

Supplemental Conditions for the EAB Visa Debit Card

1 Introduction

- 1.1 These Supplemental Conditions apply to your possession and use of use of any Debit Card issued by us (and the associated PIN and Debit Card Number) for withdrawing cash at ATMs and paying for goods and services directly from any account you hold with us to which, the Debit Card is linked (each an "Account"). These Supplemental Conditions are additional to, and form part of, the Private Banking Terms and Conditions that govern the relationship between us and you. If there is any conflict between these Supplemental Conditions and the Private Banking Terms and Conditions, these Supplemental Conditions will apply. Please read these Supplemental Conditions carefully and keep a copy for your records.

- 1.2 All definitions used in the Private Banking Terms and Conditions have the same meaning in these Supplemental Conditions and in addition:

"Account Holder"

"You", "your"

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

"ATM"

means any Automated Teller Machine or cash dispenser authorised to accept a Debit Card;

"Card Holder"

means the person to whom we issue a Debit Card;

"Card Holder Not Present Transaction"

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

"Card Transaction"

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

"Debit Card"

means any Visa debit 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 an Account. It does not include credit cards;

"Debit Card Number"

means the 16-digit number found on the front of a Debit 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;

"Micro-Enterprise"

has the meaning given to it in the Payment Services Regulations 2017 as amended;

"Personal Customer"

means a 'consumer' as defined in the Payment Services Regulations 2017, as amended;

"Private Banking Terms and Conditions"

means the current version of our Private Banking Terms and Conditions for (a) personal customers (Personal Accounts), or (b) corporate and other customers (Non-Personal Accounts), or (c) personal customers (Islamic Personal Accounts), or (d) corporate and other customers (Islamic Non-Personal Accounts), as applicable.

"Scale of Charges"

means the scale of charges, which has been separately provided to you detailing, amongst other things, the charges in relation to the Debit Card;

"Small Charity"

means a 'charity' as defined in the Payment Services Regulations 2017, as amended;

"Supplier"

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

"We", "us" "our"

means Europe Arab Bank plc with our registered office at 35 Park Lane, Mayfair, London W1K 1RB.

2 Changes

- 2.1 We may change the Debit Card or introduce a new Debit Card (including by changing to a different card scheme) or PIN. If we do, this will not change anything in our agreement with you unless we tell you.
- 2.2 We may make changes to these Supplemental Conditions at any time in accordance with the Private Banking Terms and Conditions.

3 Issuing the Debit Card

- 3.1 Any usage of the Debit Card will result in funds being debited from the Account to which it is linked only.

- 3.2 To apply for a Debit Card you must be aged 18 or over.
- 3.3 We may ask for further proof of identity and/or address verification and may carry out checks electronically in line with our Private Banking Terms and Conditions.
- 3.4 After your application for the Debit Card has been accepted, you will receive the Debit Card, either by mail, or via personal collection. A Card Holder must sign the Debit Card immediately upon receipt with a ball point pen.
- 3.5 The Debit Card remains our property at all times and you must return the Debit Card to us, destroyed, if requested by us at any time.
- 3.6 The Debit Card must not be used:
- (a) before the start date stated on the Debit Card;
 - (b) after the expiry date stated on the Debit Card;
 - (c) after any notification by us of its cancellation, withdrawal or suspension; or (d) to carry out transactions for an illegal purpose.
- 3.7 We will renew or replace a Debit Card as necessary (for example if it is lost, stolen or damaged), unless the Account that it is linked to is closed or the Debit Card is cancelled or withdrawn or its use suspended. An expired or replaced or otherwise redundant Debit Card must be destroyed by the Card Holder.
- 3.8 A PIN will be issued to a Card Holder which may be used only by that Card Holder to make a Card Transaction or ATM withdrawal. A Card Holder will be able to change the PIN through an ATM machine and we will tell the Card Holder how and when they can change the PIN when we issue the PIN. The PIN will be issued separately to the Debit Card for security purposes.

4 Withdrawing cash and making payments using the Debit Card

- 4.1 The Debit Card enables the Card Holder to do one or more of the following, subject to availability of funds in accordance with the Private Banking Terms and Conditions:
- (a) withdraw cash from an ATM;
 - (b) make payment to Suppliers for goods or services in person (including contactless payments); and/or
 - (c) make payment to Suppliers for goods or services as part of a Card Holder Not Present Transaction using the Debit Card Number.
- 4.2 For ATM withdrawals, you will be required to insert the Debit Card and PIN. There is a daily cash withdrawal limit of \$1,500 for a US Dollar debit card and £1,500 for a Pounds Sterling debit card, or any other bank maximum limit imposed by the ATM provider if different. We may agree to a request from you to change this or we may change this limit at any time by providing notice to you in accordance with your Private Banking Terms and Conditions.
- 4.3 For payments to Suppliers in person, in order to authorise the transaction the Card Holder will be required (subject to availability of the options) to:
- (a) insert the Debit Card into the Supplier's terminal and enter their PIN; or
 - (b) present the Debit Card and sign a voucher to authorise a Card Transaction, (the signature on a voucher should be that of the Card Holder, made in the presence of a Supplier and correspond to the signature on the reverse of the Debit Card); or
 - (c) touch the contactless reader with the Debit Card.
- 4.4 For Card Holder Not Present Transactions, the Card Holder will be required to provide the Debit Card Number and may also be required to provide the expiry date and 3-digit security code from the reverse of the Debit Card to authorise the transaction.
- 4.5 Where a Card Transaction is initiated by or through the intended recipient of the funds and the amount of the transaction is not known when it is authorised by the Card Holder, we will not block or earmark funds on the Account unless you have authorised the exact amount of the funds to be blocked. We will release the blocked or earmarked funds as soon as we become aware of the amount of the Card Transaction and in any event as soon as we receive the payment instruction.
- 4.6 Contactless payments can only be made for transactions under a certain maximum value which may vary from time to time depending on the country in which the Debit Card is used.
- 4.7 If you authorise a transaction via a Third Party Provider, we will treat the transaction as an electronic payment and not a Card Transaction. 'Third Party Provider' means a third party provider of internet payment services which you use to access your Account online, including payment initiation service providers.
- 4.8 We may refuse to execute a payment instruction in accordance with paragraph 7.3.8 for Personal Accounts, 7.2.9 for Non-Personal Accounts, 9.3.8 for Islamic Personal Accounts, or 9.2.8 for Islamic Non-Personal Accounts, as set out in the applicable version of the Private Banking Terms and Conditions.
- 4.9 Subject to paragraph 7 below, if a Card Holder has authorised a Card Transaction in one of the ways set out above:
- (a) you will be liable for the Card Transaction and all associated costs, charges and expenses even if, on the date of authorisation:
 - (i) Joint Account instructions have ended or been altered;
 - (ii) the debit is delayed;
 - (iii) the Debit Card is stopped, suspended, cancelled, or has expired;
 - (iv) you have asked us to cancel a Debit Card but that Debit Card has not been returned to us; or
 - (v) the Account is closed and the agreement between us ends; and

- (b) the Card Transaction cannot be stopped or reversed (we can only refund a payment which has already been authorised if the Supplier refunds us).

5 Foreign currency Debit Cards and using the Debit Card overseas

- 5.1 The Debit Card will be available in two currencies, US Dollars (\$) or Pounds Sterling (£). You may apply for a Debit Card in the currency of your choice, but the Account must be held in the same currency.
- 5.2 You may use the Debit Card in many locations outside the UK and to withdraw cash or purchase goods or services in certain other currencies. If you have a Pounds Sterling Debit Card, Card Transactions which are denominated in a currency other than Pounds Sterling will be converted into Pounds Sterling before being debited from the Account. If you have a US Dollar Debit Card, Card Transactions which are denominated in a currency other than US Dollars will be converted into US Dollars before being debited from the Account.
- 5.3 You can also request information about our applicable exchange rates, fees and charges by telephoning us or by asking our staff at one of our branches. Exchange rates can fluctuate and the exchange rate actually applied will be the one which applies when we process settlement for the Card Transaction. It may be different from the exchange rate at the time the Card Transaction was made. The exchange rate and any fees applied will be set out in your next statement.
- 5.4 Charges (either on a percentage or flat rate basis) also apply whenever you use your Debit Card for card Transactions which are denominated in a currency other than that of the Account to which the debit card is linked. These charges are set out in the Scale of Charges.

6 Keeping the Debit Card, PIN and Debit Card Number secure

- 6.1 The Card Holder must not disclose the Debit Card Number or give their Debit Card to any third party except:
 - (a) for the purpose and in the normal course of effecting a Card Transaction;
 - (b) (when reporting the loss or theft of the Debit Card; or
 - (c) for the purposes of an agreement with a lost card notification agency approved by us.
- 6.2 The Card Holder must exercise all reasonable care to ensure that the Debit 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:
 - (a) the Card Holder 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;
 - (b) the Card Holder must never write the PIN, password or other security information on the Debit Card or on anything usually kept with it;
 - (c) The Card Holder must never write the PIN, password or other security information down without making a reasonable attempt to disguise it; and
 - (d) upon receipt of the PIN, the Card Holder must promptly destroy the PIN notification.
- 6.3 We will never request details of your PIN or other security information. If you receive such a request from someone purporting to be us, do not provide them with your PIN or security information and contact your Relationship Manager immediately.
- 6.4 The Card Holder must tell us immediately either by calling us on 0800 141 2775 (from the UK); +44 207 712 8833 (from outside the UK) at any time if:
 - (a) the Debit Card is lost or stolen;
 - (b) the details of the Debit Card (including the Debit Card Number or PIN) for any other reason be liable to misuse; or
 - (c) the PIN, Debit Card Number, or other security information become(s) known to a person other than the Card Holder to whom it was issued;

so that we can block and suspend any further use of the Debit Card, Debit Card Number and PIN. Notification of loss or theft may be given by the Account Holder, the Card Holder or by a third party (such as a card notification agent) approved by us for this purpose. Notification by the Account Holder or the Card Holder to a third party shall not constitute notification to us.

- 6.5 If a Debit Card is lost, stolen or misused, we may disclose (or we may require the Card Holder to disclose) any relevant information to the appropriate authorities. The Card Holder must give us and/or the authorities all information they have regarding the loss, theft or misuse of the Debit Card or the disclosure of the PIN, or other security information. You and each Card Holder must also take all reasonable steps to help us and the authorities to regain the Debit Card.
- 6.6 Should a Debit Card which has been reported lost or stolen be retrieved, the Card Holder must not use the Debit Card and the Debit Card must be forwarded to us at the following address; Europe Arab Bank plc, 35 Park Lane, Mayfair, London W1K 1RB. Before the Debit Card is forwarded, the Card Holder must cut the Debit Card vertically through the magnetic stripe on the Debit Card and through any electronic chip on the Debit Card. It is your responsibility to ensure that the Debit Card is returned to us.

7 Liability

- 7.1 If the Debit Card, Card Number or PIN has not been lost, stolen, compromised or misappropriated, but a Card Holder thinks a payment has been processed which has not been authorised by the Card Holder or it has been processed in error, the Card Holder must contact us immediately on 0800 141 2775 (from the UK); +44 207 712 8833 (from outside the UK).
- 7.2 If you are a Personal Banking Customer, a Microenterprise or Small Charity and any unauthorised payment arises from the loss, theft or misappropriation of the Debit Card, we will refund the amount incurred and restore the Account to the state it would have been but for that payment. However, you will be liable for:

- (a) all payments from the Account to the extent that they have been made by a person who acquired possession of the Debit Card with your consent; and
- (b) up to £35 of any money taken from your Account before the Card Holder told us about the unauthorised payment

After the Card Holder has told us, you will not have any further liability for any subsequent unauthorised payments.

- 7.3 If you are a Personal Banking Customer, a Microenterprise or Small Charity and you have initiated or authorised a payment using your Debit Card, and:
- (a) the intended recipient claims not to have received the money;
 - (b) the wrong amount has been paid, or the payment has been made late; or
 - (c) the exact amount of the payment was not specified and it ultimately exceeds the amount you could reasonably have expected; then paragraph 10.3 for Personal and Non-Personal Accounts, or 12.3 for Islamic Personal and Non-Personal Accounts in the applicable version of the Private Banking Terms and Conditions will apply in full.
- 7.4 You must not make any claim of set-off against us in respect of any claim which you may have against a Supplier unless the law gives you a right to do so.
- 7.5 We will not be liable to you for:
- (a) any failure or delay by a Supplier or ATM provider to accept the Card, PIN or Debit Card Number; or
 - (b) the way in which a Supplier or ATM provider communicates such failure or delay or communicates any refusal to allow a prospective Card Transaction.

8 Blocking and cancelling the Debit Card

- 8.1 A Card Holder can stop a Debit Card and cancel its further use at any time without charge at any time by calling us on 0800 141 2775 (from the UK); +44 207 712 8833 or by emailing us at privatebanking@eabplc.com and forwarding the Debit Card to us at the following address; Europe Arab Bank plc, 35 Park Lane, Mayfair, London W1K 1RB. Before the Debit Card is forwarded, the Card Holder must cut the Debit Card vertically through the magnetic stripe on the Debit Card and through any electronic chip on the Debit Card.
- 8.2 We can stop the use of a Debit Card by blocking a Card Holder's ability to use the Card, Card Number and PIN if in our opinion, it is reasonable to do so due to concerns relating to:
- (a) the security of the Card, Card Number or PIN; or
 - (b) the suspected unauthorised or fraudulent use of the Card, Card Number or PIN; or
 - (c) if you are able to use the Card, Card Number or PIN to access an arranged or unarranged overdraft, if we perceive a significantly increased risk that you may be unable to fulfil your liability to pay.

If we stop the use of a Debit Card, Card Number or PIN, we shall tell you before (or immediately after) doing so and give you our reasons for doing so, unless telling you would be unlawful or compromise reasonable security measures. As soon as the circumstances for stopping the use of such personalised device or set of personalised procedures have ceased to exist, we will allow you to use them again or replace them as soon as practicable.

- 8.3 We will also block the use of a Debit Card if;
- (a) you close your Account;
 - (b) your relationship with us comes to an end; or
 - (c) we become aware that the Card Holder has died.

9 Visa Global Customer Assistance Services

The following Global Customer Assistance Services are automatically available to Card Holders (subject to applicable restrictions and to the charges set out in the Scale of Charges): Emergency Cash Disbursement and Emergency Replacement Cards. Details of how these services work can be found by calling 0800 141 2775 (from the UK) or +44 207 712 8833.