





## VISA DEBIT CARD TERMS AND CONDITIONS

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The use of the C. Hoare & Co, Visa Debit Card is governed at all times by the C. Hoare & Co, Visa Debit Card Terms and Conditions. These Debit Card Terms and Conditions set out the Bank's obligations to you and your obligations to the Bank for the use of the Debit Card facility.

### Definitions

1. In these Terms and Conditions:

"the Agreement" means the agreement between the Bank and the Account Holder consisting of:

- (i) these Terms and Conditions and any amendments to them as notified by the Bank to the Account Holder from time to time; and
- (ii) the "Guide to Your Accounts Terms & Conditions" document (and all documents referred to therein).

"the Account" means the account maintained by the Account Holder with the Bank from which the Account Holder authorises payments to be made under the terms of the Agreement.

"Account Holder" means the person in whose name the Account is maintained or, in the case of a joint account, any of such persons and the liability of such persons shall be joint and several.

"the Bank" means C. Hoare & Co.

"Card" means the Bank Visa Debit Card issued to a Cardholder.

"Cardholder" means any person to whom the Bank issues a Card at the request of the Account Holder.

"Card Transaction" means any cash obtained or any payment made by the use of the Card, the Card number or in any manner authorised by the Cardholder (whether or not by signing a voucher or by using the contactless payment feature).

"Foreign Currency" means a transaction in a currency other than that in which the card is denominated.

"Payment System" means any international card payment organisation whose logos and marks appear on a Card.

"Personal Information" means:

- (a) information which the Cardholder gives the Bank when applying for a Card or at any other time about his or her personal and financial circumstances or which the Bank gathers about the Cardholder from the way the Account is used and managed; and
- (b) details of Card Transactions such as the amount, date and currency of a purchase and the supplier category (such as petrol station, supermarket or medical services); and
- (c) any other information relating to the Cardholder that the Cardholder provides to the Bank or that the Bank otherwise obtains in connection with the Agreement.

"PIN" means the personal identification number issued to the Cardholder.

### Use of the Debit Card

2. (i) The Bank may issue additional Cards and PINs for use by any person nominated by the Account Holder. The Account Holder will be responsible for each

Cardholder's acts or failure to act as if they were their own, and the Account Holder will be treated as consenting to any Card Transaction a Cardholder authorises. For the avoidance of doubt, subject to Condition 8, the Account Holder will be liable for all amounts arising from, or losses incurred by the Bank in connection with, the use of the Card by an Authorised User. (This will include any use of the Card in breach of the Agreement, which the Bank shall be under no responsibility to prevent.) All such amounts and/or losses may be debited to the Account Holder's Account without notice. In addition to its other powers, the Bank may cancel any Cardholder's Card at any time if the Account Holder so requests. In such a case the Cardholder must then return the Card to the Bank. The Bank may also cancel the Card if the Cardholder surrenders it to the Bank.

- (ii) Each Card must be signed by the Cardholder immediately on receipt and may only be used:
  - (a) by that Cardholder;
  - (b) subject to the terms of the Agreement current at the time of use;
  - (c) within the credit balance and any undrawn facility on the Account;
  - (d) to obtain the facilities and benefits from time to time made available by the Bank in respect of the use of the Card;
  - (e) during the validity period embossed on the Card; and
  - (f) subject to the rights of the Bank and in accordance with the provisions of the Agreement, the Bank may, in its absolute discretion, withdraw the right to use the Card or refuse any request for authorisation of any particular Card Transaction and to inform any third party of any such withdrawal or refusal.
- (iii) In calculating whether to authorise any particular Card Transaction, the Bank will take into account:
  - (a) any outstanding Card Transactions;
  - (b) any authorisation already given by the Bank to a third party in respect of a prospective Card Transaction; and
  - (c) any funds which the Bank may, in its discretion, deem to have been credited or debited to the Account.
- (iv) A Continuous Payment Authority (CPA) given by the Cardholder allows a third party to make recurring claims against the Card. The Bank is not involved in setting up the authority and will have no record of it. To amend the authority, the Cardholder will need to contact the payee. To cancel the authority it is recommended that the Cardholder advise both the Bank and the payee. The Bank may require the Cardholder to provide a copy of the cancellation notice.
- (v) The Card remains the property of the Bank at all times. On request, all or any Cards issued for use on the Account must be immediately returned to the Bank or to any person acting for the Bank.

### Spending Limits

3. The Bank reserves the right to impose spending or cash withdrawal limits on the Card. These limits will be notified by the Bank to the Cardholder from time to time.

## Payments

4. Except as set out in Condition 9, the Bank will debit to the Account, in accordance with the provisions of this Agreement, the full amount of any Card Transaction, any other amounts including charges owed by the Account Holder incurred under the Agreement and any loss incurred by the Bank which was caused by a Cardholder's fraudulent act, gross negligence or wilful default or which the Bank determines it has suffered as a result of any breach of this Agreement by the Account Holder. The Account Holder will be liable to pay all amounts so debited whether or not a sales voucher is signed by the Cardholder.
5. The amount of any Card Transaction in a currency other than sterling will be converted at a rate of exchange determined by the Payment System for the relevant currency at the time that the amount of the Card Transaction is due for payment by the Account Holder. Condition 7 explains the associated international handling charge for using this service. The Bank will provide the current applicable exchange rate information upon request. Please contact the Bank on + 44 (0)20 7353 4522 to obtain this information. You can also see how our rate of exchange compares to the European Central Bank rate, to help you compare the costs from different providers, at <https://www.hoaresbank.co.uk/visa-rate>.

When a Cardholder agrees to convert from the local currency to sterling at the point of sale (i.e. in a shop or merchant) or at an Automated Teller Machine (ATM) that offers a Dynamic Currency Conversion (DCC) facility the exchange rate and any associated charges will be determined by merchant and not the Payment System or the Bank.

6. Subject to the provisions of the Agreement, no delay by the Bank in debiting any Card Transaction, or part thereof, to the Account shall affect or prejudice the Bank's rights to do so subsequently.

## Charges

7. If a Card issued for use in connection with the Account is used to make a purchase or a cash withdrawal in a Foreign Currency, the Bank will charge an international handling charge of 2.5% of the cost of the purchase or amount withdrawn. You can see how our rate of exchange compares to the European Central Bank rate, to help you compare the costs from different providers, at <https://www.hoaresbank.co.uk/visa-rate>

## Unauthorised Payments From Your Account

8. (i) Where the Card or confidential details allowing access to the Account have been lost, stolen or misappropriated, the Bank may (at its discretion) charge the Account Holder a maximum of £35 for any losses arising in respect of unauthorised payment transactions arising from the use of the lost/stolen/misappropriated Card or confidential details. This will not apply if:
  - (a) the Account Holder has not acted fraudulently, and they

could not detect the loss, theft or misappropriation of the Card/confidential details prior to the unauthorised payment; or

- (b) the loss was caused by acts or omissions of an employee, agent or branch of the Bank or of an entity which carries out activities on behalf of the Bank.

The Bank may, however, charge for ALL losses incurred where:

- (a) the Account Holder has acted fraudulently;
  - (b) the Account Holder has (with intent or gross negligence) not notified the Bank without undue delay after becoming aware of any such loss, theft or misappropriation in accordance with Condition 11; or
  - (c) the Account Holder has (with intent or gross negligence) not used the Card/confidential details in accordance with the Agreement as varied from time to time.
- (ii) Except where they have acted fraudulently, the Account Holder will not be liable for any unauthorised use of the Card made after the Account Holder (or a Cardholder) has notified the Bank of the loss, theft or misappropriation of the Card or confidential details in accordance with Condition 11 nor will the Account Holder be liable for any purchases of goods or services sold exclusively by means of the internet, the telephone, or similar sales methods where the Cardholder is not face to face with the seller.
  - (iii) Except as stated in Condition 8(i), where a payment has been debited from the Account without the consent of the Account Holder, the Bank will:
    - (a) refund the amount of that payment; and
    - (b) where applicable, restore the Account to the state it would have been in had the payment not been made.
  - (iv) The Account Holder is only entitled to a refund under Condition 8(iii) if the Account Holder (or a Cardholder) notifies the Bank, without undue delay, of the unauthorised payment. If the Bank is not advised promptly (at the latest within 13 months of the date the transaction was debited to the Account) the Account Holder may not be entitled to a refund (unless the Account Holder has not received any information regarding the transaction, such as a statement, from the Bank in which case the 13 month limit shall not apply). It is in the Account Holder's best interest to ensure that statements are checked regularly.
  - (v) The Account Holder is not liable for losses resulting from the use of the Card before the Cardholder has received it. The Cardholder will be deemed to have received the Card within 3 working days of the date of posting.
  - (vi) Where more than one Card has been issued under the Agreement, the provisions of Condition 8 apply to each card separately.

## Refunds and Claims

- 9. (i) Where the Card has been used to make a payment, the Cardholder can ask the Bank to refund the full amount of that payment if the following conditions have been met:
  - (a) the payment service provider of the retailer or service provider to whom the payment is made is within the UK

- or the EEA; and
- (b) when the Cardholder authorised the payment, the Cardholder was not told the exact amount that would be taken; and
  - (c) the amount taken was more than the Cardholder could reasonably have expected in all the circumstances.
- This will not apply if:
- (d) the amount taken was more than the Cardholder could reasonably have expected in all the circumstances only because of fluctuations in the currency exchange rate; or
  - (e) the Cardholder consented to the payment to the Bank directly and was provided or had access to (in an agreed manner) the relevant information about the payment at least four weeks before its due date.
- (ii) In order to qualify for a refund under Condition 9(i), the Account Holder must request it from the Bank within eight weeks of the date on which the funds were debited from the Account. The Account Holder must also provide such information as the Bank may reasonably require to:
    - (a) decide whether Condition 9(i) has been satisfied; and
    - (b) investigate whether or not a refund is payable. Within ten working days of such a request (or of receiving any information the Bank has asked for), the Bank will either refund the payment, or give the Account Holder its reasons for not doing so.
  - (iii) Except as provided in Condition 8(iii), 9(i) and 9(ii), the Bank will only credit the Account with a refund in respect of a Card Transaction if the Bank receives a refund voucher or other refund verification acceptable to it. The Account Holder cannot use a claim against a third party as a defence or counterclaim against a claim by the Bank, unless the Account Holder has a statutory right to do so. With regard to contactless payments, please be aware that card readers can detect more than one card. It is the responsibility of the Cardholder to only touch one card on the reader to avoid paying with a card they did not intend to use.
  - (iv) Once a Card Transaction has been authorised by the Cardholder, the Bank is unable to place a stop on that Card Transaction. In the event of a dispute, or where the Card Transaction has been cancelled with the retailer, the Cardholder may ask the retailer to reverse the Card Transaction or submit a refund if the Card Transaction has already been processed to the Account. If the Card Transaction has been processed and a refund has not been processed to the Account, the Bank may be able to obtain a refund on the Cardholder's behalf through the Payment System. Any attempt by the Bank to claim reimbursement on behalf of the Cardholder is not guaranteed to be successful.
  - (v) If the Bank authorises a Card Transaction that is subsequently found to be fraudulent the Bank shall, when notified of the fraud, refund the Account Holder's Account and make any necessary adjustments to interest.
  - (vi) The Bank will not be liable in any way if the Card is not honoured by a third party.

## Safeguarding the Card and PIN

10. (i) The Cardholder will exercise all reasonable care to ensure the safety of the Card and to prevent the PIN or any other password or confidential information required for use in association with the Card becoming known to any other person.
- (ii) The advice of the PIN must be destroyed as soon as possible after receipt.
- (iii) Any record of the PIN must be unidentifiable as such and kept entirely separate from the Card.
- (iv) The Cardholder will not disclose the Card number to any third party except in connection for encashment usage, for the purpose of a Card Transaction or when reporting the actual loss or theft of the Card.
- (v) If the Cardholder suspects that someone knows the PIN, or any other security details, the Cardholder must contact the Bank immediately.
- (vi) The Cardholder may ask the Bank not to issue a PIN. However, by doing so, the Cardholder will not be able to make cash withdrawals from a cash machine or use the Card at points of sale which require the input of a PIN.
- (vii) If a Cardholder notifies us that a Card has been lost, stolen or otherwise compromised, the Bank will immediately prevent that Card from being used again. The Bank will post a replacement Card to the Cardholder. We will advise you at the time of posting if the Cardholder will need to activate it prior to using it.  
Where the Bank is notified that a Card has become damaged or a Card has reached its expiry date, a replacement Card will be issued. The existing Card will cease to work as soon as the new Card is used. On receipt of the replacement Card, the Cardholder should dispose of the old Card carefully by cutting the old Card through the signature box, magnetic strip and the chip.

## Reporting Your Card as Lost or Stolen

11. (i) If the Card is lost, stolen or for any other reason becomes liable to misuse or if the PIN becomes known to any other person, the Account Holder (or a Cardholder) must notify the Bank without undue delay:  
They can do this at any time (24/7, 365 days a year) by telephoning: +44 (0)20 7353 4522  
by emailing the Bank at: [visa@hoaresbank.co.uk](mailto:visa@hoaresbank.co.uk)  
or by writing to the Bank at: C. Hoare & Co, 37 Fleet Street, London, EC4P 4DQ.  
We strongly recommend Cardholders telephone us as soon as they realise their Card has been lost, stolen or misused by someone without their permission, as this will allow the Bank to stop the use of the Card sooner. If you contact us by email or letter, we may not receive the notification of the loss, theft or misuse immediately and this may delay our ability to stop the card and prevent you from suffering further losses.
- (ii) The Cardholder will give the Bank all the information in the Cardholder's possession as to the circumstances of the loss,



theft or misuse of the Card or the disclosure of the PIN and take all steps deemed necessary by the Bank to assist in the recovery of a missing Card. In the event of any such loss, theft, misuse or disclosure being suspected or reported, the Bank may provide the police with any information it considers relevant.

- (iii) If a Card is reported as lost, stolen or liable to misuse or the PIN is disclosed to any other person in breach of Condition 10, the Card, if found/recovered, must not then subsequently be used but should be disposed of carefully by cutting the Card through the signature box, magnetic strip and the chip.

#### Refusal of Payment Orders and Withdrawal of Use of the Card

- 12. (i) The Bank may at any time stop the use of the Card on any of the following grounds:
  - (a) the security of the Card or Account;
  - (b) suspected fraud or unauthorised use of the Card;
  - (c) where the Card is being used to make Card Transactions on credit (for example via an overdraft), and there is a significantly increased risk that the Account Holder may be unable to pay any money owed to the Bank; or
  - (d) the application of a law, regulation or order of a court.
- (ii) The Bank may also refuse to carry out any Card Transaction on the Account where any of the provisions of the Agreement have been breached, or where it would be unlawful for the Bank to do so.
- (iii) Where reasonably possible, (e.g. if it would not be a breach of security or contrary to any law or regulation), the Bank will attempt to contact the Cardholder when it takes action under Condition 12, and explain its reasons for doing so. If the Bank cannot contact the Cardholder in advance, it will attempt to do so as soon as possible afterwards. Where possible, the Bank will allow the normal use of the Card to resume as soon as reasonably practicable, once the reasons for taking such action cease to exist.

#### Termination

- 13. (i) This Agreement will continue until terminated by either the Account Holder or the Bank in accordance with the provisions set out in this Agreement, or until the Account is closed in accordance with the terms set out in the "Guide to your Accounts Terms & Conditions" document.
- (ii) The Account Holder may terminate the Agreement by written notice to the Bank but such termination shall only be effective when the Account Holder has paid all his or her liabilities under the Agreement. Following a termination, the Bank will still pay any Card Transactions a Cardholder has made prior to termination, and any charges relating to them, in accordance with the terms of the Agreement. Until such termination, the Bank may re-issue Cards from time to time for use in accordance with the Agreement.
- (iii) The Bank has the right to terminate the Agreement for any reason. The Bank will give the Account Holder two calendar months' notice of its decision save for exceptional circumstances, for example if the Bank suspects the misuse

of the card.

- (iv) On termination of the Agreement any Cards issued in relation to the Account should be disposed of carefully by cutting the Card through the signature box, magnetic strip and the chip.

#### Variation to the Agreement

- 14. (i) The Bank may at any time make any changes or additions to the Agreement by giving the Account Holder two calendar months' written notice of any changes.

If the Bank does not hear from the Account Holder within that two calendar month period, it will be deemed that the Account Holder has accepted the changes. However, if the Account Holder does not agree to the proposed changes, the Account Holder has the right to terminate the Agreement immediately and without charge before the proposed date of the changes coming into force. The Account Holder will be required to pay any outstanding liabilities to the Bank immediately, and the Bank will still pay any Card Transactions a Cardholder has made prior to termination, and any charges relating to them, in accordance with the terms of the Agreement. The Account Holder should confirm their intention to close the Card facility in writing.

- (ii) In the event of any change in applicable law or regulation, or in other circumstances outside the Bank's control, the Bank may give a shorter period of notice as it considers, on reasonable grounds, to be justified. Changes will be imposed unilaterally after this time.
- (iii) If the Bank has made a major change or a number of minor changes to the Terms and Conditions in any one year, it will provide the Account Holder with a revised copy of the Terms and Conditions or a summary of the changes.
- (iv) The Bank does not undertake that facilities made available to the Account Holder as a result of arrangements between the Bank and third parties will continue indefinitely. Notification of any such variation shall be given to the Account Holder by the Bank either in writing or by publication thereof by such means as the Bank may select and a variation so notified shall be binding on the Account Holder.

#### Personal Information

- 15. How we use your information is explained in our Privacy Notice. This would have been made available to you when we collected your information, it is also available on the bank's website [www.hoaresbank.co.uk/privacy](http://www.hoaresbank.co.uk/privacy). If you require an additional copy please contact your Relationship Manager.

#### Changes to Our Privacy Notice

- 16. Any changes we may make to our Privacy Notice in the future will be posted on our website. Where appropriate, changes may be notified to you by post or email.

#### Copy Agreement

17. The Bank will provide a copy of the Agreement at any time, upon request.

### Recording and Monitoring

18. To carry out the Cardholder's instructions, to assist the Bank in improving its services and in the interests of security and fraud prevention, the Bank will record all telephone calls and monitor all emails.

### General Information

19. The Bank will not be liable if it is unable to perform its obligations under the Agreement, nor will the Account Holder's liability to make payment under Condition 4 be discharged if the Bank is unable to debit the Account, owing (directly or indirectly) to the closure of the Account, to the failure of any machine, data processing system or transmission link or to industrial dispute or anything outside the control of any of the Bank, its agents and sub-contractors.
20. The Principal Cardholder must immediately notify the Bank of any change of address, email address or telephone number using the contact details set out in Condition 11. Any change of name must be notified in writing.
21. Any other facilities or benefits made available to Cardholders and not forming part of the Agreement may be withdrawn at any time without notice.
22. The Bank may at all times disclose to its agents information with respect to the Account or the use of the Card if the disclosure relates to services under the Agreement. Similarly the Bank's agents may at all times disclose such information to the Bank.
23. If the Cardholder has a dispute with anyone else about a Card Transaction, the Account Holder must not use the dispute to refuse to make any payment under the Agreement.

### Governing Law

24. This Agreement shall be governed and construed in accordance with English law. The Account Holder agrees with the Bank that the courts of England shall have exclusive jurisdiction to settle any disputes which may arise in connection with the Agreement, but because this provision is included for the benefit of the Bank only, the Bank retains the right to bring proceedings in any other court or courts which would have had jurisdiction but for this Agreement.

### Force Majeure

25. Unless expressly detailed in the Agreement, the Bank shall not be liable to the Account Holder for any failure to perform any obligations by reason of any cause beyond the Bank's reasonable control, including without limitation:
  - (a) The outbreak of war and hostilities or any other international

- calamity or political crisis, any act of terrorism; or
- (b) Earthquake, hurricane, typhoon, flood or other natural disaster; or
  - (c) Any regulatory ban on the Bank's activities; or
  - (d) A banking moratorium having been declared by legal edict or by appropriate regulatory authorities; or
  - (e) Any breakdown, malfunction or failure of transmission, communication or computer facilities; or
  - (f) Industrial action, acts and regulations of any governmental or supranational bodies or authorities, and the effect of such event(s) as mentioned above is such that the Bank is not in the position to take reasonable action to cure the default. The Bank shall endeavour to give written notice to the Account Holder containing full particulars of event(s) which put the due performance of any obligations under the Agreement beyond the Bank's control but shall not be responsible for any failure for any reason to inform the Account Holder promptly or at all.



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C. Hoare & Co. is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority with firm reference number 122093. Regd. in England No. 240822  
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