



Bank of St. Helena Ltd.

www.sainthelenabank.com

Local Debit Card Service Cardholder Terms and Conditions

These Terms and Conditions are applicable to the Bank of St Helena Local Debit Card. These Terms and Conditions cover the use of the Debit Card by the Cardholder and are supplemental to the Account Terms and Conditions. If there are any discrepancies between these Terms and Conditions and the Account Terms and Conditions, the Account Terms and Conditions will take precedence.

In these Terms and Conditions:

“**Debit Card**” means any [Local] Debit Card issued to the Cardholder by Bank of St Helena Ltd (the **Bank**) which may be used to undertake on-island banking transactions by electronic means. “**Cardholder Account**” means the Account nominated by the Cardholder in respect of the Debit Card.

“**Cardholder**” and “**You**” means the individual to whom any Debit Card has been issued.

“**Bank Card Services**” means the Card Service Department of the Bank which can be contacted by telephone on (+290) 22829 or in writing at the Bank’s main office in Jamestown. Automated Card Services are also provided through the Bank’s dedicated Telephone Card Service facility available on (+290) 25335.

“**Business**” means any Business Establishment that accepts payment for purchases through an electronic point of sale terminal and is approved by the Bank.

“**St Helena Pay Service**” means having the facility to accept transactions by Bank of St Helena Local Debit Card.

The Bank reserves the right to amend these Terms and Conditions at any time upon notice to the Cardholder. Use of the Debit Card after the date upon which any change to these Terms and Conditions is to have effect, will constitute Cardholder acceptance. If the Cardholder does not accept any proposed change, the Debit Card must be returned to the Bank prior to the date upon which such change is to have effect.

The Debit Card is and will be at all times, the property of the Bank and is returnable to the Bank on demand. The Bank reserves the right to withdraw, at its discretion, the Debit Card and/or the services offered, at any time without prior notice or reason.

If more than one person and/or entity is a signatory to the Cardholder Account, they each agree to be bound by these Terms and Conditions, they are both fully responsible for any money which may become due under them, the obligation and liabilities of such persons/entities hereunder will be shared, and, as the context may require, words herein denoting the singular only will be deemed to include the plural.

Important Notice:

The loss or theft of the Debit Card should be reported to the Bank immediately by calling Bank Card Services on telephone number (+290) 22829. In the event of loss or theft, Cardholders may also block the Debit Card by calling the Telephone Card Service on (+290) 25335. The Cardholder will be responsible for all transactions effected by use of the Debit Card until such notification or blockage.

1 Receipt of Card and Card Activation

The Cardholder must sign the Debit Card immediately upon receipt. The Cardholder must not permit any other person to use it and should safeguard the Debit Card from misuse. Before the Debit Card can be used it must be activated. To activate the Local Debit Card, the Cardholder must provide the necessary personal details and complete the activation in accordance with the instructions provided by the Bank.

2 Use of the Local Debit Card

The Debit Card will be accepted only at those Business Establishments offering the St Helena Pay Service. Any usage of the Debit Card for purchases in outlets other than those offering the St Helena Pay Service will be deemed unauthorised and the Cardholder shall be responsible for such transactions.

The Cardholder authorises the Bank to debit or credit the Cardholder Account with all transactions made using the Debit Card. Transactions carried out using the Debit Card will normally be debited to the Cardholder's Account immediately. The Cardholder will maintain sufficient funds in the Cardholder Account to meet any such transactions. The Cardholder is not permitted to overdraw the Cardholder Account or withdraw funds by the use of the Debit Card in excess of the overdraft limit, if any, agreed with the Bank. If there are insufficient funds in the Cardholder Account the transaction will be declined. If there is a declined transaction this will need to be addressed by the Cardholder and the Business.

The Cardholder may withdraw cash (Cashback) using the Debit Card at those Business Establishments who have opted to provide this facility. Individual Business Establishment limits for the provision of Cashback will apply.

The Cardholder will be responsible for all transactions effected by the use of the Debit Card, whether authorised by PIN by the Cardholder or not.

Manual transaction processing will be permitted at those authorised Business Establishments in the event that electronic Debit Card services cannot be delivered. Manual Debit Card transactions are guaranteed up to Fifty Pounds (£50.00) and, upon receipt by the Bank, are subject to payment delays up to Two (2) working days. The Cardholder will maintain sufficient funds in the Cardholder Account to meet any manual Debit Card transactions. If manual Debit Card transactions are undertaken and the Cardholder exceeds their available balance, if any, the Cardholder will enter into unauthorised status, the prevailing unauthorised overdraft interest rates will apply and, sufficient funds must be paid immediately into the Cardholder Account to bring the Cardholder Account into authorised status.

The Cardholder must notify the Bank's Card Services of any transaction that is invalid, or unauthorised by the Cardholder, within thirteen (13) months from the date of the transaction. If the Cardholder fails to notify within this period, the transaction(s) will be considered valid.

Any cardholder report of an invalid or unauthorised transaction, the Bank will, as far as practical, investigate any fraudulent Debit Card activity, and where necessary use the appropriate Local Authorities to do so.

3 Security

The Personal Identification Number ("PIN") will be created by the Cardholder for use with the Debit Card services and the numbers used, or any number(s) substituted, by the Cardholder for that purpose, are strictly confidential. A PIN should not be disclosed to any third party under any circumstances. The Cardholder must keep any PIN confidential. The Cardholder should not keep any written record of any PIN in any place or manner, which enable a third party to use the Debit Card. The Cardholder must notify Card Services immediately if the Cardholder believes their PIN has been obtained or changed without their consent.

If a Cardholder forgets their PIN, the Cardholder should contact Card Services at the Bank on (+290) 22829 for a replacement PIN. In the event where it becomes necessary for a Cardholder to replace their PIN, Cardholders may also do so by calling the Telephone Card Service on (+290) 25335.

See also the Bank's Customer Data Security document which offers guidance in this area, available from Bank offices and its website www.sainthelenabank.com/customer-data-security/.

4 Disputed Transactions

If the Cardholder believes that any transaction(s) were not authorised by them or have been debited from their Account in error, the Cardholder should first contact the Business where the transaction was made.

If the Cardholder cannot resolve the disputed transaction with the Business, the Bank will take reasonable steps to investigate. However, it is not guaranteed that the Bank will be able to resolve the dispute. If fraudulent activity is suspected, where necessary the use of the appropriate Local Authorities will be engaged by the Bank.

If the Bank, during its investigations of a disputed transaction, subsequently discovers or suspects that the Cardholder has acted fraudulently or with gross negligence, the Bank may charge the Cardholder an Investigation Fee of Fifteen Pounds (£15.00) and may cancel, suspend or withdraw the Debit Card.

If, following a good faith investigation by the Bank, the investigation results in the Bank concluding the transaction was authorised or no error has been made, the Bank's conclusion shall be final and binding on the Cardholder.

5 Lost or Stolen Local Debit Cards

If the Debit Card is lost or stolen, or it is suspected that the Debit Card may have been used fraudulently or without the Cardholder's consent, the Cardholder must notify Bank Card Services immediately by telephone on (+290) 22829.

6 Replacement Debit Cards

A free replacement card can be issued after a period of three (3) years from the date of issue by the Bank. During this three-year period the Cardholder will be entitled to one free replacement card due to damages, loss or theft. Any additional cards requested within the three-year period will incur a fee at the Bank's discretion (see the Bank's Rates, Fees and Charges brochure).

7 Monitoring Card Usage

Cardholders wishing to monitor their account(s) may do so using the Bank of St Helena Online Banking service. Alternatively, Cardholders may request a free monthly statement.

8 Cancellation of Debit Card

The Bank may cancel, restrict, suspend or withdraw the use of the Debit Card immediately if the Bank suspects any crime, fraud or misuse in relation to the Card or PIN.

If the Bank or Cardholder cancels a Debit Card, the Cardholder is responsible for destroying the cancelled card or alternatively for returning the Debit Card to the Bank.

9 Start Smart Card

Start Smart Cards can be requested using the Start Smart Application Form. The account can only be opened by the legal parent or guardian of the named card holder, and the parent / guardian will be required to sign the back of the card. The PIN and Card Security Number will be set by the parent / guardian before the card can be used.

The card can only be used by the card holder named on the front of the card. The parent / guardian can manage the card using Online Banking to both credit and debit the account.

Cashback Services are not a feature available to Start Smart Cards nor can a Start Smart Card be used at Bank's Teller Card Services to withdraw or pay-in to the account.

The card will be automatically blocked by the Bank on the card holders eighteenth birthday and will no longer be valid for transactions.

10 Liability

10.1 The Bank's liability to the Cardholder is as follows:

- a) The Bank shall not be liable to the Cardholder for any loss or damage (other than that which cannot be excluded by law) the Cardholder may suffer as a result of the Cardholder's use or inability to use the Debit Card, or any loss or damage the Cardholder may suffer as a result of a third party using the Debit Card or PIN.
- b) The Bank shall not be liable to the Cardholder in any circumstances for any loss or damage (other than that which cannot be excluded by law) that does not arise directly from the matters for which the Bank is responsible; or which are beyond its reasonable control; or which the Bank could not reasonably foresee.
- c) The Bank cannot guarantee that a Business Establishment will accept the Debit Card or that the Bank will authorise any particular transaction. The Bank shall not be liable for any loss or damage the Cardholder may suffer in the event that:
 - i. A Business Establishment refuses to accept the Debit Card (in whole or part),
 - ii. The Bank cancels or suspends the Debit Card,
 - iii. The non-available liability of the Debit Card,
 - iv. The Bank does not authorise a transaction; or
 - v. There is any technical or machine failure.

- d) Unless otherwise agreed by the Bank in advance, any liability the Bank may have to the Cardholder will be limited to the actual amount of any loss or damage the Cardholder may incur or suffer.

10.2 The Cardholders Liability to the Bank (subject to condition 10.3) is as follows:

- a) The Cardholder will be liable to the Bank for (and agrees to indemnify the Bank against) all actions, claims, costs, damages, demands, expenses, liabilities, losses and proceedings the Bank directly or indirectly incurs, or which are brought against the Bank if the Cardholder has acted fraudulently, has been negligent, has misused the Debit Card or PIN, or has breached these Terms and Conditions, including the costs of any legal action taken to enforce these Terms and Conditions.
- b) The Bank shall not be bound to recognise the interest or claim of any person other than the Cardholder in respect of the available balance on the Debit Card, nor shall the Bank be liable in any way for failing to recognise such an interest or claim (except as required by law).
- c) No claim by the Cardholder against a third party may be the subject of a defence or counterclaim against the Bank.

10.3 The Cardholder will be liable up to a maximum of fifty pounds (£50.00) for any losses incurred in respect of unauthorised payment transactions arising from the use of a lost or stolen Debit Card; or where the Cardholder has failed to keep any personalised security features of the Debit Card (such as the PIN) safe. The Cardholder will be liable for all losses incurred in respect of any unauthorised transactions on the Debit Card where the Cardholder has acted fraudulently, or where the Cardholder has with intent or gross negligence failed to comply with these Terms and Conditions.

Except where the Cardholder has acted fraudulently, the Cardholder is not liable for any losses incurred in respect of any unauthorised transactions on the Debit Card after the Cardholder has informed the Bank of the loss or theft of the card or that someone else knows the PIN.

11 Changes to these Terms and Conditions

These Terms and Conditions may be amended at any time if and when it is deemed necessary or appropriate for the Bank to do so. Notice will be deemed to have been served by the Bank posting a notification in its offices and on its website, www.sainthelenabank.com.