from us by telephone; and

"Transaction" means a Card Transaction.

2 FUNCTIONS PROVIDED BY THE CARDS WE ISSUE

2.1 The Cards we issue enable the Cardholder to do one or more of the following:-

- withdraw cash from an ATM;
- make payment to Suppliers for goods or services.

3 CARD CONDITIONS

3.1 **The Card can be used to make cash withdrawals at an ATM:**

3.1.1 the Card and PIN can be used to obtain cash from an ATM authorised to accept the Card, subject to any maximum amount for withdrawal which we (or any other bank operating an ATM authorised to accept the Card) may from time to time determine.

3.2 **The Card can be used to pay for goods or services:**

3.2.1 the Cardholder may use the Card or Debit Card Number to make or authorise payments to Suppliers subject to any maximum amount we may from time to time determine. The Supplier will either ask the Cardholder to sign a voucher or to enter their PIN to authorise a Card Transaction (unless it is a Cardholder Not Present Transaction). The signature on a voucher should be that of the Cardholder, made in the presence of a Supplier and correspond to the signature on the reverse of the Card; and

3.2.2 where a Supplier has sought authorisation from us before completing a Card Transaction, the amount available for drawing on the Account shall be reduced by the amount of the Card Transaction so authorised even though that amount may not have been debited to the Account. It shall be at our discretion whether or not to authorise a Card Transaction. Where a Card Transaction in respect of which a Supplier has sought and received our authorisation is cancelled and the amount of such Card Transaction has not been debited to the Account, the amount of the cancelled Card Transaction will be added back to any remaining amount then available for drawing on the Account provided we have received proper notification of such cancellation from the Supplier in a form which is acceptable to us.

4 USE AND SECURITY OF CARD

4.1 A Cardholder must sign the Card immediately upon receipt.

4.2 Each Card is our property and a Cardholder must return it if asked, cut up in the manner specified in Condition 8.6. Only a Cardholder to whom a Card is issued may use that Card and any use of the Card and Debit Card Number is subject to the Agreement.

- 4.3 The Card must not be used:
 - 4.3.1 before the start date stated on the Card
 - 4.3.2 after the expiry date stated on the Card;
 - 4.3.3 after any notification by us of its cancellation, withdrawal or suspension;
 - 4.3.4 after the termination of the Agreement; or
 - 4.3.5 to carry out Transactions for an illegal purpose.
- 4.4 We will renew or replace a Card as necessary unless the Agreement is terminated or a Card is cancelled or withdrawn or its use suspended. An expired or replaced or otherwise redundant Card must be destroyed by the Cardholder by cutting the Card up in the manner specified in Condition 8.6.
- 4.5 A PIN will be issued to a Cardholder which may be used only by that Cardholder to make a Card Transaction. A Cardholder may be able to change the PIN through a Clydesdale Bank Autobank or Yorkshire Bank cash machine and we will tell the Cardholder how and when they can change the PIN when we issue the PIN.
- 4.6 The Cardholder must exercise all reasonable care to ensure that the Card is not lost or stolen and to prevent the PIN, password or other security information becoming known to any other person. This means that:
 - 4.6.1 the Cardholder must not disclose the PIN, password or other security information to anyone or use or record the PIN, password or other security information in a way which allows another person to discover it;
 - 4.6.2 the Cardholder must never write the PIN, password or other security information on the Card or on anything usually kept with it;
 - 4.6.3 the Cardholder must never write the PIN, password or other security information down without making a reasonable attempt to disguise it; and
 - 4.6.4 upon receipt of the PIN, the Cardholder must promptly destroy the PIN notification.
- 4.7 The Cardholder must not disclose the Debit Card Number or give their Card to any third party except:
 - 4.7.1 for the purpose and in the normal course of effecting a Transaction;
 - 4.7.2 when reporting the loss or theft of the Card;
 - 4.7.3 for the purposes of an agreement with a lost card notification agency approved by us.
- 4.8 The Cardholder must not use the Debit Card Number to make or authorise payments to Suppliers or to obtain cash that will take the account below the minimum agreed credit balance allowed on the Account or to create an overdraft position on the Account.
- 4.9 We will be entitled to debit to the Account the amount of each Transaction notwithstanding any irregularities concerning that Transaction or the use of the Card or security information.
- 4.10 Once the Card has been used for a Transaction, the Transaction cannot be stopped.
- 4.11 We will normally debit Transactions to the Account in the order that we receive, whether from a Supplier or any other party, and process full Transaction data. It will normally take from 1 to 7 days for a Transaction to be debited to the Account although in some cases, such as those involving Transactions originating outside the United Kingdom, this can take longer. We will be entitled to debit Transactions to the Account in priority to all other debits.
- 4.12 Subject to Conditions 8 and 12 you will pay us the amount of all Transactions arising from the use of the Card or Debit Card Number.

5 OVERDRAFT AND AUTHORISATIONS

Nothing in the Agreement entitles a Cardholder to use the Card to take the account balance below the minimum credit balance allowed on the Account or to create an overdraft position on the Account.

6 DEBITS

- 6.1 No delay or failure by us to debit the Account with the amount of any Transaction or part of a Transaction, or any other amount falling due, will affect our right to do so subsequently.
 - 6.2 All Transactions once debited to the Account will be shown on the statement relating to the Account. You must notify us as soon as possible if a statement includes an item which appears to be incorrect.
 - 6.3 No charges are applicable on any type of Card in relation to Transactions originated in the United Kingdom.
- CARD SPECIFIC CONDITIONS
- 6.4 Sterling Currency Card
 - 6.4.1 When this Card is used for Transactions other than Sterling amounts will be converted into Sterling at the rates of exchange applied for this purpose by us.
 - 6.4.2 Charges will apply if you use your Card for Transactions other than Sterling.
 - 6.5 Non Sterling Currency Card
 - 6.5.1 No charges are applicable when using this Card for Transactions originated in the currency of your account.
 - 6.5.2 When this Card is used for Transactions in a currency that differs from the currency of your Account, amounts will be converted into Sterling and then converted from Sterling into the currency of your Account, this will be at the rates of exchange applied for this purpose.
 - 6.5.3 Charges will apply if you use your Card for Transactions in a currency that differs from the currency of your Account. (Except as stated in 6.3 above)

7 PAYMENT, EXCHANGE RATES AND CHARGES

- 7.1 Charges for the use of the Card will be contained in the Tariff and/or in any other document containing Card charges which we may send to you. Charges for additional services will be advised at the time you request the service or when you ask.
- 7.2 We may debit the Account with the amount of any loss or costs incurred or charges made by us as a result of any breach by a Cardholder of the terms of the Agreement and any other applicable charges.
- 7.3 We will be entitled to settle the amount of Transactions or other liabilities you have arising under Condition 7.1 or 7.2 above from funds at credit of the Account.

- 7.4 You will still be liable to pay us all amounts due to us (including charges in relation to the Card) where there are insufficient funds in the Account to meet the relevant payment or we are unable to debit those amounts due to circumstances beyond our reasonable control.
- 7.5 Exchange rates can fluctuate and the exchange rate actually applied may be different from the exchange rate at the time the Transaction was made. This may also be the position where refunds are made under Condition 9.

8 LOSS OF CARD

- 8.1 Should a Card be lost or stolen or the details of the Card (including the Debit Card Number where the Card has one) for any other reason be liable to misuse or should the PIN, password or other security information become known to a person other than the Cardholder to whom it was issued, the Cardholder must as soon as reasonably possible notify us by telephoning **+44 (0) 1481 711102**. In addition, we may ask the Cardholder to provide written confirmation which the Cardholder must do within 7 days. Effective notification will take place when we receive verbal notification provided, in those instances when we request written confirmation, we receive written confirmation within 7 days.
- 8.2 Until we receive effective notification, you will be liable for any use of the Card. Your maximum liability will normally be £50. Once we have been effectively notified, you will not be liable for any further loss arising from use of any Card for a Transaction by any other person. However, if the Card, Debit Card Number or PIN, password or other security information has been used by a person who acquired possession of it with the Cardholder's consent or the Cardholder has acted fraudulently or has acted without reasonable care your liability will be unlimited.
- 8.3 Failure to comply with any of the provisions of these Conditions which relate to security of the Card may amount to acting without reasonable care.
- 8.4 Unless we can show that the Cardholder acted fraudulently or without reasonable care, you will not be liable if a Card is used by a third party before the Cardholder receives it or if a Card has not been lost or stolen but a third party uses the Card details for a Cardholder Not Present Transaction without the permission of the Cardholder or if a third party uses the Card details without the permission of the Cardholder and the Card has not been stolen.
- 8.5 If a Card is lost, stolen or misused, we may disclose any relevant information to the appropriate authorities. The Cardholder must give us all information they have regarding the loss, theft or misuse of the Card or the disclosure of the PIN, password or other security information. You and each Cardholder must also take all reasonable steps to help us and the authorities to regain the Card.
- 8.6 Should a Card which has been reported lost or stolen be retrieved, the Cardholder must not use the Card and the Card must be forwarded to **Clydesdale Bank International, PO Box 446, St. Peter Port, Guernsey, GY1 5BR**. Before the Card is forwarded, the Cardholder must cut the Card vertically through the magnetic stripe on the Card and through any electronic chip on the Card.
- 8.7 Notification of loss or theft may be given by the Account Holder, the Cardholder or by a third party (such as a card notification agent) approved by us for this purpose. Notification by the Account Holder or the Cardholder to a third party shall not constitute notification to us.
- 8.8 In the event of a Card being lost, stolen or mutilated we may issue a replacement Card.

9 SUPPLIERS AND ATMS

We will have no liability for the refusal of a Supplier or ATM to accept any Card. If a Supplier becomes liable to make a refund, we will credit the Account with the amount of the refund when we receive a proper refund instruction in a form acceptable to us from the Supplier. Unless the law otherwise provides, no claim by any Cardholder against a Supplier may be the subject of set-off or counter-claim or other process against us.

10 VARIATION

- 10.1 We may at any time, for any valid reason set out in Condition 10.2 below:
 - 10.1.1 change or introduce charges;
 - 10.1.2 make any change to the Conditions of the Agreement:
 - (a) if a change is to your disadvantage, we will notify you by writing to you 30 days before it comes into effect and you may terminate the Agreement;
 - (b) we may make any other change immediately and notify you about it within 30 days by writing to you or by notices in our branches;
 - 10.1.3 change our banking hours. We will give you at least 30 days notice by writing to you. If the variation is significant, in our reasonable opinion, we will notify you in writing; and
 - 10.1.4 close or move your branch, which may include moving your branch to another jurisdiction. We will notify you by writing to or emailing you 12 weeks before your branch is closed or moved. If we close or move your branch we will always also tell you how we will continue to provide services to you.
- 10.2 The changes referred to in Condition 10.1 will be proportionate and will be made for one or more of the following reasons:
 - 10.2.1 by agreement with you;
 - 10.2.2 to reflect a change in your financial circumstances;
 - 10.2.3 to reflect the introduction or development of new systems, methods of operation, services or facilities;
 - 10.2.4 to reflect a change or an expected change in market conditions, general banking practice or the cost of providing our services to our customers;
 - 10.2.5 to reflect a change or an expected change to the rules of any payment scheme which may be applicable to a Card;
 - 10.2.6 to conform with or anticipate any changes in the law or taxation, or codes of practice or recommendations of the Guernsey Financial Services Commission or other regulatory body;
 - 10.2.7 to ensure that our business is run prudently and remains competitive;
 - 10.2.8 to take account of any UK, UN, EU or international sanctions, or ruling by a court, ombudsman, regulator or similar body;
 - 10.2.9 to make these Conditions fairer or clearer for you;
 - 10.2.10 to enable us to harmonise our banking, interest or charging arrangements; or
 - 10.2.11 to rectify any mistake that might be discovered in due course.
- 10.3 If we have made a major change or a lot of minor changes in any one year, we will give you a copy of the new Conditions or a summary of the changes.

11 TERMINATION OR SUSPENSION

- 11.1 You may terminate the Agreement at any time by notifying us and by returning each Card in the manner specified in Condition 8.6 above. Termination shall take effect when we receive the Card/s.
- 11.2 We may terminate the Agreement at any time by giving you a minimum of 30 days notice.
- 11.3 We may also terminate the Agreement with immediate effect, if:
 - 11.3.1 you die;
 - 11.3.2 you are made bankrupt or enter into a voluntary arrangement with your creditors;
 - 11.3.3 you experience financial difficulties (short of being made bankrupt or entering into a voluntary arrangement) which adversely affect the way you conduct the Account;
 - 11.3.4 you are in breach of the Agreement;
 - 11.3.5 you are in breach of the terms of the Account; or
 - 11.3.6 the Account is closed.
- 11.4 We may also cancel, withdraw or suspend the use of any Card with immediate effect if we suspect the Card is being used for fraudulent purposes or if any of the reasons set out in Condition 11.3 apply.
- 11.5 Termination, withdrawal, cancellation or suspension of the use of any Card will not affect any liability you already have to us under the Agreement or under the terms of the Account.

12 GENERAL

- 12.1 You must (if not already opened) open and at all times maintain the Account and comply with the terms of the Account.
- 12.2 If the Account is in the names of more than one person you are all jointly and severally liable with each other for complying with the Agreement. This means that all of you are liable together and each of you is also liable individually for complying with the Agreement and paying all sums owing to the Bank on the Account.
- 12.3 Each Cardholder must immediately notify any change of their name, address, telephone number or other contact details to Clydesdale Bank International in writing or by telephone.
- 12.4 From time to time Benefits may be made available to Cardholders. Each Benefit is subject to its own terms and conditions which do not form part of the Agreement.
- 12.5 We may from time to time at our discretion and without notice add to, withdraw or vary any service or Benefits which do not form part of the Agreement. We will tell you personally at least 30 days before we withdraw any Benefit from being generally available to Cardholders.
- 12.6 Our failure to insist on our strict rights under the Agreement will not prevent us from enforcing these or any other rights.
- 12.7 We are not responsible if we cannot carry out our duties under the Agreement arising directly or indirectly from the failure or faulty working of any machine, data processing system or transmission link, any industrial dispute or anything beyond our reasonable control or that of our agents or sub-contractors.
- 12.8 The Bank may at any time assign all or part of the Bank's rights under the Agreement (which includes our right to payment of any sums due to us by you) and may disclose to any potential assignees such information regarding you and your affairs as the Bank may see fit. Your rights under the Agreement (or any part of it) and your legal rights will not be affected. You may not assign your rights under the Agreement unless agreed by us.
- 12.9 There may be other external taxes or costs relating to use of a Card that are not paid through us or imposed by us.
- 12.10 The Agreement shall be governed by the Laws of the Island of Guernsey. Each of the Bank and the Account Holder hereby submits to the non-exclusive jurisdiction of the Courts of the Island of Guernsey in respect of any proceedings arising in connection with the relationship between the bank and the Account Holder, the documentation relating to the Account and/or these Terms and Conditions. In the event of the Account being moved by us to Another jurisdiction under Condition 10.1.4, references above to Guernsey shall instead be references to the law and courts of that Other jurisdiction unless we notify you otherwise.
- 12.11 These Conditions are written and available only in English and we undertake to communicate to you in English when communicating with you regarding the Agreement.

13 CANCELLATION RIGHT

- 13.1 You can cancel the Agreement with us by contacting us and returning the Card to Clydesdale Bank International, PO Box 446, St. Peter Port, Guernsey, GY1 5BR within 14 days of concluding the Agreement. The Card should be returned to us in the manner described in Condition 8.6 above. Your right to cancel will lapse on the expiry of this period in which event you will then be bound by the Agreement. If you exercise this cancellation right you will not affect any liability you have to us under the Agreement or the Account arising from any Transactions or from any losses, costs or charges payable under the Agreement or the Account. Upon cancellation we may require the immediate repayment of all amounts owed. All charges under the Account Tariff which are incurred (although they may not have been applied yet) before you cancel the Agreement will continue to accrue in accordance with the Agreement and the Account Tariff until full repayment is made and regardless of any court judgement obtained by the Bank.

14 FINANCIAL SANCTIONS AND MONEY LAUNDERING

- 14.1 By agreeing to these Conditions You are confirming that:
 - 14.1.1 you are aware of the existence of certain UK, UN, EU and international sanctions which prohibit the free movement of funds, goods and services to and from certain designated countries, regimes, entities and individuals. Further information on these sanctions is available in the Financial Sanctions page on the Bank of England's website (www.bankofengland.com); and
 - 14.1.2 you are aware that, in addition, certain laws, acts, money laundering rules and policies of foreign governments and their agencies, whether or not having the force of law, may affect transactions on your Account.
- 14.2 We reserve the discretion to refuse to handle payments if we reasonably believe that by handling the payment we might breach a UK, UN, EU or international sanction or money laundering rule.

15 COMPLAINTS PROCEDURES

If you are not happy with any aspect of our service, please request a copy of our internal complaint handling procedures from us. Our aim is to resolve complaints to the satisfaction of our customers. There is currently no Financial Services Ombudsman Scheme operational in Guernsey.

16 TELEPHONE CALLS AND SECURITY

We draw to your attention that we may record or monitor telephone calls in order to ensure security for our customers and our staff and to help maintain service quality.

Clydesdale Bank International is a trading name of Clydesdale Bank PLC.

The Guernsey branch of Clydesdale Bank PLC is licensed as a deposit taker by the Guernsey Financial Services Commission, under the Banking Supervision (Bailiwick of Guernsey) Law, 1994 as amended and is regulated by the Guernsey Financial Services Commission in the conduct of the business of banking. There is currently no Financial Services Ombudsman Scheme operational in Guernsey. Deposits with Clydesdale Bank International are not covered by the Financial Services Compensation Scheme established in the UK under the Financial Services and Markets Act 2000.

Principal place of Business in Guernsey: Regency Court, Gategny Esplanade, St Peter Port, Guernsey, GY1 3ZU. Telephone: +44 (0) 1481 711102. Fax: +44 (0) 1481 723663.

This publication is also available in large print, Braille, tape and disk formats.
Speak to a member of staff for details.

www.clydesdalebankinternational.com

Clydesdale Bank PLC

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