



TERMS AND CONDITIONS

FOR DEBIT CARD

Effective DECEMBER 1 2016

**HBL BANK UK LIMITED
T/A HBL BANK UK**

Authorised by the Prudential Regulation Authority and
regulated by the Financial Conduct Authority and Prudential Regulation Authority.

HBL Bank UK Debit Card T&C

PLEASE READ THESE TERMS AND KEEP THEM IN A SAFE PLACE. YOU CAN ASK FOR A FURTHER COPY OF THE TERMS AT ANY TIME.

Debit Card Terms and Conditions of Use

These terms and conditions (these **"Terms"**) form part of the agreement between you and us, HBL Bank UK Limited (the **"Bank"**)

These Terms govern your relationship with us and create a contractual relationship, which affects your legal position. You should read them carefully and retain them for future reference. Please let us know if you would like an explanation of the meaning of anything contained in these Terms. Additional and up to date copies are available on request. These Terms are also available on our Website: www.hblbankuk.com.

These Terms apply to the debit card issued by us. The debit card may be used in the United Kingdom and abroad for direct debit transactions carried out at Merchants who accept "Visa" and at ATM's which carry the "Visa" logo. Please take time to carefully read through these Terms.

By signing the debit card application form you agree that you have received, read, understood and agree to be bound by these Terms and shall use the debit card in accordance with these Terms. If you do not agree to these Terms then you must not use the debit card. Please check these Terms periodically for changes. Your continued use of the debit card service following the notification of any change(s) (either by post or on our Website) to these Terms constitutes acceptance of those changes.

IMPORTANT NOTICE

Loss or Misuse of your Debit Card

If the debit card is lost or stolen, or you suspect that someone knows the PIN:

- If you are in the United Kingdom - you must phone our Customer Contact Centre on the telephone number mentioned on the back of the card - **0344 809 4258**, or contact your branch.

OR

- If you are abroad – either call us on – **+44 20 7780 1000** - or report the loss through **Visa Global Customer Assistance Service (VGCAS)** help-lines in the relevant country. In case you use VGCAS then any fees for the same may be charged to your Account.

Interpretation

In these Terms:

'Account' means your current account with us to which Transactions are debited.

'Additional Card' means a Card we issue to another person (an **'Additional Cardholder'**) nominated by you.

'ATM' means automated teller machine.

'Business Day' means a day (other than a Saturday or Sunday) on which banks are open for business in London.

'Card' means any debit card(s) we provide for use on the Account.

'Merchant' means a retailer or supplier of good and/or services.

HBL Bank UK Debit Card T&C

'Minimum Balance' means such minimum deposit, which must be held in the Account at all times, as we may notify you from time to time, unless we have agreed in advance.

'PIN' means the personal identification number you use with the Card.

"Schedule of Charges" means the separate document which sets out our charges from time to time. The current Schedule of Charges is displayed in our branches and on our Website.

'TOD' means unauthorised temporary overdraft.

'Transaction' means any payment made or cash withdrawn by you using the Card, or card number or PIN.

'we, us, our' means HBL Bank UK Limited (trading as HBL Bank UK) and whose registered address is 9 Portman Street, London W1H 6DZ, England.

"Website" means our website which can be accessed at www.hblbankuk.com.

'you, your' means the person or persons in whose name(s) the Account is opened.

1 Eligibility for a Card

Account holders are eligible to apply for and use the Card, except for joint account holders whose account requires joint signatures. A Card will be issued at our sole discretion.

2 The Card, Additional Cardholders and your obligations

2.1 We may issue a Card (and a related PIN) for use by you and any individual nominated by you as an Additional Cardholder. If we agree to do this, you are responsible for ensuring that the Additional Cardholder complies with these Terms.

2.2 You agree that we may debit from your Account all amounts arising from any Transactions carried out by you and/or any Additional Cardholder and/or incurred by us in connection with the use of the Card and any Additional Card, including those charged to the Account after any Card has been returned to us

2.3 You must ensure that you and any Additional Cardholder:

2.3.1 sign the Card as soon as it is received;

2.3.2 on receipt of a PIN, to memorise the number and then destroy the slip on which it is printed;

2.3.3 keep the PIN secret and not let anyone else know it, or use it;

2.3.4 keep the Card secure at all times and not allow any other person to use it;

2.3.5 to never write the PIN on their Card or on anything which is ever kept with the Card.

2.3.6 are aware of and comply with these Terms and any other requirements we may advise you and as applicable to you as a cardholder. In particular you and any Additional Cardholder must not allow anyone else to use their Card, Card details or PIN and must always keep their Card safe;

2.3.7 follow any instructions we give in connection with the safekeeping of a Card, Card details and PIN; and

2.3.8 ensure that neither a Card nor the Card details are used for any illegal purpose.

Failure to follow the above procedures may affect your liability for unauthorised payments.

2.5 The Card will not become valid or operational until it is activated by you telephoning us.

2.6 You and any Additional Cardholder must not use the Card if to do so would create a TOD or facility excess. If the use of your Card results in a TOD or an excess to your authorised overdraft, we may charge penalty interest and transaction fees in accordance with our Schedule of Charges.

HBL Bank UK Debit Card T&C

- 2.7 All Cards belong to us. If we ask for a Card back, you must ensure that it is not used again and you must return it immediately, cut in half across the black strip and/or through the smartcard chip. A Merchant or person acting for us may take or retain the Card on our behalf.
- 2.8 A Card is only valid for the time period printed on it. You must ensure that it is not used outside that period.
- 2.9 We may cancel or suspend the use of a Card at any time if we reasonably suspect fraudulent or other misuse of the Card or that any security requirements relating to the use of the Card, Card details or PIN have been compromised. If we do cancel or suspend the use of a Card, we will tell you as soon as possible unless the law prevents us from doing so or we reasonably believe it would undermine our security measures. Once a Card has been cancelled you must ensure that the you and any Additional Cardholder stop using the Card and that it is destroyed by cutting it in half across the black strip and through the smartcard chip.
- 2.10 When a Card expires, or is lost or stolen, we may provide you or the Additional Cardholder (as the case may be) with a new Card.
- 2.11 You may from time to time apply for Cards to be issued to Additional Cardholders by completing the relevant documentation required by us and providing such information and documentation as we may request in compliance with our policies and procedures.
- 2.12 You may at any time terminate the authority of an Additional Cardholders to use a Card. If you terminate the authority of an Additional Cardholders to use a Card, you must inform us in writing and destroy the Additional Cardholders Card by cutting it in half across the black stripe and through the smartcard chip. Until receipt by us such notification you will be liable for any Transactions undertaken by the Additional Cardholders User using the Card.
- 2.13 When the following function is made available by us: when you or an Additional Cardholders receive(s) a PIN it can be changed and can be selected at any ATM by following the on screen instructions.
- 2.14 If using your Card on the internet with a Merchant using the Verified by Visa (VbV) Service, you must register your Card when prompted as otherwise we will not authorise the Transaction.

3 Using the Card

3.1 Transactions

- 3.1.1 A Card and PIN can be used to make withdrawals and payments from your Account by means of the various facilities we make available to you. When using a Card for a Transaction, the Transaction will be properly authorised:
- 3.1.1.1 by you and any Additional Cardholder using the Card together with the PIN, and where appropriate using any "Proceed", "Enter" or similar key. Once the "Proceed", "Enter" or similar key has been used authorisation cannot be withdrawn; or
- 3.1.1.2 by you and any Additional Cardholder signing a receipt for the Transaction. If you or any Additional Cardholder has signed a receipt for the Transaction authorisation cannot be withdrawn once the signed voucher has been accepted by the Merchant for a debit Transaction or the other party to a counter Transaction.
- 3.1.2 As long as the cleared balance on your Account (plus any unused arranged overdraft) is sufficient, you may use your Card along with your PIN to obtain cash from any cash machine which we advise will accept your Card. Withdrawals may be made up to the daily cash withdrawal limit.

HBL Bank UK Debit Card T&C

- 3.1.3 We will advise you of the daily cash withdrawal limit (this may include the value of other Transactions carried out at cash machines, details of which will be advised to you from time to time) and we may adjust the limit from time to time. This limit applies to both domestic and international withdrawals.
- 3.1.4 You may use the Card in conjunction with the PIN to pay for goods or services from retailers and suppliers who display the "Visa" logo shown on the Card or any other logo which we notify to you.
- 3.1.5 A "cashback" service may be available at the discretion of the Merchant provided the Account is denominated in Pounds Sterling and you are in the United Kingdom.
- 3.1.6 The Card must not be used for any unlawful purpose, including (without limitation) the purchase of goods or services prohibited by such local law as may be applicable.
- 3.1.7 Transactions carried out using the Card will normally be applied to your Account on the same day the Transaction is carried out or on the next Business Day.
- 3.1.8 On each Business Day any available funds on the Account will be used first to pay Transaction notified to us since the previous Business Day before being used to pay any other debit from your Account.
- 3.1.9 When there is a Transaction in a foreign currency on your Account, we will convert it into Sterling at our then current exchange rate plus a foreign currency loading fee, details of which can be found in our Schedule of Charges.
- 3.1.10 You will have to pay all amounts charged to the Account by your Card (even when the details on the sales voucher are wrong or where no sales voucher is signed) if it is clear that you or any Additional Cardholder has authorised the Transaction. When we receive an acceptable refund voucher we will refund your Account.
- 3.1.11 If the Account is in joint names, although each of you may have your own Card, each of you is fully responsible for all Transactions carried out by any Card issued for use on the Account.
- 3.1.12 If an incorrect PIN is entered at any ATM three times in a row on the same day, the Card may be retained by the ATM and subsequently destroyed.
- 3.1.13 Transactions will be shown on the statement we provide or make available for your Account. We highly recommend that you check your statement regularly. If there is an entry which seems to be wrong you should tell us as soon as possible so that we can sort it out. Delay in notification may make correcting any error difficult. If we need to investigate a Transaction on your Account you and any Additional Cardholder(s) must co-operate with us, our advisers and the police, if we need to involve them. In some cases, we will need you and/or any Additional Cardholder(s) to give us confirmation or evidence that a Transaction has not been authorised. In addition to checking statements, you should notify our Customer Contact Centre as soon as possible by telephoning us on the number stated in the "Important Notice" at the beginning of these Terms if you become aware of a Transaction which has not been authorised by you.
- 3.1.14 When a Card is used to draw cash from an ATM or from within a Bank branch at a counter, we will debit that amount, plus any handling charge, from your Account. This applies whether or not the Account is already overdrawn or becomes overdrawn as a result.

3.2 Authorising payments

- 3.2.1 Where a retailer or supplier asks us for authorisation before accepting payment by the Card, we may decide not to give authorisation if:
 - 3.2.1.1 the Card has been reported as lost or stolen, or we have reason to suspect it is lost or stolen; or
 - 3.2.1.2 you or any Additional Cardholder have broken these Terms; or
 - 3.2.1.3 taking account of all other Transactions we have authorised, including those not yet charged to the Account, there are insufficient funds available in the Account.
- 3.2.2 Once you have carried out a Transaction using the Card you cannot ask us to stop that Transaction.

HBL Bank UK Debit Card T&C

3.3 Charges

- 3.3.1 Charges and fees will be payable in respect of the Card as detailed in our Schedule of Charges. These charges may be revised from time to time and details will be available in our branches and posted on our Website.
- 3.3.2 We will levy a foreign currency loading fee in respect of every Transaction made in a currency other than the currency in which the Account is denominated. This fee is applied through the exchange rate applicable to the conversion of the foreign currency amount at such rate stated in schedule of charges and would be added to the exchange rate.
- 3.3.3 We will charge to the Account, in addition to the amount of any Transaction, all fees, charges, debts or other payments owing to us by you in respect of any Transaction or in respect of the Card or its use.

3.4 Joint Account

- 3.4.1 If you have a joint account which requires single signature, although you may each have your own Card, you are each responsible for all Transactions carried out by any Card and for repayment of any debt which arises on the Account.

4 Your Account

- 4.1 We provide Cards to you so that you can operate your Account more conveniently. A Card itself does not give you an automatic overdraft, TOD or any other form of credit. If you would like to have – or to increase – an overdraft on the Account, you must apply to us in the usual way. Once we have agreed to an overdraft, you can draw on it using your Card but you must never go over your overdraft limit.
- 4.2 If the use of a Card creates a TOD or an overdraft we have not agreed or exceeds an agreed overdraft limit, you will have broken the terms of the Account and you must repay the unagreed amount immediately. We will be entitled, under the terms of the Account, in our sole discretion and without contacting you to allow the Account to become overdrawn or the agreed overdraft limit to be exceeded. In these circumstances the new or excess overdraft is an unauthorised overdraft and we will be entitled to charge interest at our standard rate for unauthorised overdrafts and to debit that interest and any resulting bank charges from your Account.
- 4.3 We may at any time:
 - 4.3.1 demand repayment of any borrowing on your Account (plus interest and charges if applicable);
 - 4.3.2 refuse to allow any further borrowing on an TOD and/or overdraft without giving you advance notice, although we will send you written confirmation.
- 4.4 We will debit the amount of each Transaction to your Account when we receive it. You will be liable to pay us all amounts so debited. You are also liable to pay all charges debited in accordance with condition 4.5. A Transaction is received by us when we receive the instruction from VISA. For debit Transactions a payment is sent for the account of the Merchant on receipt of the instruction from VISA.
- 4.5 Charges relating to Transactions abroad may be shown on your Account statements. The Schedule of Charges set our charges for Transactions abroad.

5 Liability

- 5.1 **If the Card is lost or stolen, or you and/or any Additional Cardholder(s) suspect that someone knows the PIN, you and/or any Additional Cardholder must carry out the instructions set out in the "Important Notice" at the beginning of these Terms.**

HBL Bank UK Debit Card T&C

- 5.2 Where your Card or Card details are misused:
- 5.2.1 unless you have acted fraudulently, you will not be responsible for any losses which results from:
 - 5.2.1.1 misuse before your Card came into your possession;
 - 5.2.1.2 misuse **after you have told us** that your Card is lost or stolen or that someone else knows your PIN; or
 - 5.2.1.3 someone else using your Card details without your authority to make a payment where the cardholder does not need to be present.
 - 5.2.2 in other circumstances, you will be responsible for:
 - 5.2.2.1 all losses caused by the misuse of your Card by someone who has it with your consent and which occur before you tell us that the Card may have been misused;
 - 5.2.2.2 losses of up to £50 resulting from the misuse of your Card while it is out of your possession;
 - 5.2.2.3 all losses caused by any misuse of your Card which is a consequence of your fraud; and
 - 5.2.2.4 where your Account is in credit, all losses that arise because you have failed, intentionally or with gross negligence, to keep your Card or your PIN details secret and where the misuse occurs before you tell us that your PIN details may have become known to someone else.
- 5.3 If the Card is misused by someone who has it with your permission you will have to pay for all Transactions carried out with the Card by that person.
- 5.4 If someone carries out a fraudulent transaction using your Card details on the internet or by telephone or mail order you will not be liable for the fraudulent transaction unless you have participated in or acted fraudulently or without reasonable care.
- 5.5 Once we receive notice of the loss, theft or possible misuse, we will cancel the Card. If the Card is then found you must not use it but destroy it (cut in half through the signature box and magnetic strip, and ensure the chip is cut in half).
- 5.6 You will not be responsible for any loss arising from misuse of a Card if it has not been received by you.
- 5.7 We will not be liable if any party refuses to let you pay or withdraw cash with the Card.
- 5.8 Both you and any Additional Cardholder must co-operate fully with us, our advisers and/or the police in investigating any loss, theft or possible misuse of any Card, Card details or disclosure of the PIN and in recovering a missing Card. If we suspect that a Card has been lost or stolen or is liable to misuse, we may take whatever steps we think necessary to deal with the risks. We may also pass on any information we think appropriate to other banks, to VISA outlets or anyone else who accepts a Card as a means of payment or withdrawal or to the police or other authorities or any relevant third party.
- 5.9 If a Card is found after we have been told it is missing, it must not be used. You should destroy it immediately by cutting it in half across the black strip and/or through the smartcard chip.

6 Giving information to third parties

- 6.1 You authorise us to give to any appropriate third party any relevant information in connection with the loss, theft or possible misuse of the Card or PIN; or in order for us to meet our obligations as a member of Visa.

HBL Bank UK Debit Card T&C

7 Ending your use of the Card

- 7.1 These Terms shall continue until terminated in accordance with the provisions of this condition 7.
- 7.2 You may end these Terms at any time by writing to us and enclosing all Cards issued on the Account, cut in half across the black strip and/or through the smartcard chip.
- 7.3 If we consider it appropriate we may end, suspend, withdraw or restrict the use of any Cards issued and PIN at any time. We will tell you before we take this action, or as soon as possible afterwards.
- 7.4 Subject to condition 7.5, we may end these Terms at any time by giving you two months prior written notice.
- 7.5 We may, at any time, end these Terms immediately and your and each Additional Card by giving you written notice if any of the following occurs:
- 7.5.1 any information you have given or give us in future (in connection with these Terms or not) is inaccurate or changes materially before you apply for the Card;
 - 7.5.2 you or any participant in any joint account dies, become of unsound mind, become insolvent (or in Scotland, apparently insolvent), a bankruptcy petition (or in Scotland a petition for sequestration) is presented against you, or steps are taken to appoint an administrator, judicial factor or similar officer to you or you apply to the court for a moratorium or make a proposal to creditors for a voluntary arrangement or you grant a trust deed for creditors or take any action (including entering negotiations) with a view to readjustment, rescheduling, forgiveness or deferral of any part of your indebtedness;
 - 7.5.3 your Account is closed for whatever reason; or
 - 7.5.4 you and/or any Additional Cardholder commits any other material breach of these Terms or the Terms and Conditions for Personal Accounts (copy of which is available on our Website) which, if capable of remedy, is not remedied within 7 days of receipt from us of a notice setting out full particulars of the breach and requiring it to be remedied.
- 7.6 After these Terms come to an end:
- 7.6.1 we can go on deducting the amount of any Transactions from your Account;
 - 7.6.2 you will still be liable to repay any borrowing on the Account and interest and charges (if applicable) will continue until repayment in full. In particular, if you have given instructions to a Merchant that allows them to process Transaction debits from time to time, it will be your responsibility to cancel those instructions yourself directly with the Merchant concerned.
- 7.7 If your use of the Account is ended or restricted, including us instructing you not to make any further withdrawals on the Account or use the Card without our agreement, then you will not be entitled to use the Card.

8 Changes to the Terms and Conditions

- 8.1 We may change these terms and conditions at any time to reflect changes in market conditions, good banking practice and relevant laws.
- 8.2 We will give you such notice as is stated in our Terms and Conditions for Personal Accounts (a copy of which is available on our Website).

HBL Bank UK Debit Card T&C

9 General

- 9.1 If there is any change in your name or address then you must inform us immediately.
- 9.2 The language of these Terms shall be English and communications and notices between us shall be in English.
- 9.3 These Terms replace any previous or existing agreement for the supply of a Card on your Account. Any such agreement still in existence will be cancelled automatically by these Terms.
- 9.4 We will do our best to give you a complete service at all times, but notwithstanding anything to the contrary in these Terms, if we are prevented, hindered, or delayed from or in performing any of our obligations under these Terms due to abnormal and unforeseeable circumstances beyond our control (including any strike, lock-out, labour dispute, act of God, war, riot, civil commotion, malicious damage, compliance with a law or governmental order, rule, regulation or direction, accident, breakdown or other failure of equipment, software or communications network, fire, flood, or other circumstances affecting the supply of goods or services), then we shall not be liable to you or be obliged to perform our obligations under these Terms to the extent that we are prevented, hindered or delayed in our performance by the abnormal and unforeseeable circumstances beyond our control.
- 9.5 We will not be liable to you:
- 9.5.1 for any losses not directly associated with the incident that may cause you to make a claim against us whether or not such losses were reasonably foreseeable; nor
- 9.5.2 for any loss of profits, loss of business, loss of goodwill or any form of special damages.
- 9.6 We may make available to you other individual services or benefits because you hold a Card. If we do so, we will have the right to withdraw the services or benefits covered by these Terms at any time, without having to give you advance notice.
- 9.7 If we relax any term of these Terms for you, this may be just a temporary measure or a special case. We may enforce it strictly again at any time.
- 9.8 You may not transfer your legal rights under these Terms to anyone else.
- 9.9 If we do not enforce any of these terms and conditions, or we delay in enforcing a condition, this will not prevent us from enforcing the condition at a later date.
- 9.10 We shall not be responsible for any inconvenience, loss, damage or embarrassment suffered by you due to malfunctioning or non-operation of any ATM, if the Card is not honoured/accepted by any Merchant or ATM in connection with any Transaction or the retention of the Card by an ATM in the United Kingdom or abroad.
- 9.11 All disputes relating to a Merchant shall be resolved exclusively between the relevant Merchant and you.
- 9.12 In the event that an ATM dispenses cash but the Account is not debited for the same, we are irrevocably authorised to debit the Account for such a withdrawal along with applicable bank charges at the rate prescribed by us, regardless of whether you are informed or have authorised the same. The applicable bank charges will be in accordance with our Schedule of Charges in force from time to time. In case the Account does not have sufficient funds for any reason, we will have the right to set-off any credit balance available in your Account with us.
- 9.13 You must maintain the Minimum Balance in the Account at all times. The current Minimum Balance is such amount as we may notify you from time to time.

HBL Bank UK Debit Card T&C

- 9.14 We may at our absolute discretion and without incurring any liability whether by virtue of these Terms otherwise refuse to implement any instruction without assigning any reason and will notify you of our decision to do so.
- 9.15 We shall endeavour that debit entries are correctly recorded in all account statements. However, in case of any error, we shall be within our rights to rectify the error unilaterally without notice to you and recover any amount wrongly paid and credited, together with any accrued interest or profit. We shall not be liable for any loss or damage suffered due to such errors and subsequent reversals by us.
- 9.16 You will be liable for all losses or costs incurred by us as a result of any breach by you of these Terms and shall reimburse us all such costs on our first demand.
- 9.17 In addition to these Terms the Card is issued and subject to our Terms and Conditions for Personal Accounts (copy of which is available on our Website).
- 9.18 If the Card expires, or is reported as lost or stolen or liable to misuse, a new Card may be provided at our discretion.
- 9.19 You authorise us to pass information to any Additional Cardholder(s). This information will include but not be restricted to detail of your Account.
- 9.20 For accounts opened in the UK these Terms are governed by the laws of England and Wales as are our dealings with you. You and we submit to the non-exclusive jurisdiction of the courts of England and Wales.
- 9.21 For your security, we may record phone calls between you and us. We may do this to make sure we are providing a high quality service and following your instructions correctly.

HBL BANK UK LIMITED

Registered Office: 9 Portman Street London W1H 6DZ United Kingdom

Registered in England and Wales. Company No. 1719649

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority

Website: www.hblbankuk.com