

TERMS AND CONDITIONS - ANSA BANK DEBIT CARD



DEFINITIONS

The following terms and conditions apply herein:

Account means any ANSA Bank savings or chequing account we allow you to access by the use of the Debit Card

ATM means an automated teller machine

Cardholder means the person to whom we issue a Debit Card

Debit Card means any card issued to you by ANSA Bank in relation to any Account which may be used to effect debit transactions by electronic or digital means as we may make available or accept from time to time

PIN means a four digit number that is used by us to identify you when you access information or make a transaction using a Debit Card

Service means any service which we may provide or procure in relation to a Debit Card

Terms and Conditions means these terms and conditions as may be amended from time to time

we, us, our means ANSA Bank Limited

you or your means a Cardholder

ABOUT THE CARD

You may access your Account with your Debit Card subject to these Terms and Conditions and any other terms and conditions applicable to your Account and any applicable platform or payment network from time to time. The holder of an Account may request us to issue a supplementary Debit Card to an individual you designate, and this decision will be made in our sole discretion. All Account statements will be sent to the primary Cardholder only. We may offer, vary, suspend, withdraw or cancel any Service, the Debit Card or your use of the Debit Card at any time without prior notice. We may also introduce, vary, restrict, suspend, withdraw or cancel all or any of the rights, benefits, services, facilities, rewards and privileges in connection with your Debit Card. Upon cancellation of the Debit Card, all sums due in respect of transactions effected by the use of the Debit Card or PIN shall become immediately payable without demand.

YOUR RESPONSIBILITY

You are responsible for (i) all transactions effected by the use of each Debit Card and each PIN (including all related fees and charges) associated with your Account; and (ii) any failure to comply with these Terms and Conditions. You shall not, whether with or without your knowledge, use the Debit Card or PIN to effect any transaction which could contravene the laws of Trinidad and Tobago or any other jurisdiction. You agree that when the Debit Card or PIN is used to effect, process or conduct any transaction, it is or shall be deemed to be used with your authority and knowledge whether or not you have actually authorised and/or have knowledge of the use of the Debit Card or PIN and we shall debit against your Account any such amount transacted or processed through the use of the Debit Card or PIN. You shall accept our records of all transactions effected, processed or conducted through the use of the Debit Card or PIN as correct and conclusive, save in the case of manifest error, and you agree to be bound by our records.

SECURITY

Upon receiving your Debit Card, you agree to (i) sign on the Debit Card immediately after receiving it; (ii) keep your Debit Card in a secure place and under your personal control treating it as you would cash; (iii) keep a note of your Debit Card number in a safe place separate from your Debit Card; (iv) remember to take your Debit Card from the ATM after use; (v) ensure your Debit Card is returned to you promptly after a transaction and remains within your sight during transaction processing; (vi) keep your PIN strictly confidential ensuring it is protected from view by any other person when you use it; (vii) change the PIN regularly and immediately if you suspect it may have been seen by another person; (viii) do NOT write down your PIN; (ix) keep the Cardholder copy of each transaction slip and check it against your Account statement or records.

BENEFITS

We may introduce new benefits or vary or withdraw any benefit associated with your Debit Card. You will receive prior notice of any such amendments. We have the right to set, exclude or withdraw any Account which may be linked or used in connection with any Debit Card benefit. We may also offer different benefits for the Debit Card based on the tier of your integrated accounts, including preferential rates, fees and charges discounts. Debit Card benefits may include (i) mobile or contactless payment function; (ii) cash rebate, cash reward and other rewards or privileges; (iii) merchant discounts; (iv) internet banking services and any other benefits that we may notify you from time to time. We may separately issue or vary additional terms and conditions relating to Debit Card benefits from time to time. You may be required to make separate application to obtain some benefits.

FEATURES

The Debit Card only transacts in Trinidad and Tobago Dollars and at ATMs or point of sale machines within Trinidad and Tobago. The Debit Card permits contactless payment via tapping where merchant devices permit. You can only tap your Debit Card for purchases under TTD\$300.00. Only three taps are allowed before the Debit Card may be inserted and the PIN entered by the Cardholder as a safety precaution. There is a daily limit for cash withdrawals of TTD\$4,000.00 and a daily purchasing limit of TTD\$5,000.00. All limits are subject to change at our sole discretion and any such changes will be notified to Cardholders in advance.

LOSS, THEFT OR MISUSE

You should promptly report to us any loss, theft, disclosure or unauthorised use of your Debit Card or PIN followed by a written confirmation as soon as reasonably practicable. Our liability for any losses incurred due to lost or stolen cards shall be limited to any such losses incurred after the loss/theft/misuse is reported to us by you in writing or by attending one of our branches. You are liable for any and all losses prior to such report being made. In all instances, you are liable for any and all losses incurred where (i) you have knowingly permitted any other person to use your Debit Card or disclosed your PIN; or (ii) if you have acted fraudulently or with gross negligence in using or safeguarding your Debit Card or PIN. Your failure to follow any of the security measures contained in these Terms and Conditions may be treated as your gross negligence.

UNAUTHORISED OVERDRAFT

If you effect a transaction (i) where there are insufficient funds in the related Account and (ii) which, if executed by us, would cause the related Account to go overdrawn or over an existing overdraft limit, we will refuse your request and that transaction.

EXCLUSIONS AND EXCEPTIONS

We are not liable to you or any other person for (i) any delay or failure in providing any Service to the extent that it is attributable to any circumstance beyond our reasonable control; (ii) the availability or performance of any point of sale terminal or other device provided or operated by a merchant or any other person to enable the use of the Debit Card or any of its functions including the contactless payment function; and (iii) any consequential or indirect loss arising from or in connection with the use of your Debit Card or PIN. We are not responsible for any merchant's refusal to accept your Debit Card or PIN. We are also not responsible for any goods or services supplied to you by any merchant. Your obligation to us under these Terms and Conditions is not affected and will not be relieved or reduced by any claim made by you against a merchant. You are responsible for resolving any dispute between you and a merchant.

REPLACEMENT CARD

We may issue a replacement Debit Card to you in our sole discretion. If a replacement card is issued, we will charge a fee for issuing the replacement by debiting any Account of the Cardholder.

TRANSACTIONS AND FEES

By accepting the Debit Card, you authorise us to debit the Account with the amount of all Debit Card transactions including any and all applicable fees and charges, as well as any other liability of the Cardholder and any loss incurred by us arising from the use of the Debit Card or enforcement of our legal rights. We will give the Cardholder prior notice of any and all fees and charges applied by us associated with the use of the Debit Card.

DATA PROTECTION

You authorise us to disclose to other institutions (whether in or outside Trinidad and Tobago) such personal data and information about you as may be required or appropriate in connection with any electronic fund transfer network or to enable us to provide the Services relating to your Debit Card and its security.

JOINT ACCOUNT

Where your Account is in joint names, we may issue the Debit Card to any person who is authorised singly to operate the Account. We will not issue debit cards to any holders of joint accounts designated as "Both to Sign". Where a Debit Card is issued to joint Account holders, all the Cardholders associated with the joint Account will be jointly and severally liable with each other for the obligations and liabilities in connection with the Debit Card, the Services and these Terms and Conditions. Any notice from us to one of these persons will be considered effective notices to all other persons jointly on the Account.

CANCELLATION

You may cancel your Debit Card by giving us notice in writing or by such other method as you may prescribe from time to time. Such cancellation shall only be effective once we have received all outstanding sums due to us in connection with the Debit Card and pursuant to these Terms and Conditions.

AMENDMENT

We have the right to vary these Terms and Conditions, including any fees and charges, from time to time. We may give notice by way of publication, display at our premises, email, post or in any other manner we consider appropriate and such notice will be binding on you. We will give you prior notice in a manner we consider appropriate. You will be bound by a variation unless we receive your written notice to cancel your Debit Card before the date on which that variation takes effect.

GOVERNING LAW

These Terms and Conditions are governed in accordance with the laws of Trinidad and Tobago and any dispute or claim arising out of or in connection with it or its subject matter or formation shall be the exclusive jurisdiction of the courts of Trinidad and Tobago.