

# Rothschild & Co Visa Card Terms and Conditions



Rothschild & Co Bank International Limited

May 2019



These Rothschild & Co Visa Card Terms and Conditions (May 2019 edition) are in addition to and supplemental to the Bank's standard Terms and Conditions (April 2018 edition as amended or superseded from time to time). Terms not otherwise defined herein shall bear the same meaning attributed to them in the Bank's standard Terms and Conditions and these Terms and Conditions shall prevail over the Bank's standard Terms and Conditions to the extent of any inconsistency.

## 1. Definitions

In these terms and conditions:

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| <p>1.1 "Account Holder" means the party that holds Bank Accounts with the Bank under an Account Application pursuant to the Bank's standard Terms and Conditions.</p> <p>1.2 "Application" means the application made by the Cardholder for a Card.</p> <p>1.3 "Bank Account(s)" means any bank account, including and without limitation the Card Account (and, in the case of a Charge Card, the Call Account), held with the Bank by the Account Holder.</p> <p>1.4 "Call Account" means the Bank Account established by the Account Holder (i) from which the amount to settle the Charge Card Account is debited on a monthly basis in respect of Charge Card Transactions; and/or (ii) to be debited immediately in respect of Debit Card Transactions.</p> <p>1.5 "Card" means the Debit Card(s) and/or Charge Card(s), each issued to one or more Cardholders pursuant to the Application and these Rothschild &amp; Co Visa Card Terms and Conditions.</p> <p>1.6 "Card Account" means (i) in respect of Debit Card Transactions, the Call Account and/or (ii) in respect of Charge Card Transactions, the Charge Card Account.</p> <p>1.7 "Cardholder" means the Account Holder or an individual whom the Account Holder has authorised for the purpose and who has been issued with a Card following the Bank's acceptance of written instructions from the Account Holder.</p> <p>1.8 "Card Limit" means the aggregate value of Card Transactions which may be made using the Card in a prescribed time period, as agreed between the Bank and the Account Holder from time to time.</p> <p>1.9 "Card Transaction" means each cash withdrawal or payment made using the Card in any authorised manner for settlement by respectively debiting or crediting the Card Account with such amounts (including any charges or fees associated with such transactions).</p> <p>1.10 "Charge Card" means a Rothschild &amp; Co Visa Charge Card.</p> | <p>1.11 "Charge Card Account" means the account established by the Account Holder with the Bank in respect of Charge Card Transactions.</p> <p>1.12 "Charge Card Transaction" means a Card Transaction using a Charge Card.</p> <p>1.13 "Contactless Terminal" means a card reader which is operated by near or touch contact with the card, without the PIN.</p> <p>1.14 "Debit Card" means a Rothschild &amp; Co Visa Debit Card.</p> <p>1.15 "Identity Details" means personal identification information that enables the Bank to identify the Cardholder.</p> <p>1.16 "Minimum Balance" means the value and type of overall balance on the Bank Accounts, determined by the Bank from time to time, that must be maintained by an Account Holder at all times.</p> <p>1.17 "One-Time Passcode" means the verification code the Bank will send by SMS to the Cardholder's mobile phone number when the Cardholder is using Rothschild &amp; Co Verified by Visa for internet transactions.</p> <p>1.18 "Password" means the password chosen by the Cardholder when registering for Rothschild &amp; Co Verified by Visa and subsequently used to identify the Cardholder when using Rothschild &amp; Co Verified by Visa for internet transactions, as it may be amended from time to time.</p> <p>1.19 "Personal Message" means the message chosen by the Cardholder when registering for Rothschild &amp; Co Verified by Visa via the Bank's website and subsequently displayed when making online purchases with participating Rothschild &amp; Co Verified by Visa merchants, as it may be amended from time to time.</p> <p>1.20 "PIN" means the personal identification number issued to the Cardholder from time to time for use with the Card, as it may be amended from time to time.</p> <p>1.21 "Rothschild &amp; Co Verified by Visa" means a 3-D secure password-protected identity-checking service designed to reduce the risks to online retail transactions processed through the Visa system.</p> <p>1.22 "Security Information" means the Personal Message and the Password.</p> <p>1.23 "Visa" means Visa Inc., 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 Center Boulevard, Foster City, California, or any subsidiary thereof.</p> |
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## 2. Card Facilities

- 2.1 The Cardholder may use the Card:
- i. to pay for goods or services at retailers or suppliers worldwide who accept the Card by: a) using a Contactless Terminal; b) using a card operated machine in conjunction with the PIN; c) signing a sales voucher; d) signing a mail order purchase form showing the number printed on the Card; or e) placing an order by telephone or via the internet and quoting the numbers printed on the Card;
  - ii. to withdraw money or make payments throughout the world at any bank which accepts the Card; and
  - iii. to withdraw money from card operated cash machines, which accept the Card in conjunction with the PIN.
- 2.2 The Bank will settle all Card Transactions on behalf of the Account Holder (or Cardholder if other than the Account Holder) by debiting the Card Account(s) of the Account Holder. Notwithstanding the foregoing the Bank shall have a right to set off against, and apply, the balance of any of the Bank Accounts to satisfy any liability of the Account Holder (or Cardholder if other than the Account Holder) in respect of the Card Transactions.

## 3. The Card Account

- 3.1 A statement will be issued each month to the Account Holder detailing transactions, fees and charges in respect of the Card Account(s). The provisions of clause 3 of the Bank's standard Terms and Conditions shall, for the avoidance of doubt, apply to such statements
- 3.2 The Bank reserves the right to debit the Card Account with any additional fees levied by Visa arising out of use of the Card by the Cardholder.

## 4. The Charge Card Account

- 4.1 The Account Holder authorises the Bank to debit the Call Account with the amount shown as payable on the Charge Card Account statement on the day advised in writing by the Bank to the Account Holder, which will be approximately 10 business days after the statement date. The Bank will effect this transfer even if the Call Account does not have sufficient funds to meet the charge. Such transfers may create an overdraft for which there would be an associated interest charge on the Call Account, in accordance with the Bank's standard Terms and Conditions.
- 4.2 No interest will be charged or credited to the Charge Card Account, but the Bank shall charge the Charge Card Account with a handling charge of 2% (minimum £2.00 or currency equivalent) for each cash withdrawal from the Charge Card Account, whether by use of a card operated cash machine or otherwise.

## 5. The Card

- 5.1 The Card belongs to and shall continue to be the property of the Bank. The Bank, or any authorised officer, servant, employee, associate or other agent of the Bank may retain the Card, require the Account Holder to procure the return of the Card or suspend the use of the Card at any time at its absolute discretion and neither the Bank nor its agents shall be liable for any loss suffered by the Account Holder or Cardholder as a result thereof.
- 5.2 The Card will not become valid or operational until the Cardholder activates the Card by contacting the Bank by telephone on the number provided and responding correctly to the security questions asked. The Card is only valid for the period shown on it. The Card must not be used either outside that period, or if the Bank has required by notice in writing to the Account Holder or Cardholder that it be returned to the Bank. When the period of validity of a Card expires the Cardholder must procure the destruction of the Card by cutting it in half through the magnetic strip and chip.

## 6. Security

- 6.1 The Account Holder and the Cardholder shall be responsible for the security of the Card after it has become operational and must take all reasonable precautions to prevent damage to the chip or magnetic strip and unauthorised use of the Card. These precautions shall include (amongst others):
- i. signing the Card as soon as it is received; and
  - ii. not allowing anyone else to use the Card.
- 6.2 The Cardholder is responsible for maintaining the confidentiality of the Security Information and must not disclose it to anyone else, write it down or store it in a way that could be understood by anyone else. The Cardholder is also responsible for maintaining the security of the One-Time Passcode and must not disclose it to anyone.
- 6.3 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 or Cardholder shall immediately notify the Bank by calling the telephone number + 44 (0) 1481 705000. The Account Holder shall confirm the loss of the Card in writing within seven days of having notified the Bank by telephone, as aforesaid.
- 6.4 If the Cardholder suspects or knows that someone else knows the Security Information, the Bank must be informed immediately by contacting the 24 hour card assistance line +44 (0)1481 705000 or, during office hours, by attendance at the Bank or contacting your usual contact person at the Bank.
- 6.5 If unauthorised transaction(s) are identified or are believed to have been carried out, the Cardholder must inform the Bank immediately by contacting the

24 hour card assistance line +44 (0)1481 705000 or, during office hours, by attendance at the Bank or contacting your usual contact person at the Bank.

- 6.6 The Bank may require the Cardholder to change Security Information at any time for security or administrative reasons. In this event the Bank will notify the Cardholder of the requirement by telephone or in writing.
- 6.7 The Account Holder and the Cardholder shall cooperate with any officers of the Bank and/or the police in any efforts to recover the Card if it is lost or stolen.
- 6.8 If the Card is found after the Bank has been given notice of its loss or theft the Cardholder must not use it again. The Card must be cut in half through the magnetic strip and chip immediately.

## 7. The PIN

- 7.1 The Bank will issue a PIN to the Cardholder. The Cardholder must take all reasonable precautions to avoid unauthorised use. These precautions shall include (amongst others): -
- i. never writing the PIN on the Card or any other item normally kept with the Card;
  - ii. never writing the PIN in a way that can be understood by someone else;
  - iii. never disclosing the PIN to someone else;
  - iv. notifying the Bank as soon as possible if someone else knows or is suspected of knowing the PIN; and
  - v. destroying the PIN advice given by the Bank promptly after receipt.

## 8. Rothschild & Co Verified by Visa

- 8.1 In order to use Rothschild & Co Verified by Visa the Cardholder must provide the Bank with certain Identity Details so that the Bank can identify the authorised Cardholder.
- 8.2 Verification of a Cardholder's Identity Details may be made against information held by the Bank and by independent third parties and the Cardholder agrees that the Cardholder's Identity Details may be used in this way.
- 8.3 The Cardholder will choose a Password that will form part of the Cardholder's Security Information.
- 8.4 If any Identity Details are inadequate or incomplete, or the Bank cannot verify the Cardholder's Identity Details, registration for Rothschild & Co Verified by Visa may be refused.
- 8.5 Failure to register for Rothschild & Co Verified by Visa may result in the inability to use the Card for internet transactions which require authentication. In such case no liability for failure to make these transactions will be accepted by the Bank.
- 8.6 The Bank does not verify, endorse or give the Cardholder any extra rights concerning quality or

fitness for purpose of the goods or services that the Cardholder purchases on the websites that offer the Rothschild & Co Verified by Visa service.

## 9. Use of Information

- 9.1 The Bank may disclose information about the Account Holder and/or the Cardholder and/or the Bank Accounts if the Bank is of the opinion that it will help avoid or recover any loss to the Account Holder or the Bank resulting from the loss, theft, or misuse or unauthorised use of the Card.
- 9.2 The Bank may supply the police or any prosecuting authority with any information obtained in connection with Rothschild & Co Verified by Visa in order to allow them to investigate any suspected misuse of the Cardholder's Security Information.
- 9.3 The Bank will not pass on any of the Cardholder's Identity Details or Security Information to any merchant or retailer.
- 9.4 The Bank may pass on the Cardholder's Identity Details to any third party which assists in providing or administering Rothschild & Co Verified by Visa.

## 10. General

- 10.1 The total amount of any Card Transactions carried out at any time shall be subject to the Card Limit.
- 10.2 The Bank will issue a Card only if the Cardholder has completed the Application and it has been accepted by the Bank, or if the Bank at its discretion is replacing or renewing a Card.
- 10.3 The Account Holder (or the Cardholder if other than the Account Holder) may not reduce the aggregate value of the Bank Accounts to below the Minimum Balance (as applied to the Bank Accounts by the Bank at its discretion and notified to the Account Holder) either by using the Card or otherwise. However, should the value of the Bank Accounts fall below such Minimum Balance the Card may be stopped without notice to the Account Holder (or the Cardholder if other than the Account Holder) at the Bank's discretion and/or the Bank may at its discretion reduce the Minimum Balance applied to the Bank Accounts and/or reduce the Card Limit.
- 10.4 If the Bank is asked to authorise a Card Transaction, the Bank may at its own absolute discretion refuse to authorise such Card Transaction in the event that the bank has:
- a) requested but not received from the Cardholder correct responses to security questions;
  - b) reason to believe that the Card Transaction may involve criminal conduct; or
  - c) taken into consideration any other Card Transactions which have been authorised but which have not been settled and determined that there is or will be insufficient balance (taking into account the Minimum Balance required to be maintained) on the Bank



Accounts to pay the amount that would be due in respect of such Card Transaction.

- 10.5 In the event that the balance on the Bank Accounts is insufficient to settle any Card Transaction, or other amount payable from the Bank Accounts including any interest, fees, charges or other payments due to the Bank, or that the settlement of any Card Transaction is prevented or delayed for any reason and notice has been given to the Cardholder requesting payment other than from the Bank Account and payment has not been received within 28 days thereafter, the amount remaining unsettled is a debt owing to the Bank. The Bank may have recourse, without further notice to the Account Holder, to any assets of the Account Holder held by the Bank or held to the Bank's order in a form acceptable to it, whether by way of set-off, sale, combination of Bank Accounts or otherwise to settle the debt and the Bank may make a charge, calculated as a percentage of the unsettled amount and accruing on a daily basis from the due date for settlement or, as applicable, from the expiry of the said notice, until the settlement of the debt, such percentage to be the percentage from time to time applicable as set out in the Bank's standard Terms and Conditions at the time when the above mentioned notice is given.
- 10.6 The Cardholder may use the Card to obtain the services described in these Rothschild & Co Visa Card Terms and Conditions and such other services as the Bank may agree to provide from time to time. All such services shall be subject to these Rothschild & Co Visa Card Terms and Conditions as amended from time to time.
- 10.7 The Card may not be used by any persons other than the Cardholder.
- 10.8 The Bank shall not be liable for any loss or damage 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.
- 10.9 The Account Holder shall notify the Bank in writing if the Account Holder's or Cardholder's address or mobile telephone number is changed, such notification to be in writing and made prior to or immediately after such change.
- 10.10 A Card Transaction cannot be cancelled by the Cardholder or the Account Holder after it has been authorised.
- 10.11 The Bank will normally settle the amount of any Card Transaction by debit to the Card Account as soon as the Bank receives proper notification in connection therewith, provided that the Bank shall not be liable for any loss resulting from any delay therein.
- 10.12 If a retailer or supplier makes a refund by means of a Card Transaction the Bank will credit the Card Account with the amount of the refund when it receives the retailer or supplier's proper instructions and the funds in respect of such a refund, provided that the Bank shall not be liable for any loss resulting from any delay in receiving such instructions and funds.
- 10.13 When the Card is used to effect a Card Transaction through Visa (whether with a retailer or supplier, a bank or from a card operated machine or otherwise) in a currency other than Sterling, the Bank will convert the amount of the Card Transaction into Sterling at a rate of exchange determined on the day upon which it receives notification of the Card Transaction. A 2.5% foreign exchange transaction fee will be incorporated for debit card transactions.
- 10.14 The Account Holder shall be liable for and shall indemnify the Bank on demand against any losses or costs reasonably incurred by the Bank as a result of any breach by the Account Holder or the Cardholder of these Rothschild & Co Visa Card Terms and Conditions.
- 10.15 In the event of the death, incapacity, bankruptcy or insolvency of the Cardholder or Account Holder howsoever described in any jurisdiction, all Card Transactions already effected will be settled by the Bank by debit or credit to the Card Account as previously provided in clauses 10.11 and 10.12.
- 11. Liability**
- 11.1 *The Bank's liability.* The Bank will be responsible for any money lost as a result of the Card being lost or stolen in dispatch from the Bank to the Cardholder. Unless the Bank can show that the Cardholder acted fraudulently or with negligence or otherwise contrary to the provisions of these Rothschild & Co Visa Card Terms and Conditions, the Bank will also be responsible for any money lost as a result of use of the Card without the Cardholder's authorisation which takes place after the Bank has been notified, in the manner described in clauses 6.3 and 6.4 of these Rothschild & Co Visa Card Terms and Conditions, that the Card has been lost or stolen or that the PIN is known or suspected of being known by someone else. The Bank will credit the Card Account with any amount for which the Bank is responsible pursuant to this clause 11.1, (including any related interest and charges), where the Bank has settled any Card Transaction by debit to the Card Account. In circumstances where the Bank is liable, this liability will not extend to indirect or consequential losses such as loss of profit, or to special damages. The Bank shall not be liable for any failures in the Rothschild & Co Verified by Visa service caused by computer or software failure, viruses, industrial disputes or other events beyond our reasonable control.
- 11.2 *The Account Holder's liability.* The Account Holder shall be responsible for any losses except losses referred to in clause 11.1, incurred by any person, including the Bank, as a result of the loss, theft, misuse or unauthorised use of the Card. 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 Cardholder. However, if the Bank can show that the Account Holder or Cardholder has acted fraudulently, with negligence or otherwise contrary to these Rothschild & Co Visa Card Terms and Conditions, the Cardholder's liability to the Bank shall, subject to any limit imposed by law, be without limit. The Account Holder will be liable for all transactions resulting from the provision of Security Information or the One-Time Passcode in using Rothschild & Co Verified by Visa unless it is a result of fraud or due to the Bank's negligence or the negligence of any third party used by the Bank in the provision of Rothschild & Co Verified by Visa to the Cardholder.

## 12. Additional Services

12.1 The Bank may from time to time make available such benefits for Cardholders as are notified by the Bank from time to time. The Bank may withdraw such additional benefits at any time without notice.

## 13. Termination

13.1 The Bank may terminate the agreement comprised in the Application and these Rothschild & Co Visa Card Terms and Conditions by notifying the Cardholder in writing to that effect at any time. The Cardholder may terminate the agreement comprised in the Application and these Rothschild & Co Visa Card Terms and Conditions by notifying the Bank in writing and cutting the Card in half through the magnetic strip and chip. Such termination shall be effective, subject to the provisions of the following paragraphs of this clause, upon receipt by the other party of such notice.

13.2 The agreement comprised in the Application and these Rothschild & Co Visa Card Terms and Conditions shall be deemed to remain in full force and effect if and in so far as any Card Transaction is completed but not settled by debit to the Card Account prior to the termination thereof.

13.3 In respect of clause 13.1, the Bank, at its sole discretion, may require the Account Holder to maintain the Minimum Balance until the Card has been returned and the Bank is satisfied that all outstanding transactions have been settled in accordance with Visa's then current terms.

13.4 Termination of the agreement comprised in the Application and these Rothschild & Co Visa Card Terms and Conditions shall not prejudice any liability in respect of things done or omitted to be done prior to termination thereof.

13.5 The Bank may immediately terminate or suspend the Cardholder's use of Rothschild & Co Verified by Visa if the Bank suspects that:

- i. someone else is using or attempting to use the Cardholder's Security Information or One-Time Passcode;

- ii. someone else knows the Cardholder's Security Information;
- iii. the Cardholder's Security Information or the One-Time Passcode is being used illegally; or
- iv. the Cardholder has breached these Rothschild & Co Visa Card Terms and Conditions.

13.6 The Bank may terminate the Cardholder's use of Rothschild & Co Verified by Visa with immediate effect if required to do so by any third party that assists the Bank in providing the service, by any law or by any other requirement affecting the Bank.

13.7 In circumstances not covered under 13.5 or 13.6 the Bank may terminate the Cardholder's use of Rothschild & Co Verified by Visa by giving at least 30 days' notice.

## 14. Amendment of Terms and Conditions

The Bank reserves the right at its sole discretion at any time or times to review and waive, vary or amend any of these Rothschild & Co Visa Card Terms and Conditions and the practices and charges relating thereto. Any such waiver, variation or amendment shall take effect immediately from the date that the Bank provides written notice to the Account Holder and the Cardholder (if other than the Account Holder).

## 15. Governing Law and Jurisdiction

These Rothschild & Co Visa Card Terms and Conditions and the rights of the Account Holder, the Cardholder (if other than the Account Holder) and the Bank pursuant hereto are governed by and construed in accordance with the laws of the Island of Guernsey. In the event of any claim, dispute or difference arising out of or in connection with these Rothschild & Co Visa Card Terms and Conditions, the Account Holder, the Cardholder (if other than the Account Holder) and the Bank irrevocably agree and submit for the Bank's exclusive benefit to the exclusive jurisdiction of the courts of the Island of Guernsey except that nothing in this clause shall be taken to have limited the Bank's right to proceed in the courts of any other competent jurisdiction.

### Rothschild & Co Bank International Limited

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