

VISA DEFERRED-DEBIT CARD



These Conditions set out the contract between Cater Allen Private Bank, and you, for the VISA Deferred-Debit Card which has been issued by Cater Allen Private Bank to you for use on the Account. Your use of the Card constitutes: (a) your agreement to these Conditions and (b) your confirmation that you have read and agree to the terms and conditions of the Account. A copy of these Conditions and the Account's terms and conditions are available at any time from our website (www.caterallen.co.uk) or on request by telephoning us on 0800 092 3300.

1. Definitions

- 1.1 "Account" means the Account in connection with which the Card has been issued.
- 1.2 "Business Day" means any day of the week excluding Saturdays, Sundays and English public holidays.
- 1.3 "Card" means the VISA Deferred-Debit Card issued by us to you to operate the Account and/or to provide access to information related to the Account.
- 1.4 "Merchant" means any retailer, supplier, service provider or other business or organisation.
- 1.5 "Personal Security Information" means the Personal Identification Numbers ("PINs") we give you (or which you later select) for use with the Card and any other numbers, passwords or other information that you are asked to choose for use in connection with the Card.

1.6 "Transaction" means any payment, transfer or cash withdrawal made by using the Card.

1.7 "We" means Cater Allen Limited Company Number 383032 (trading as Cater Allen Private Bank) whose registered address is at 2 Triton Square, Regent's Place, London NW1 3AN, and references to "us" and "our" shall be construed accordingly.

2. Using Your Cards And Transactions

- 2.1 The Card is a deferred-debit card. It is not a credit card or an immediate debit card. Before we issue the Card we will provide you with a copy of our Visa Deferred-Debit Card Cardholder's Guide, which includes details explaining the Card's key features, for example how it can be used to withdraw cash or make payments.
- 2.2 Use of the Card includes use of its number and other details, for example to carry out Transactions over the telephone. There may be a charge for some uses of the Card. These charges will be charged to the Account. Our charges are set out in our Banking Tariff a copy of which you or (if you are not the Account holder) the Account holder will have received when you or they applied for the Account.
- 2.3 Copies of our Visa Deferred-Debit Card Cardholder's Guide and/or our Banking Tariff are available from our website www.caterallen.co.uk. You may also request a copy of either of them at any time by telephoning us on 0800 092 3300.

2.4 You may make a Transaction in the following ways:

- (a) withdrawing cash from a cash machine which displays the VISA logo by entering your PIN;
- (b) paying for goods or services at a Merchant which accept the Card by entering your PIN or signing the Merchant's authorisation slip;
- (c) paying for goods or services over the telephone, by facsimile, by mail order, via the internet (or by other means of which we may tell you from time to time) by entering the requested Card details and completing all relevant security procedures;
- (d) setting up a continuous payment authority to make regular payments from the Account by providing the Merchant you want to pay with the information that they request.

2.5 By doing any of the things listed in Condition 2.4, you will be consenting to us making the relevant Transaction and, where the Transaction is authorised by us, taking the amount of that Transaction from the Account in accordance with these Conditions.

2.6 We will be deemed to have received an instruction to make a Transaction at the time that instruction is actually received by us.

2.7 (a) Cash Withdrawals

Each cash withdrawal will be deducted from the Account as soon as we receive notification of the withdrawal from VISA and you will cease to earn interest on the amount of the withdrawal from that time. The withdrawal will also appear on the Account statement according to the date that we receive the withdrawal notification from VISA.

(b) Other Transactions

Any Transaction other than a cash withdrawal will reduce the available balance on the Account by the amount of the Transaction on the date we receive notice of the Transaction from VISA. However, for interest calculation purposes, the Transaction will not be deducted from the Account until the next Account statement date. The Transaction will be shown on the Account statement as occurring on the statement date, although the description of the Transaction in the Account statement will show the actual date it occurred. Please see the Visa Deferred-Debit Card Cardholder's Guide for more details.

2.8 When you use the Card to make a Transaction in a currency other than the currency of the Account:

- (a) the amount will be converted to the currency of the Account by VISA International on the day on which VISA International processes your Transaction request. VISA International uses its exchange rate for this conversion (see Condition 2.9 for more details); and

- (b) commission will be payable to us on the Transaction. Details of the commission payable are given in our Banking Tariff.

2.9 You can telephone us on 0800 092 3300 if you would like indicative rates for the currency conversion before you enter into a Transaction with your Card in a currency other than the currency of the Account. However, the actual currency exchange rate for the Transaction will be the rate applied by VISA when it is processed. After the Transaction appears on the Account's statement you can telephone us on 0800 092 3300 if you would like further information on the rate and commission applied on the Transaction. You can also review the currency exchange rates applied by VISA on their website at www.visaeurope.com

3. Authorisation, Cancellation and Refunds of Transactions

3.1 We may be requested to authorise a Transaction before it can be completed. If we do, your available balance will be reduced by the amount of the Transaction (or in the case of a cash withdrawal, the Account will be debited with that amount).

3.2 We may refuse to authorise a Transaction for any of the reasons set out in the Account's terms and conditions. Where you are the holder of the Account, a copy of these terms and conditions will have been provided to you when you applied for the Account. Where you are not the holder of the Account, the Account holder will have been given these terms and conditions when they applied for the Account. A copy of the Account's terms and conditions is available from our website (www.caterallen.co.uk). You may also request a copy of them at any time by telephoning us on 0800 092 3300.

3.3 If you are stopping a recurring debit card transaction (that is, a continuous payment transaction on your debit card initiated by a payee and authorising us to make payments) you must also tell the payee. You should provide us with a copy of any notice of withdrawal of consent given to the payee. We will stop the payment provided that we receive notice from you no later than close of business on the Business Day prior to the date the payment was due to be made.

3.4 Where a Merchant you have paid with the Card gives you a refund:

- (a) before the Account's next statement has been issued, then as soon as we receive the refund we will amend the Account's available balance so as to include the amount of the refund; or
- (b) after the Account's next statement has been issued, then as soon as we receive the refund:
 - (i) we will re-credit the amount of the refund to the Account and you will be able immediately to draw against the refunded amount; and
 - (ii) the refund amount will form part of the interest bearing balance of the Account.

4. Terminating or Suspending Use of the Card

4.1 We may terminate or suspend your right to use the Card (including suspending any Personal Security Information necessary to use the Card) at any time if we believe that:

- (a) it is necessary to do so to protect the security of the Card (or the Account);
- (b) it is necessary to do so to protect against unauthorised or fraudulent use of the Card; or
- (c) where the Account has an overdraft facility (or is otherwise overdrawn), there is a significantly increased risk that you (or, where you are not the holder of the Account, the holder of the Account) may be unable to fulfil your (or their) liability to pay.

4.2 Termination or suspension may be complete or in respect of specified Transactions or functions only. Except as explained in Condition 4.3, before we terminate or suspend your use of the Card, we will give you (or, where you are not the holder of the Account, the holder of the Account) notice of the termination or suspension and our reasons for doing so.

4.3 We do not need to give you advance notice of termination or suspension of the Card, if we consider that it would compromise our security measures or would otherwise be unlawful. In these circumstances, we will give you or the holder of the Account (as applicable) the notice referred to in Condition 4.2 immediately after terminating or suspending the Card.

4.4 If the Card has been terminated or suspended, we will reactivate the Card (including any terminated or suspended Personal Security Information) or reissue a replacement Card (or Personal Security Information) when the reasons for its termination or suspension cease to exist.

4.5 The Card remains our property and we may require you to return the Card to us and we may ask anyone acting for us to collect the Card on our behalf.

4.6 You may terminate your right to use the Card by telephoning us on 0800 092 3300 and returning it to us at Cater Allen Private Bank, 9 Nelson Street, Bradford, BD1 5AN. Before returning the Card you must cut it in two.

4.7 Following suspension or termination, these Conditions will continue to apply to any use of the Card.

5. Issue and Use of Cards and Personal Security Information

5.1 To ensure only you can carry out Transactions using the Card we may ask you to follow certain security procedures, these procedures are set out in Condition 6 and in our Visa Deferred-Debit Card Cardholder's Guide. We also may limit the amount that you may withdraw, pay or transfer from the Account using the Card, and we will tell you if such a limit applies and if so what that limit is before you first use the Card. We will give you 2 months' notice of any change to the security procedures or the limit.

5.2 When we issue the Card we will notify you of the PIN to be used with the Card. We may also ask you to choose a password or other Personal Security Information as a means of identifying that it is you that is using the Card, for example when you buy goods or services with the Card.

5.3 You must not use the Card in any way that is unlawful and you must follow all the safeguards listed in Condition 6 to prevent, as far as possible, anybody else using the Card.

5.4 We are not liable if a Merchant does not accept the Card (or any of its functions) to carry out a Transaction.

6. Care of your Card, PIN, Passwords and Selected Personal Information

6.1 The care of the Card, your PIN and other Personal Security Information is essential to help prevent fraud and protect the Account and to ensure this you must:

- (a) sign the Card in permanent ink as soon as you receive it;
- (b) destroy the notification of your PIN as soon as you receive it;
- (c) always take reasonable steps to keep the Card safe and your PIN and other Personal Security Information secret;
- (d) not keep the Account chequebook and the Card together;
- (e) never write down or record your PIN, especially on the Card or on anything kept with it or near it;
- (f) not allow anyone else to use the Card, your PIN or other Personal Security Information (not even someone with whom you share a joint account or who is another person authorised by the Account holder to use the Account);
- (g) never disclose your PIN to anyone else, not even a member of Cater Allen staff (or your Personal Adviser).
- (h) change your PIN if you think that anyone else (even a member of your family) knows your PIN. You can request a new PIN at any time or you can change your PIN at most cash machines that display the VISA logo. PLEASE REMEMBER ANYONE IN POSSESSION OF THE CARD WHO KNOWS YOUR PIN CAN GAIN ACCESS TO THE ACCOUNT;
- (i) never write down or record your PIN or other Personal Security Information without disguising it. Only disclose them where requested by us for identification purposes;
- (j) keep the Card receipts and other information about the Account containing business and personal details (e.g. the Account statement) safe and dispose of them carefully. You should take simple steps such as shredding printed material;
- (k) act immediately on any further instructions we give you to ensure that you can use the Card securely and privately. Any instructions we give you will reflect good security practice; and
- (l) never disclose your PIN for mail order payments or at a point of sale (except to enter it on a keypad for Transactions with Merchants).

6.2 If you think the Card has been lost, stolen or misused, or may be misused in the future, you must notify us as soon as possible by telephoning us in the first instance on 0800 092 3300 between the hours of 7.00am and 11.00pm or 01268 298807 outside of such hours. You can also write to us at Cater Allen Private Bank, 9 Nelson Street, Bradford, BD1 5AN. We will also accept written notification of the loss or theft of your Card from any recognised card registration bureaux acting for you, from VISA or from any VISA member.

6.3 If you believe that your PIN or any other Personal Security Information has become known to another person then you must notify us as soon as possible by telephoning 0800 092 3300.

6.4 As soon as we receive your notification under Condition 6.2 or 6.3 we will immediately take such steps as are appropriate to prevent any further use of the Card, PIN or other Personal Security Information (as applicable).

7. Your Liability for Unauthorised Card Transactions

7.1 You or (where you are not the Account holder) the Account holder will be liable for any Transaction made using the Card:

- (a) where you have authorised the Transaction or the access to or use of the services used in making the Transaction;
- (b) where we can show you have acted fraudulently; or

- (c) subject to Condition 7.2, if, after becoming aware you (and the Account holder where applicable) delay unreasonably in notifying us that the Transaction was unauthorised, incorrect or has not been carried out by us; or
- (d) subject to Condition 7.2, if you (and the Account holder where applicable) failed to tell us the Transaction was unauthorised within 13 months of the date on which the Transaction occurred; or
- (e) you deliberately failed to follow any of the safeguards in Condition 6 or you showed serious disregard in taking reasonable care to follow any of them,

and in any of these cases, we may debit the Account with the amount of the Transaction, together with any charges arising as a result of that Transaction in accordance with the Account's terms and conditions.

7.2 Conditions 7.1(c) and 7.1(d) will apply only to Transactions made on or after 1 January 2010.

7.3 You or (where you are not the Account holder) the Account holder are not liable for any unauthorised use of the Card, PIN or any other Personal Security Information in any of the following circumstances:

- (a) before you receive it; or
- (b) after you (or the Account holder where applicable) have notified us of its loss, theft or unauthorised use under Condition 6.2 or 6.3;

- (c) if we have failed to put in place the relevant facilities referred to in Conditions 6.2 or 6.3 to enable you (or the Account holder where applicable) to notify us of its loss, theft or unauthorised use;
- (d) if the unauthorised use of it relates to the purchase of goods or services by way of a distance contract,

and for the purpose of this Condition 7.3 “distance contract” means any non-business related purchase made by you using the Card online or by post (including mail order), email, fax, telephone or tele-shopping, unless the purchase relates to land or financial services, or is made using a vending machine, a public pay phone or an auction.

7.4 Where the Card, your PIN or other Personal Security Information is used without your authority by someone else in circumstances other than those in Condition 7.3, then we may debit up to £50 to the Account in accordance with the Account’s terms and conditions, unless any of the circumstances in Condition 7.1 applies in which case you or (where you are not the Account holder) the Account holder will be liable for the full value of the Transaction.

7.5 If you dispute that you have carried out a Transaction using the Card, we will expect you to co-operate with us and the police in any investigations. We may give the police any information we consider relevant. We will have the burden of proving any allegation of fraud or failure to follow any of the safeguards in Condition 6, or that the Card has been received by you. If the law or any code to which we

subscribe limits your or the Account holder’s (where applicable) liability we will not debit the Account with more than that limit.

8. Our Liability

The Account’s terms and conditions set out our liability to you or (where you are not the Account holder) to the Account holder for Transactions made using the Card. Please see the Account’s terms and conditions for more details.

9. Variation Of These Conditions

9.1 We may change any of these Conditions or change any of the documents forming part of these Conditions, for one or more of the following reasons:

- (a) to conform with or reflect any legal, regulatory or code of practice requirements or industry guidance, such as recommendations of the Financial Services Authority;
- (b) to reflect any decision or recommendation by a court or the Financial Ombudsman Service;
- (c) to provide for the introduction of new or improved systems, methods of operation, services or facilities;
- (d) to reflect changes in the cost of providing a service to you, including direct costs we are required to pay others;
- (e) to reflect changes in market conditions;
- (f) to reflect changes in technology;

- (g) make them clearer or more favourable to you;
- (h) to rectify any mistake that might be discovered in due course; or
- (i) for any other valid reason.

9.2 If we change any of these Conditions, we will give you at least 2 months' personal notice of the change.

9.3 If you are not happy with any of the changes to these Conditions you are free to end this agreement immediately by telling us at any time during the notice period we give you for the change and we will not charge you for ending this agreement in these circumstances.

9.4 If you choose to end this agreement pursuant to Condition 9.3, the provision of Condition 10 shall apply. If you do not notify us that you are unhappy with any changes to these Conditions before the end of the 2 months' notice period, you will be treated as accepting the change.

10. Ending This Agreement

10.1 These Conditions will continue unless and until you or we end this agreement in accordance with this Condition 10.

10.2 You and we may end this agreement for any reason. You may end this agreement by giving us notice in writing to Cater Allen Private Bank, 9 Nelson Street, Bradford, BD1 5AN. We may end this agreement by giving you at least 2 months' written notice.

10.3 If you or we choose to end this agreement:

- (a) you must immediately cease any further use of the Card, PIN and other Personal Security; and
- (b) you must cut the Card into two and return the Card to us at Cater Allen Private Bank, 9 Nelson Street, Bradford, BD1 5AN.

11. General

11.1 We may transfer any of our rights and obligations under these Conditions to any other company or person. Any such transfer will not affect your rights under these Conditions.

11.2 You may not transfer your rights or obligations under these Conditions to anyone else.

11.3 Our relationship is with you. We will not recognise the interest or claim of any other person, unless we are required to do so by law.

11.4 If we choose not to exercise rights under these Conditions against you we can still do so later.

11.5 Any written notice under these Conditions must be given as follows:

- (a) to us: at Cater Allen Private Bank, 9 Nelson Street, Bradford, BD1 5AN, or Cater Allen Private Bank, 2 Triton Square, London, NW1 3AN; and
- (b) to you: at the most recent address you have given us. We may ask you to confirm any change of address in writing.

12. Governing Law

12.1 These Conditions and any non-contractual obligations arising out of or in connection with these Conditions (and to the extent applicable our relationship before you enter into these Conditions) are governed by English law. The courts of England and Wales will have exclusive jurisdiction to hear any dispute arising out of or in connection with these Conditions.

13. Important Information

13.1 To help us improve our service, we may record or monitor telephone conversations with you and with Authorised Users.

13.2 Cater Allen Private Bank is the name used for banking services provided by Cater Allen Limited. Registered Office: 2 Triton Square, Regent's Place, London, NW1 3AN. Registered in England Number 383032. Authorised and regulated by the Financial Services Authority, except in respect of its consumer credit products for which Cater Allen Limited is licensed and regulated by the Office of Fair Trading. FSA registration number 178737. Cater Allen Limited is one of the Santander group of companies. Cater Allen and the flame logo are registered trademarks.

13.3 These Conditions are available only in English and all communications from us will be made in English and Cater Allen Bank will only accept communications and instructions from you in English.

13.4 If you are not happy with the service you have received from us you should let us know by following the process set out in our Complaints guide. This guide was sent to you or (where you are not the

Account holder) to the Account holder when you (or they) opened the Account. Information on how we deal with complaints is available from our website www.caterallen.co.uk. Alternatively, you can request our Complaints guide by phoning us on 0800 092 3300.

13.5 All deposits with Cater Allen Limited are fully guaranteed by Santander UK plc. Please contact us if you require further details of this guarantee.

13.6 We are covered by the Financial Services Compensation Scheme (FSCS). The FSCS can pay compensation to depositors if a bank is unable to meet its financial obligations. Most depositors – including most individuals and small businesses – are covered by the scheme. In respect of deposits, an eligible depositor is entitled to claim up to £85,000. For joint accounts each account holder is treated as having a claim in respect of their share so, for a joint account held by two eligible depositors, the maximum amount that could be claimed would be £85,000 each (making a total of £170,000). The £85,000 limit relates to the **combined** amount in all the eligible depositor's accounts with Cater Allen Private Bank, including their share of any joint account, and not to each separate account. For further information about the scheme (including the amounts covered and eligibility to claim) please call us on 0800 092 3300, refer to the FSCS website www.FSCS.org.uk or call 020 7741 4100 or 0800 678 1100.



Cater Allen Private Bank is able to provide literature in alternative formats. The formats available are: Large Print (as recommended by RNIB), Braille, Audio Tape and PC Disk. If you would like to register to receive correspondence in an alternative format please contact us on 0800 092 3300. For the hard of hearing and/or speech impaired please use the Typetalk service via 18001 0800 092 3300.

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