

# Reliance Bank Limited Corporate Visa Debit Card Terms and Conditions

1st June 2020

## Useful information

### Office opening hours:

Monday – Thursday 8.30am – 4.15 pm Friday 10.00am – 4.15pm

## Telephone numbers

Reliance Bank Limited Office - +44 (0) 20 7398 5400

## Lost or stolen Reliance Bank Visa debit cards

Customer Services during office hours +44 (0) 20 7398 5400  
Lost and Stolen telephone help line number +44 (0) 20 7929 1344

Email. [info@reliancebankltd.com](mailto:info@reliancebankltd.com)



## **Business Visa Debit Card Terms and Conditions**

These Product Terms must be read in conjunction with our Business Terms and Conditions which govern how we provide our services to you, these Product Terms add product-specific terms that you must also be aware of.

You should read these Product Terms carefully and retain a copy for future reference. We can provide you with additional or up-to-date copies of these conditions if you ask us or, alternatively, these conditions are also available on our website [www.reliancebankltd.com](http://www.reliancebankltd.com).

### **Section 1: General Information**

#### **1. Terms and conditions**

These Product Terms and our Business Terms and Conditions comprise the agreement between us and you concerning the usage of a Reliance Bank Business Visa Debit Card and the definitions in our Personal Terms and Conditions apply. Please refer to these if you are unsure.

We reserve the right to change these Product Terms and the banking practices and charges relating at its discretion and at any time.

An authorised officer, employee, associate or agent of the Issuer or Bank may retain the Card, suspend the use of the Card at any time without notice to you if misuse is suspected or require you to return of the Card.

#### **2. Definitions in these Terms and Conditions**

- "Account Holder" means the natural person or persons in the name of which the Account is held.
- "Account" means the account held with the Bank in respect of which a Card shall be issued in accordance with these Terms and Conditions.
- "Account Currency" means the currency in which the Card is issued and in which the Account is maintained.
- "Application" means the application made by the Account Holder to the Bank for a Card to be issued for use by the **User/Cardholder** in connection with this Agreement.
- "ATMs" means Card operated cash machines.
- "Bank" For the purpose of these Terms and Conditions the term "Bank" means the bank where the Account is held - Reliance Bank Limited.
- "Card" means a Reliance Bank Corporate Visa Debit Card issued to the **User/Cardholder** at the request of the Account Holder. Where more than one Card is issued references made to a Card shall be to each such Card individually and to all such Cards collectively.



- "**Cardholder**" means the person named having been authorised by the Account holder to operate the Account in accordance with the terms and Conditions in accordance with the Application, it being provided, subject to the exercise of the Bank's discretion that such person is over the age of 18 and of full capacity.
- "Card Transaction" means any cash withdrawal or payment made using the Card in any authorised manner for debit or credit to the Accounts
- "Issuer" means Close Bank Guernsey.
- "PIN" means the personal identification number issued to the **User/ Cardholder** from time to time for use with the Card.
- "These terms and Conditions" means The Terms and Conditions for The Reliance Bank Corporate Visa Debit Card.
- "Visa" means Visa International Service Association, a corporation organised and existing under the laws of the State of Delaware, United States of America, having an office and principal place of business at 900 Metro Centre Boulevard, Foster City, State of California, United States of America 94404 or any subsidiary successor or assignee thereof.

#### **To be retained by the Cardholder**

### **Section 2: Cardholders - about using your Business Debit Card**

1. These Conditions govern the use by you, the cardholder, of the Corporate Visa Debit Card (Card) issued by us, Reliance Bank Limited, to you under the terms of an agreement between us and the organisation by whom you are employed or in which you are a partner or proprietor ("the Customer") and must be read in conjunction with our Business Terms and Conditions. All references to the use of the Card also refer to the use of your Card details and any related personal identification number (PIN) if issued. The PIN may be changed at any cash machine displaying the VISA symbol.
2. If the Card is used to pay for goods and services through the internet, card details must be sent in **encrypted form** using the "**secure session**" features which are included in the current versions of such as Netscape and Microsoft browsers. The use of the Card to place orders or make payments through the Internet is otherwise not permitted and Card details must never be sent in un- coded form on the Internet.
3. You must only use the card during the validity period shown for amounts that will not cause the limit for the card, which will be notified to you, or the customer's credit limit, to be exceeded. Any renewal card received must be signed immediately and kept safe until the start of the period of validity at which time any existing card shall be immediately destroyed by cutting through the gold chip. The card must not be used if cancelled or suspended. The card is the property of Close Bank Guernsey and must be returned upon request.
4. If the card is lost or stolen, or you suspect fraudulent use, you or the customer must notify us as soon as the loss, theft or fraudulent use has been discovered, by telephoning during office hours our Customer Service Team **+44(0) 20 7398 5400** or the help line number **+44(0) 20 7929 1344**, available 7 days a week, 24 hours.
5. You must co-operate with us and the police in any investigation into the loss, theft or possible misuse of the card. We will disclose information to third parties about you, the Customer and relevant accounts if we think it will help avoid or recover loss. Should you retrieve the card after it has been reported lost or stolen, it must not be used but destroyed by cutting through the gold chip and sent to us.
6. All reasonable precautions must be taken to prevent fraudulent use including the following;



- Never write your PIN on the card or any item normally kept with it.
  - On receipt of your card, sign on the signature strip immediately.
  - Never disclose your PIN to someone else, even if they purport to be a bank.
  - Inform us if you suspect someone else knows your PIN. (Refer to condition 4)
  - Destroy your PIN advice promptly after receipt.
7. When you telephone us, your call may be monitored or recorded.
8. We will not be liable if any retailer, supplier or bank refuses to accept your card.
9. We may vary these Conditions at our discretion by giving notice in writing to you and/or the Customer.

### **Section 3: Cardholders' information**

#### **Your Information**

In this section, “we” “us” and “our” refer to Reliance Bank Limited

“Your information” refers to paragraphs 10 to 14 below.

#### **The following applies to you as the Cardholder on behalf of your business.**

10. To verify your identity we may make searches about you at credit reference agencies who will supply us with information, which may include information from the Electoral Register. The agencies will record details of the search. We may use scoring methods to verify your identity and we may also search the Electoral Register ourselves and carry out other identity checks. We may keep copies of any identification evidence you provide.
11. We will send information about the use of your card to your employer or the Account Holder.
12. Relevant information may also be exchanged with others for the purposes of fraud prevention, audit and debt collection and if required by authorised governmental and non-governmental regulators or ombudsmen. We aim to keep your information up- to -date. We may use third parties (in jurisdictions inside and outside the European Economic Area where there may be less stringent data protection laws.) to process information on our behalf. Wherever it is processed, your information will be protected by a strict code of secrecy and security, which all members of Reliance Bank Limited and their staff and any third parties are subject to and will only be used in accordance with our instructions.
13. Under data protection legislation, you can request in writing a copy of certain personal records we hold about you. Please make sure you read our Privacy Policy which sets out all details on how we collect and process personal information.
14. To ensure that we carry out your instructions accurately, to help us to continually improve our service and in the interests of security, we may monitor and/or record your telephone calls with us. In the interests of security we may use CCTV recording equipment in and around our premises. All recordings are our sole property.

### **Section 4: Special Terms & Conditions**

#### **15. Issue of Cards & Pins**



The Issuer will issue a card only if the Account Holder and the Cardholder have completed an application form (**the Application**) and it has been accepted by the Bank, or if the Bank and the Issuer at their discretion are replacing or renewing a Card.

A PIN for use with the card will be issued separately, and sent to the address detailed on the Application.

The Account Holder shall notify the Bank if either the Account Holder's address or the Cardholder's address is changed, as soon as possible and in any event within 14 days.

The card remains the property of the Issuer. The Issuer or any authorised officer, servant, employee, associate or agent of the Issuer may retain the card, require the Cardholder to procure the return of the card or suspend the use of the card at any time at its discretion without notice to the Cardholder and the Bank or the Issuer shall not be liable for any loss suffered by the Account Holder or, where appropriate, the Cardholder as a result thereof.

The card will not become valid or operational until the Cardholder signs in the space provided on the reverse of the card and acknowledges receipt of the card by contacting Reliance Bank Limited by telephone on the number provided and answering pre-defined security questions specified by the Cardholder in the application or by any written notice. The card is only valid for the period shown on it. The Card must not be used outside that period or

if the Issuer or the Bank has requested by notice in writing to you that it be returned to the Bank. When the period of validity of a card expires it must be destroyed by cutting through the gold chip.

## 16. Charges

The Bank does not charge any fees in respect of each cash withdrawal made, using the Card at ATMs situated in the British Isles. (Please note that if a Cardholder uses the Card to withdraw cash from an ATM or over the counter from another bank, these banks or ATMs may levy a charge for which we will not be held liable.) However, the bank will make a charge for each transaction made outside the UK at a flat rate of £1.25 per transaction. This fee does not apply to Euro transactions.

The Bank may charge a fee in respect of cancellation of the Card, on a time-spent basis.

## 17. Use of the Card

The Cardholder may use the card to pay for goods or services at retailers or suppliers worldwide who accept the card by signing a sale voucher or inputting their PIN, by signing a mail order purchase form showing the number printed on the card, by placing an order by telephone and quoting the number printed on the card, or by placing an order via the internet and quoting the number printed on the card. The Bank will debit to the Account the amount of any such payment authorised in this way.

The card may be used at any bank, which accepts the card, to withdraw money or make payments, the amount of which will be debited to the Account together with any charges which may be payable as set out below, by signing a voucher. (Some banks may require a Cardholder to provide personal identification, which includes a photograph.)

The Cardholder may use the card in conjunction with the 'PIN' to withdraw money, the amount of which will be debited to the Account together with any charges which may be payable as set out below, from ATMs which accept the Card. You can view your balance, excluding an arranged overdraft facility, at a cash machine.



The Cardholder may use the card in conjunction with the PIN to pay for goods and services by using a card operated machine at retailers or suppliers worldwide that offer this facility. The Bank will charge to the Account the amount of any 'card transaction' authorised in this way together with any charges which may be payable as set out below.

Contactless payment technology allows payments to be made by touching the card on a contactless card reader, the payment is instantly made up to the value of £30.

For added security, the Cardholder will occasionally be requested to enter the PIN, to prove it is the Cardholder using the Card.

The Cardholder may use the Card to obtain the services described in these Reliance Bank Business Visa Debit Card Terms and Conditions and such other services as the Bank may provide from time to time.

All such services will be subject to the Bank's General Terms and Conditions or specific Terms & Conditions, which may be applied from time to time for a specific product or service.

Neither the Bank nor the Issuer shall 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 Card Transaction

Neither the Cardholder nor the Account Holder can cancel a Card Transaction after it has been completed.

The Bank will normally debit any amount of the transaction to the Account as soon as the Bank receives proper instructions in connection therewith, provided that the Bank will not be liable for any loss resulting from any delay in doing so.

The Card may not be used as payment for an illegal purchase.

If the Cardholder requires a copy sales or cash voucher, the Bank will need to request this from Visa. The Cardholder should allow up to 60 days for this to be received. The Bank reserves the right to make a charge for copy vouchers.

If a retailer or supplier makes a refund by means of a Card Transaction, the Bank will credit the Account when it receives the retailer or the supplier's proper instructions and the funds in respect of such refund, provided that the Bank will not be responsible for any loss resulting from any delay in receiving such instructions and funds.

## **18. Foreign transactions or alternative currency use**

When the Card is used to effect a Card Transaction through Visa (whether with a retailer or supplier, a bank or from an ATM) in a currency other than the Account Currency, Visa will convert the amount of the Card Transaction into the Account Currency at the applicable exchange rate on the day upon which it receives notification of the Card Transaction in the UK.

Where a foreign exchange conversion is required, the exchange rate will be the wholesale rate of exchange applied by VISA. In addition, the Bank applies a fee of £1.25 for each debit card non-sterling currency transaction made overseas (which may also include internet transactions where overseas parties are involved). This fee does not apply to Euro transactions made in countries within the European Union. The bank statement for the Account will detail the amount of local currency, the exchange rate applied and sterling equivalent.



## 19. Recurring transactions

If the Account Holder or the Card Holder authorises recurring transactions (that is, when the Card Details are given to authorise a series of payments to be taken from the Account), these recurring transactions are not Direct Debit payments, and are therefore not covered by any Direct Debit Guarantee.

If the Account Holder or the Card Holder wish to cancel recurring transactions, the company to who the Card Details have been given must be notified that the payments will be cancelled, and the Bank must be contacted at least one business day before that company requests authorisation of the payment.

The Account Holder or Card Holder must also inform any party that receives the funds from a recurring transaction if the Account is closed, or if the Card Details change.

## 20. Lost or stolen card

If the Card is lost or stolen the Account Holder shall ensure that the Cardholder or any other person acting on behalf of the Account Holder shall immediately notify the Issuer by calling the dedicated Debit Card telephone help line number +44 (0) 20 7929 1344 (24 hours). The Account Holder shall confirm the loss of the Card in writing within seven days of having notified the Issuer by telephone, as aforesaid. The Account Holder shall ensure that the Cardholder co-operates with any officers of the Bank and/or the Issuer and/or the Police in any efforts to recover the Card and to prevent its unauthorised use if it is lost or stolen.

## 21. Security and unauthorised use of the Card

The Account Holder shall take all reasonable precautions and shall ensure that the Cardholder takes all reasonable precautions, to prevent unauthorised use of the card.

These shall include:

- Ensuring that the Cardholder signs the card as soon as they receive it.
- Not allowing anyone else other than the Cardholder to use the card.
- Ensuring that the Cardholder telephones or writes to the Bank to acknowledge receipt of the card as soon as possible and in any event within 28 days.

Subject to clause 6 of our Business Customer Terms and Conditions and these product Terms, you are protected from fraud.

The Bank will be liable for any losses arising from the unauthorised use of your Card:

- (a) if the Card is lost or stolen in despatch from us to you; or
- (b) if there is a misuse of the Card after you have notified us that it is lost or stolen or that someone else knows the PIN; or
- (c) where we have not, at any time, provided you with the appropriate means to notify us of the card being lost or stolen; or
- (d) where someone else uses the Card or Card details without your authority to make a payment where the cardholder does not need to be present, provided that in each instance you have not acted fraudulently and you notify us of the unauthorised use without undue delay on becoming aware of the misuse and, in any event, no later than 13 months after the misuse.



Where the Bank are responsible for an unauthorised Card Transaction, we will immediately add back to the Account any amount deducted in relation to that Card Transaction plus any related interest or charges. We will have no further liability to you. If we later become aware of evidence that shows we are not responsible for the transaction, we will recover an amount equal to the refund from your account.

The Issuer or the Bank may also disclose relevant information about the Account Holder, the Cardholder and/or the Account if the Issuer or the Bank thinks it will help avoid or recover any loss to the Account Holder, the Issuer or the Bank resulting from the loss, theft, misuse or unauthorised use of the Card.

If the Card is found after the Bank or the Issuer has been given notice of its loss or theft the Account Holder shall ensure that the Cardholder does not use it again. The Card must be cut through the card including the chip and returned to the Issuer immediately. Failure to do so will render the Account Holder liable in respect of any loss arising from the continued use of the Card by any person.

Verified by  
**VISA**

To increase the security of online purchases and to protect against fraud, a Verified by Visa password will need to be set up to complete transactions with certain retailers.

The Cardholder may be prompted to enter some security information and register for the service when making a purchase at a participating online retailer.

The Cardholder or the Account Holder must never record the Password on any software, which retains it automatically (e.g. any computer screen prompts or 'save password' feature or any similar function on an internet browser).

**Reliance Bank will never ask you for the password or debit card number. Never disclose the password to anyone.**

The Account Holder shall take all reasonable precautions, and shall ensure that the Cardholder takes all reasonable precautions, to avoid unauthorised use. These include, but are not limited to:

- Never writing the PIN on the Card or any other item normally kept with the Card or recording the PIN in any manner, which could reasonably connect or associate the PIN with the Card.
- Never writing the PIN in a way that can be understood by someone else.
- Never disclosing the PIN to someone else or allowing the PIN to become known to anyone other than the Cardholder.
- Notifying the Issuer or the Bank as soon as possible if someone else knows or is suspected of knowing the PIN.
- Destroying the PIN advice given by the Issuer promptly after receipt.
- Notifying the Bank if an entry appears on the statement of the Account which is believed to be incorrect, within 7 days of the receipt of such statement.
- Performing due diligence on any internet, telephone or other distance transactions. Should this not be carried out, the Bank shall not be liable for any losses.
- Retaining proofs of purchase by way of receipts or otherwise in relation to any payments made.

## **22. Authorised and unauthorised spending**

The total amount of any card transactions carried out in any one day shall be limited to such amounts and on such basis as shall be notified in writing to the Account Holder by the Bank from time to time with effect from the date of service of such notice.



The Account Holder shall ensure that the Cardholder does not use the Card to borrow funds by way of exceeding limits, from the Bank unless an overdraft has been agreed separately in writing between the Account Holder and the Bank. The Account will be charged interest at the Bank's standard debit interest rate as detailed in our Business Terms and Conditions in respect of unauthorised overdrafts unless otherwise agreed.

If the Issuer or the Bank is asked to authorise a Card Transaction, the Bank may take into consideration any other Card Transactions which have been authorised but which have not yet been debited to the Account. If the Bank determines that there are or will be insufficient available funds to pay the amount that would be due in respect of such Card Transaction, the Bank may in its own discretion refuse to authorise such Card Transaction.

### **23. Liability**

The Account Holder will be liable for any losses or costs reasonably incurred by the Bank and/or Issuer as a result of any breach of the Terms and Conditions of the Card.

In the event of the death or bankruptcy of a Cardholder or Account Holder, or the equivalent in any foreign jurisdiction, all Card Transactions already effected will be settled from the assets held by the Bank and the Bank shall be entitled to exercise a right of lien and set off against such assets and the proceeds of sale thereof to satisfy all outstanding Card Transactions.

The Bank will be liable for any money lost as a result of the Card being lost in despatch from the Bank or the Issuer to the Account Holder, or Cardholder.

Unless the Bank can show that the Account Holder or the Cardholder has acted fraudulently or with negligence or otherwise contrary to or in breach of the provisions of these Terms and Conditions, the Bank will also be liable for any money lost as a result of the use of the Card without the Account Holder's authorisation, other than by the Cardholder, as long as it has been reported to the Bank or the Issuer that the Card has been lost or stolen or that the PIN is known or suspected of being known by someone other than the Cardholder.

The Bank will credit the Account with any amount for which the Bank is responsible pursuant to this paragraph, including any related interest and charges.

The Account Holder will be liable for any losses, except losses referred to in the paragraph above, incurred by any other person, including the Bank and/or the Issuer, as a result of the loss, theft, misuse or unauthorised use of the Card, save that the Account Holder's liability for such losses to the Bank, except in cases where such liability arises from use of the Card by the Cardholder (for which the Account Holder will be liable without limitations), will be limited to a maximum of £50. The Bank may at its discretion waive payment of the amount for which the Account Holder is liable to the Bank if there has been no fraud or negligence on the part of the Account Holder. However, if the Bank can show that the Account Holder or the Cardholder has acted fraudulently, with negligence or otherwise contrary to these Terms and Conditions, the Account Holder's liability to the Bank will be without limit. The Account Holder's liability may nevertheless be limited by law.

The Bank shall not be liable to the Cardholder or the Account Holder for any loss suffered as a result of the Bank being prevented from or delayed in providing any banking or other services to the Account Holder or the Cardholder due to strikes, industrial action, failure of power supplies or equipment or causes beyond the Bank's control.



## 24. Suspension and Termination of the Card

The Bank or the Issuer may suspend all or any part of the Visa Debit Card Services in certain circumstances, including the following:

- (a) The Bank has reason to believe that there may have been (or there is likely to be) unauthorised or fraudulent use of the Card;
- (b) The Bank has reason to believe that the Card details have not been kept safe;
- (c) The Bank has sent a replacement Card; or
- (d) The Bank or Issuer are required to do so by any law or other regulatory requirement affecting them.

The Bank will use all reasonable endeavours to tell the Account Holder before this action is taken and provide reasons for doing so unless the Bank are unable to contact the Account Holder or there is a legal reason or other events beyond the Bank's control preventing the Bank from notifying the Account Holder. If the Bank are unable to contact the Account Holder beforehand, the Account Holder will be notified, providing the reasons for the suspension as soon as reasonably practicable afterwards.

The Bank may suspend your Card if the Visa Debit Card Services are not used for more than twelve months.

If the Bank suspends the use of the Card it must be destroyed securely and returned to the Bank immediately. The Bank, the Issuer, or anyone acting for the Bank or the Issuer, may keep the Card if the Account Holder or the Card Holder tries to use it.

The Bank or the Issuer may terminate the agreement comprised in these Product Terms relating to the Card by notifying the Account Holder in writing to that effect at any time; neither the Bank nor the Issuer will be liable for any direct or consequential economic loss(es) upon such a termination.

The Account Holder may terminate the agreement comprised in these Terms and Conditions by notifying the Bank in writing and returning the Card, it must not be used but destroyed by cutting through the card including the chip and returned to the Bank.

Such termination shall be effective, subject to the provisions of the following paragraphs, upon receipt by the other party of such notice.

The agreement comprised in these Product Terms and our Business terms and Conditions relating to the Card, shall be deemed to remain in full force and effect if and in so far as any Card Transaction is completed but not debited to the Account prior to termination thereof.

Termination of the agreement comprised in these Product Terms and our Business terms and Conditions relating to the Card shall not prejudice any liability in respect of things done or omitted to be done prior to termination thereof. The Bank at its sole discretion may require the Account Holder to maintain a minimum balance until the Card has been returned and the Bank is satisfied that all outstanding transactions have been settled. This will normally be a maximum of 28 days.

## 25. Data Protection

The data controller is Reliance Bank Limited whose registered office is 23/24 Lovat Lane, London EC3R 8EB

Personal Data' means information which you give us when making an application for one of our products or at any time about your personal and financial circumstances or which we gather about you from the way you use and



manage any account which we open for you and details of any transaction (including any purchases of goods or services and other payments to and from your account) such as the amount, date and currency of a purchase and the supplier category (such as a petrol station, supermarket or medical services)

## **26. Use of Personal Data**

Please see our Privacy Policy for all terms relating to our collection and use of your personal information.

## **27. Notice**

Any notice given in pursuance of these Product Terms shall be in writing. All notices shall be deemed to be duly given upon delivery (in the case of personal delivery or letter).

In the case of any notice served by first class post to the usual or last known address of the intended recipient the notice shall be deemed delivered 48 hours following despatch or at 9am on the Working Day following transmission of an email.

We will use the address on your Application and it is your responsibility to ensure that the contact details that we hold for you are up to date and accurate as we will not accept liability for attempting to communicate with you at an out of date address.

## **28. Jurisdiction**

These Terms and Conditions are governed by and construed in accordance with the law of England and Wales, for accounts held with Reliance Bank, and the Account Holder irrevocably submits to the exclusive jurisdiction of the courts of England and Wales.

## **29. General**

For the Account Holder's protection, in order to help the Bank deal with any queries or disputes that may arise, and to comply with regulatory requirements, telephone conversations with the Bank may be recorded.

By completing the application the Card Holder acknowledges the current Terms and Conditions and all existing Account Holders and Cardholders will be deemed to have accepted these Terms and Conditions and the Bank's Business Terms & Conditions in the manner contemplated above.

Reliance Bank Limited is regulated by the Financial Services Authority and has its registered office at 23/24 Lovat Lane, London EC3R 8EB

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Issued by  
Reliance Bank Limited  
Faith House, 23/24 Lovat Lane  
London EC3R 8EB

This is also our Registered Office

Company Number 68835



*Reliance Bank Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Reliance Bank Limited, Faith House, 23 – 24 Lovat Lane, London EC3R 8EB. Telephone: 0207 398 5400.*

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