

Visa Debit Card

Terms and Conditions



Gibraltar
INTERNATIONAL BANK

Visa Debit Card

These Terms and Conditions comprise the Agreement between the Bank and the Cardholder in connection with the Cardholder's Gibraltar International Bank's VISA Debit Card. These Terms and Conditions must be read in conjunction with and are additional to, the Terms and Conditions for bank accounts as applicable from time to time.

PART 1

Interpretation

- "Account" means the bank account held or to be held with the Gibraltar International Bank Limited in the name of the Cardholder (whether solely or jointly with another person), the number of which is or shall be specified when applying for a Card and communicated to the Cardholder as appropriate.
- "Bank" means the Gibraltar International Bank Limited.
- "Card" means the Gibraltar International Bank's VISA Debit Card, including any replacement of the Card.
- "Cardholder / you" means the person having power alone to operate the Account in accordance with the Bank mandate in respect thereof.
- "PIN" means the Personal Identification Number which the Cardholder uses from time to time with the Card.
- "Transaction" means any cash withdrawal or payment made using the Card, or any refund arising in connection with the use of the Card in any authorised manner for debit or credit to the Account.

PART 2

Issuance of your Card

- 2.1 Your Card will be sent to you via post. Upon receipt of your Card you (any additional Cardholders) must ensure that you sign the back of the Card on receipt.
- 2.2 Shortly after receiving your card you will also be provided with A PIN advice slip via post. Upon receiving your PIN you must memorise your PIN and safely dispose of your PIN advice slip. It is important that you not write down your PIN in a manner which can be understood by any other person or communicate your PIN to another person or store your PIN number together with your Card.
- 2.3 Upon receiving your Card and PIN you must first activate your card before it will become valid or operational. The Card is to be activated by such mode as the Bank may specify to you in writing.
- 2.4 By activating the Card, the Cardholder agrees that you have read and understood this agreement and agree to be bound by the terms contained herein and in the Bank' General Terms and Conditions
- 2.5 Your Card will remain property of the Bank. The Bank or a person or other organisation acting for us, for example, another bank operating an ATM, may retain the Card, require the Cardholder to return the Card, or suspend the use of the Card at any time in its absolute discretion and the Bank shall not be liable for any loss suffered by the Cardholder as a result thereof.

PART 3

Using your Card

- 3.1 You may use your Card to obtain cash from any Automatic Teller Machine (ATM) which accepts your Card so long as your Account has sufficient cleared funds for each Transaction.
- 3.2 We will advise you in writing of the limit imposed by the Bank on the amount of cash which you can withdraw per day. This limit may be changed by the Bank from time to time and this limit will apply to domestic as well as international Transactions.
- 3.3 In addition, you may use your Card to make purchases from retailers or suppliers of services where they accept and display the VISA logo. When you enter into such Transactions funds will ordinarily be deducted from your available funds within one business day although there may be a delay before such Transactions are reflected in your account and the bank is not liable for any losses or charges incurred as a result of such a delay.
- 3.4 Where you enter into a Transaction in which the currency denomination is not in Pounds Sterling the Transaction will be converted to Pounds Sterling using the VISA Payment Scheme Exchange and the Bank assumes no liability or warrants the availability of, or rate of conversion for, any non-Pounds Sterling Transactions.
- 3.5 Transactions, including ATM Transactions, which are not in Pounds Sterling may also be liable for service or other fees as the Bank may advise in writing and as contained in the Debit Card Important Information Leaflet.

PART 4

Restriction on use

- 4.1 The Card must not be used: -
- by anyone other than the Cardholder;
 - before or after the period for which your Card is valid;
 - before it is activated;
 - after the Bank has suspended, revoked or restricted your use of the Card;
 - after the Bank has notified you return the Card to the Bank;
 - if your card is lost stolen or if you suspect that your card has been misused or if you identify suspicious Transactions;
 - if you have insufficient funds in your Account to meet any Transaction;
 - if your Account has been closed or suspended.
- 4.2 If the Bank is asked to authorise a Transaction, the Bank may take into consideration any other Transactions which have been authorised but which have not been debited to the Account (and any other transactional activities upon the Account) the limits and other conditions referred to in these Terms and Conditions and if the Bank determines that there are or will be insufficient available funds in the Account to pay the amount that would be due in respect of such Transaction, the Bank may in its own absolute discretion refuse to authorise such Transaction, in which event such Transaction will not be debited to the Account. The Bank shall not be liable for any loss resulting from any such refusal to authorise any Transaction.

PART 5

Insufficient Funds

- 5.1 In the event that there are insufficient available funds in the Account to pay any Transaction or other amount payable from the Account, including any mark-up, fees, charges, currency conversion charges, service fee or any other payments due to the Bank, the Bank may in its own absolute discretion (and without any obligation to do so) transfer or arrange the transfer of sufficient funds from any other account held by the Cardholder with the Bank to the Account. In this regard, the Cardholder permits, authorises and consents to the Bank consolidating, combining or setting off any such credit balances existing in such other accounts against the Transactions charged or to be charged by the Cardholder against the Account.

PART 6

Issuance of your Card

- 6.1 Where a Transaction is refunded by a retailer or supplier of services the Bank will only credit your Account when it receives proper instructions and the funds in respect of such refund. The Bank shall not be responsible or liable for and loss resulting from any delay in the receipt by the Bank of proper instructions or the funds.
- 6.2 Once a Transaction has been authorised by you, such a Transaction cannot be cancelled or refunded by the Bank without the cooperation of the retailer or supplier of services to which the Transaction was made.

PART 7

Loss or Theft

- 7.1 The Cardholder must take all precautions to prevent unauthorised use of the Card or PIN.
- 7.2 If the Card is lost or stolen, or you suspect that it has been lost or stolen, the Cardholder shall immediately notify the Bank by telephone on the contact number(s) from time to time notified to the Cardholder and the Cardholder must, in addition, immediately notify the Bank in writing of such loss or theft.
- 7.3 The Cardholder will be liable for all Transactions until the Bank is duly notified in the foregoing manner.
- 7.4 The Cardholder must co-operate with any officers, employees, representatives or agents of the Bank and/or law enforcement agencies in any efforts to recover the Card if it is lost or stolen. You authorise the Bank to disclose information about the Cardholder and the Account if the Bank thinks it will help avoid or recover any loss to the Cardholder or the Bank resulting from the loss, theft, misuse or unauthorised use of the Card.
- 7.5 Unless you have acted fraudulently, or have disclosed your PIN and/or handed over your Card to a third party, you will not be held liable for any losses incurred on your Card after you have notified the Bank that your Card has been, or you suspect that your Card has been lost, stolen or misused.
- 7.6 If the Card is found after the Bank has been given notice of its loss or theft the Cardholder must not use it again. The Card must be cut in half through the magnetic strip and returned to the Bank immediately.
- 7.7 Upon the Cardholder notifying the Bank that the Card has, or is suspected to be, lost, stolen or misused, the Bank will cancel the Card and issue a replacement card and/or PIN to the Cardholder. The Bank will not be liable for any loss suffered by the Cardholder during the period in which the Card has been cancelled and the replacement Card is activated.

PART 8

Charges

- 8.1 The Cardholder agrees that charges, fees, duties, levies and other expenses (collectively the “charges”) may be charged by the Bank for the issuance and usage of the Card. The Cardholder agrees to pay and reimburse the Bank all or any of such charges immediately upon demand. Such charges will change from time to time at the discretion of the Bank and the Bank will notify the Cardholder of changes in writing. All charges are non-refundable unless otherwise indicated by the Bank.

PART 9

Liability

- 9.1 The Bank shall not be liable for any loss resulting from the refusal of any retailer, supplier, other bank or card operated machine to accept use of the Card in connection with any Transaction. No claims of the Cardholder against any retailer or supplier may be the subject of set-off, claim or counterclaim against the Bank. The Bank shall not be liable in any way for the quality, quantity, sufficiency, acceptability, merchantability of goods and/or services booked, used or purchased by the Cardholder through the use of the Card or for any breach or non-performance of any Card Transactions by a retailer or supplier. The retailer or supplier or services shall under no circumstances be regarded as an agent or representative of the Bank and neither the Bank shall be responsible nor liable in any manner for any acts or omissions or breach of representations.
- 9.2 The Cardholder hereby indemnifies and holds the Bank harmless against any or all losses, damages, costs or expenses which the Bank suffers or sustains as a consequence of the Cardholder being in breach of these conditions or the Terms and Conditions governing the Account or the Cardholder using or permitting the use of the Card for any Transaction, whether illegal, unauthorised or otherwise.
- 9.3 The Bank shall not be liable to the Cardholder for any loss suffered as a result of the Bank being prevented from or delayed in providing any banking or other services to the Cardholder due to strikes, industrial action, failure of power supplies, systems or equipment or causes beyond the Bank's control. The Bank shall not be liable in any manner due to any accidental death, injury or property damage that may be sustained by the Cardholder in using the Card at the ATM rooms or locations, it being agreed that the Cardholder shall use the Card entirely at his/her own risk, cost and consequences.

PART 10

Miscellaneous

- 10.1 The Bank may terminate the Agreement comprised in these Terms and Conditions by notifying the Cardholder in writing to the Cardholder's last notified address as per the Bank's records. The Cardholder may terminate the Agreement comprised in these Terms and Conditions by notifying the Bank in writing, cutting the Card in half through the magnetic strip and returning the Card to the Bank. Such termination shall be effective, subject to the provisions of the following paragraphs of this clause, upon receipt by the Bank of such notice of termination by the Cardholder.
- 10.2 The Agreement comprised in these Terms and Conditions, shall be deemed to remain in full force and effect if and in so far as any Transaction is completed but not debited to the Account prior to termination thereof.
- 10.3 Termination of the Agreement comprised in these Terms and Conditions shall not prejudice any liability in respect of things done or omitted to be done prior to termination thereof.

- 10.4 These Terms and Conditions and any charges relating thereto may be changed by the Bank at its sole option at any time and from time to time by notice (whether general, specific or by publication in the Bank's Schedule of Charges) to the Cardholder(s). Any such changes will be effective from the date stated on the notice or Schedule of Charges or such later date as may be expressly specified therein by the Bank. Any charges or fees due to VISA in respect of the use of the Card and any variations thereto made by VISA shall be solely to the Cardholder's Account only and the Bank shall not be liable for same.
- 10.5 The Cardholder authorises the disclosure to any company within the Bank's group of companies, to any third party processors, service providers and/or card personalisation firms utilised by the Bank from time to time. Such information shall include but not be limited to the Cardholder's details, the Card, the Account and any Transaction as the Bank considers in its sole opinion to be necessary or desirable. The Bank may also disclose such information in relation to the Cardholder, the Card, the Account or any Transaction as may be required by law, practice or usage.

PART 11

Jurisdiction and Governing Law

- 11.1 This agreement is governed by the laws of Gibraltar and you agree to submit to the jurisdiction of the courts of Gibraltar. However the Bank reserves the right to take legal action against you in any jurisdiction that the Bank may deem appropriate.

Traditional banking
with a modern feel.

To find out more visit www.gibintbank.gi

Tel: +350 200 13990

Email: Gib.cards@gibintbank.gi

Gibraltar International Bank Limited is authorised and regulated by the Gibraltar Financial Services Commission.
Company Registration Number 109679.



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