

Cards Agreement Terms & Conditions



Lloyds TSB

1. INTRODUCTION

- 1.1 This document sets out the specific terms and conditions relating to your use of payment/debit cards and credit cards issued by us to you as an existing personal banking customer and as a related banking service we have agreed to provide to you.
- 1.2 Reference to the term "card" in this agreement will be to any credit card, payment/debit card or similar card issued by us to you.
- 1.3 We may in our absolute discretion issue an additional card to any person nominated by you and approved by us; such person referred to as an "additional cardholder".
- 1.4 All the terms and conditions set out in this agreement applicable to you shall apply to the additional cardholder(s) and the term the "card" shall wherever applicable include additional card(s). You shall be bound by and be liable for the use of any additional card(s). You and any additional cardholder(s) will be jointly and severally liable for all card transactions effected by any additional card(s) and otherwise in respect of all obligations under this agreement.

2. LIABILITIES

Your undertakings, liabilities and obligations and those of any additional cardholder(s) to us and our rights shall not be affected in any way by any dispute or counterclaim or right of set off which you and the additional cardholder may have against each other. In addition, and as a separate undertaking, you shall be fully liable to us for all charges and other liabilities incurred by you and any additional cardholder under the terms of this agreement.

3. HOW THIS AGREEMENT WORKS

- 3.1 The general conditions titled "Personal Banking terms and conditions" (the "general conditions") shall also apply to your use of debit and credit cards and shall be read as one with the terms and conditions set out in this agreement. The terms and conditions set out in this agreement shall be "additional conditions" for the purposes of the general conditions and references to this "agreement" will include the general conditions.
- 3.2 References in the general conditions and the terms and conditions set out in this agreement to our published "Personal Banking Rates" and/or "Personal Banking Charges" are to those documents that can be obtained in branch and also can be found on our website at www.lloydstsb.ae as may be amended, supplemented or replaced from time to time in accordance with the general conditions and/or this agreement. These publications form part of the general conditions and the terms and conditions set out in this agreement. Accordingly all rates, fees, commissions and charges set out in these publications shall apply in respect of your application, maintaining and operating a card and utilising any related services.
- 3.3 If any of the terms and conditions set out in this agreement conflict with any of the general conditions, the terms and conditions set out in this agreement shall apply.
- 3.4 In this agreement we are Lloyds TSB Bank plc.
- 3.5 We reserve the right at all times to vary or amend the terms and conditions set out or referred to in this agreement (including amending the interest rates, finance charges and other fees, commissions or charges) from time to time or to introduce new terms and conditions. Any such variation or amendments shall be notified to you in accordance with the general conditions and will become effective on the date specified in the notification sent to you which shall not be earlier than the minimum notice specified by UAE law. If you are unwilling to accept any such variations or amendments, you must return the card along with any additional card(s) to us for cancellation. You will indemnify us (notwithstanding any termination of this agreement) against Card Transactions of these card(s) prior to the return of the card and any additional card(s) to us.
- 3.6 Any variations or amendments referred to at condition 3.5 shall apply on the effective date specified by us in the notification sent to you. If you or any additional cardholder does not return each card in accordance with condition 3.5 or uses a card after the effective date, we are entitled to assume that you and each additional cardholder have accepted the variations and amendments on the date the change comes into force.
- 3.7 This agreement creates legally binding obligations on you. Accordingly before you use the card, you should read carefully the terms and conditions set out in this agreement, the general conditions, Our Personal Banking Rates and Our Personal Banking Charges. By activating the card you and any additional cardholder will be accepting this agreement and shall be bound by its terms and conditions.

4. ISSUING OF CARDS

- 4.1 Each card is issued by Lloyds TSB Bank plc, Dubai.
 - 4.2 Use of any card is restricted to you and any additional cardholder we approve. Subject to the other terms of this agreement, the card remains valid until its date of expiry mentioned on the card.
- ## 5. USE OF CARDS
- You will not permit any other person to use the card and will at all times safeguard the card and any Personal Identification Number (PIN) issued and keep it under your personal control. You shall not use the PIN after reporting to us that the PIN has been disclosed to any other party.
- 5.1 We will maintain an account in your name in respect of a credit card (referred to as the "Card Account") and you will maintain a current account in your name with us in respect of any debit card (either account referred to as the "Settlement Account") to which in each case the value of the purchase of goods and services, cash advances, fees and charges resulting from the use of the card ("Card Transactions"), any other of your liabilities arising under the terms and conditions set out in this agreement, and any loss incurred by us arising from the use of the card or card numbers shall be charged.
 - 5.2 A statement of amounts so charged (referred to as a "Card Statement") will be sent to you at your last known address and any such statement shall be deemed to have been received by you 4 days after despatch.
 - 5.3 You irrevocably agree that we may transfer or subcontract the provision of any part, of the services provided to you to any third party including to another member of the Lloyds Banking Group

whether or not that third party operates in another jurisdiction or territory. We shall remain liable to you for any recoverable loss or damage incurred or suffered by you as a result of the negligence, breach or default, of any such third party and will require that any such third party maintains the confidentiality of any information to the same extent as we do.

6. COLLECTION AND DELIVERY OF CARDS

- 6.1 The card must be collected personally from us by you or may be couriered to you. You will need to suitably identify yourself at the time of collection or delivery. We have no liability for any loss, delay, error or omission arising out of the negligence of the courier.
- 6.2 The card must be signed by you immediately upon receipt.
- 6.3 The card is and will be at all times remain our property and shall be surrendered to us immediately upon our request or our duly authorised agent. We reserve the right to withdraw the card and/or to terminate the use of the card in accordance with the terms of this agreement and the general conditions.

7. USING YOUR CARD

- 7.1 You will be responsible for all the credit and other facilities granted by us in respect of the card and for all related fees and charges payable pursuant to the terms of this agreement whether or not this agreement has been terminated.
- 7.2 As directed by any merchant, you should sign a Sales slip, Cash Advance slip or Mail Order Coupon or insert your PIN number whenever you use the card and keep a copy. Copies of the Sales or Cash Advance slips may be provided at our sole discretion, subject to an additional charge. Provision of the sales slip copies may take a minimum of 45 days following your written request. Your failure to sign any Sales slip, Cash Advance Slip or Mail Order coupon will not relieve you from liability to us.
- 7.3 The value of all Card Transactions will be charged to the Settlement Account in the local currency ("Billing Currency"), UAE Dirham (AED). Card transactions which are effected in currencies other than the Billing Currency will be debited to the Settlement Account after conversion into the Billing Currency at our standard exchange rate. You can find out our standard exchange rate by calling us.
- 7.4 ATM. Where an ATM facility has been incorporated in the card, you shall be responsible for transactions either processed with your knowledge or by your express or implied authority at any ATM that accepts it.
- 7.5 PIN. We shall issue a PIN to you for use at the ATM or point of sale terminal. You shall not disclose the PIN to any person and shall take all possible care to prevent discovery of the PIN by any person.
- 7.6 Our record of transactions processed are conclusive and binding for all purposes. You authorise us to debit your Settlement Account with the amount of any withdrawal or transfer effected by the use of the card with or without your knowledge or authority.
- 7.7 We shall not be responsible for any loss or damage arising directly or indirectly from any malfunction/failure of the card or ATM whether arising out of your mistake, the temporary insufficiency of funds in such machines or otherwise.
- 7.8 Any cheque deposited at an ATM shall only be credited to the Settlement Account after clearing in accordance with the general conditions and any statement issued on making a deposit shall only represent what purport to have deposited and shall in no way bind us.
- 7.9 Any cash deposit at an ATM shall only be regarded as having been received by the Bank upon verification and crediting the same to the Settlement Account.
- 7.10 We shall not be liable for the refusal of any merchant establishment to accept or honour the card, nor shall we be responsible in any way for the goods or services supplied to you by the merchant. Any complaint by you in this respect must be resolved by you with the merchant establishment. We shall have no responsibility in this respect. No claim by you against the merchant establishment may be the subject of a claim against us. We will credit your Settlement Account with the amount of any refund only upon receipt of a properly issued credit voucher from the merchant establishment.
- 7.11 You will be covered for Purchase Protection Insurance as per the rules and subject to the policy taken out by us from time to time. You specifically acknowledge that the insurance company will be solely liable under that policy and will not hold us responsible whether for compensations, claims and processing of claims or otherwise in any manner whatsoever. We provide this cover free of charge to you and as a discretionary benefit and it may be withdrawn by us at any time by us notifying you in writing.

8. CREDIT LIMIT

- 8.1 We will assign a credit limit to the Card Account which must not be exceeded without prior agreement. We may amend, reduce, increase or cancel the credit limit at any time. Any amended limit will become effective once notified to you. The Bank will notify you of any such amendment in accordance with UAE law which may be in writing, e-mail, in person or by SMS. Following receipt of this notification, any continued use of the card shall be concurrence by you and any additional cardholder of the amendment. If you or any additional cardholder does not concur with the notified amendment, you or the relevant additional cardholder must immediately cease to use the card and return it to us whereupon this agreement shall be terminated.
- 8.2 If you exceed the assigned limit without prior agreement we may at our discretion cancel the card immediately without notice to you and all outstanding amounts will thereupon become immediately due and payable.
- 8.3 You will be liable for additional charges if you exceed the assigned credit limit, at the rates set out in Our Personal Banking Charges.

9. UNAUTHORISED AND DISPUTED TRANSACTIONS

- 9.1 In addition to the provisions relating to security in the general conditions, the theft or loss of the card and/or its information must be reported to us immediately upon discovery and also confirmed in writing immediately. You will, if requested by us, arrange to provide a copy of the Police Report filed or any other documentation available to substantiate your report. You will be responsible for any unauthorised transaction on the card effected before notice of the loss or theft has been received by us.

- 9.2 After receipt of notification of loss or theft of the card and/or its information by us, you will have no further liability provided that you and any additional cardholder acted in good faith and with all reasonable care and diligence in safeguarding the card and PIN and promptly reporting its loss to us. The decision as to your bonafides or those of any additional cardholder will rest with us and we reserve the right to cancel the card and/or any additional card(s). In case you recover the card(s), you shall report the matter to us and immediately hand over the recovered card(s) to us for destruction. Following notification, you must not make any attempt to use the card.
- 9.3 Notwithstanding anything to the contrary set out in this agreement, you will be liable for all losses we suffer arising from the use of the card and PIN by any person obtaining possession of it with your consent.
- 9.4 We may in our absolute discretion agree to issue a replacement card for any lost or stolen card which shall be issued on the same terms and conditions as set out in this agreement or as may be amended from time to time in accordance with the terms of this agreement. We reserve the right to charge a replacement/handling fee to your Settlement Account at the rates set out in Our Personal Banking Charges.

10. PAYMENT

10.1 Payment/debit Card Payments

- 10.1.1 For settlement of card payments you will nominate a current account with the bank which will be the nominated current account.
- 10.1.2 Card Transactions using the payment card/debit card will be settled on a daily basis by a debit to the nominated current account. You must maintain sufficient funds in the nominated current account to provide cover for use of the payment card/debit card.
- 10.1.3 In case of insufficient balance in the nominated current account, we may at our discretion grant overdrafts from time to time to cover transactions arising from card usage in accordance with the general conditions. You are bound to repay on demand all outstanding amounts together with finance charges accrued thereon in accordance with the general conditions.

10.2 Credit Card Payments

- 10.2.1 A Card Account statement will be sent to you monthly at the end of each period ("Billing Period") as detailed in Our Personal Banking Charges, with details of the total amount outstanding on the Card Account ("Amount Outstanding") and the minimum payment due computed at a rate detailed in Our Personal Banking Charges ("Minimum Amount Due") and the date by which the payment must be made to us ("Payment Due Date"). The Minimum Amount Due also includes any unpaid Minimum Amount Due from the previous Billing Period(s).
 - 10.2.2 All payments to be made by you shall be in the billing currency of the Card Account. If the payment is made in any other currency, you shall pay us all exchange, commission and other charges or losses charged or incurred by us in converting such payment into the billing currency. Such conversion shall be effected at our standard exchange rate as at the date of entry into the Card Account. Any payment made to us by you in the billing currency of the Card Account will be credited to the Card Account only on the date of us posting cleared funds to the Card Account in Dubai. Where payment is made in any currency other than the billing currency, such payment shall be credited after the date when such payment is converted into the billing currency or when the relevant funds have been received for value by us in Dubai and posted to the Card Account.
 - 10.2.3 All cheques received by us shall be subject to clearing and funds will be credited to your Card Account only after clearance.
 - 10.2.4 Any payments made by you will be applied by us in or towards payment of your liabilities to us under the terms and conditions set out in this agreement, in accordance with condition 10.3.3.
 - 10.2.5 You may issue a standing instruction on the Card Account to settle the Amount Outstanding on the Payment Due Date. For standing instructions the following additional terms and conditions shall apply:
 - 10.2.5.1 We reserve the right to determine the priority of any such standing instruction against cheques presented or any other arrangements made with us; and
 - 10.2.5.2 You should ensure that any amendments and cancellation to the standing instruction should reach us at least one week before the next Payment Due Date.
 - 10.2.6 If any cheque, standing instruction or any other of your instruments is not honoured, we may at our sole discretion charge you finance charges thereon calculated in accordance with condition 11.
- ### 10.3 General Payment Provisions Apply to All Cards
- 10.3.1 If you dispute or disagree with any charge or Card Transaction indicated in the monthly statement, you must tell us within forty five (45) days of the relevant transaction date, failing which you shall not later be entitled to query the charge or Card Transaction.
 - 10.3.2 If a transaction disputed by you is subsequently proven to have been originated by you, we retain the right to charge back the principal amount with interest from the date the transaction took place.
 - 10.3.3 Payments received from you shall be appropriated firstly, in payment of any fees and other charges arising under this agreement and secondly, towards payment of any interest you owe and then towards payment of any other sums due under this agreement.
 - 10.3.4 You agree that our records of any transaction effected by the use of the card shall be conclusive and binding on you for all purposes.
 - 10.3.5 All payments made by you to us must be received by us on the due date in full without any deductions for costs, taxes, fees or expenses unless it is required by law. If you are required to deduct any such amount by law, the amount paid to us must be increased so that the amount of the payment received by us after the deduction is equal to the amount otherwise payable.

11. COSTS

- 11.1 Although finance charges will not be levied if the payment of the whole of Amount Outstanding is received and cleared by us on or before the Payment Due Date, in addition to a cash

advance handling charge, a cash advance interest charge will also be levied on cash advances on your credit card at a rate to be determined by us and notified to you from time to time in accordance with condition 11.4 of this agreement, from the date the cash advance is posted to the Card Account and until it is fully paid.

- 11.2 If you fail to pay to the Bank in cleared funds the whole of the Amount Outstanding by the Payment Due Date, the outstanding balance will attract a finance charge calculated on the average daily balance from the date of each Card Transaction, at a rate to be determined by us and notified to you from time to time in accordance with condition 11.4 of this agreement. The finance charge is debited on the last day of the billing period.
- 11.3 Without prejudice to the payment of the finance charge referred to in condition 11.2, if you fail to pay the minimum amount due in cleared funds by the Payment Due Date a late payment fee will be charged at a rate to be determined by us and notified to you from time to time in accordance with condition 11.4 of this agreement.
- 11.4 Current interest rates, including unauthorised borrowing rates are specified on the Rates Board in branch and available on our website; www.lloydstsb.ae under Our Personal Banking Rates and Our Personal Banking Charges. Late repayment will also incur additional fees and charges as set out in Our Personal Banking Charges.

12. TERMINATION OF THIS AGREEMENT

- 12.1 The provisions of this condition 12 are in addition to the provisions set out in the general conditions relating to termination of banking services.
- 12.2 You may terminate this agreement at any time by written notice to us and returning to us all cards cut into half. The Settlement Account shall be closed only after the receipt by us of all cards cut in half and full payment of charges and liabilities under the Settlement Account and otherwise under this agreement.
- 12.3 We may terminate this agreement with you at any time by cancelling the card(s) with or without prior notice or by refusing to renew the card.
- 12.4 The whole of the Amount Outstanding on your Settlement Account together with any outstanding amount incurred by the use of the card and/or any additional card(s) but not already paid or charged to your Settlement Account shall become due and payable to us on termination of this agreement.
- 12.5 You and any additional cardholder(s) expressly agrees that we shall have the right to retain any funds placed in your and any additional cardholder(s) Current/Savings/Time Deposit or any other account with us or deposits held as a security for the issuance of the card and/or additional card(s) for a period of up to 45 days after the card and any additional card(s) have been physically returned to us, and to set off against any such funds without notice to you and/or any additional cardholder(s) all amounts due from you to us. In case of a deceased cardholder or additional cardholder, their estate will be responsible for settling any outstanding balance and other amounts due in respect of Card Transactions and shall keep us indemnified from all costs (including legal fees) and expenses incurred in recovery of such outstanding balance.
- 12.6 In the event of your bankruptcy insolvency or death, all outstanding amounts are immediately due and payable and, the holder(s) of any additional card(s) will immediately cease the use of such card(s) and return it or them to us and pay any amount that may be outstanding under this agreement.
- 12.7 If you leave the United Arab Emirates to take up residence elsewhere, your card and any additional card(s) shall be returned to us and you shall pay any amount that may be outstanding under this agreement at least fourteen (14) days prior to your departure and the use of your card, any additional card(s) and this agreement shall be terminated.
- 12.8 Where this agreement relates to the use of an additional card, you or the additional cardholder may terminate this agreement (in so far as it relates to the use of the additional card) by written notice to us accompanied by the return of the additional card. In both circumstances this agreement will remain in force until full payment of Card Transactions and all amounts due under this agreement effected by the use of the additional card has been received by us.
- 12.9 If, for any reason, you fail to comply with the terms and conditions of this agreement, we may terminate this agreement and proceed to recover all amounts outstanding. You shall be responsible for all costs, charges and expenses incurred by us on a full indemnity basis. These include but are not limited to the costs of tracing you, notifying you of the breach, corresponding and communicating with you about the breach and enforcing payment of any amount due to us including legal fees. Our entitlement to claim such losses is in addition to our entitlement to recover any monies that you already owe us (such as the Amount Outstanding, any finance charges levied or any fees for our services that you have not yet paid.)
- 12.10 Missing repayments could have severe consequences including making credit more difficult to obtain. If you miss a number of repayments we may terminate this agreement and you may also have to repay the outstanding balance early. We may take legal action against you if repayments are not made. If that action is successful, we may apply to enforce any judgment in a number of ways.

13. NOTICES AND AUTHORISATION

- 13.1 You must notify us promptly in writing of any changes in your employment or business or address (office or residential) or if you intend to be absent from the United Arab Emirates for a substantial period of time. You will be responsible for ensuring the safety of your card and for all transactions incurred on your card and for clearance of all dues on the card during your absence from the United Arab Emirates.
- 13.2 You authorise us to rely upon and act in accordance with any instruction, notice, demand or other communication which may at time to time be, or purport to be, given by telephone, secure email or internet banking transactions by you or on your behalf without any enquiry on our part including, without prejudice to the generality of the foregoing, as to the authority or identity of the person giving or purporting to give the instructions and regardless of the circumstances prevailing at the time of receipt of instructions.
- 13.3 In consideration of us acting in accordance with the terms of any instruction or authorisation you indemnify us and keep us indemnified against all losses, claims, actions, proceedings, demands, damages, costs and expenses incurred or sustained by us of whatever nature and howsoever arising out of or in

connection with the instructions or authorisation.

- 13.4 The terms of any authorisation and indemnity under this condition 13 shall remain in full force and effect unless and until we receive, and have reasonable time to act upon the notice of termination from you in accordance with terms of the mandate, save that such termination will not release you from any liability under this authorisation and indemnity in respect of any act performed in accordance with the terms of this authorisation and indemnity prior to the expiry of such time.

14. GENERAL

- 14.1 Whenever requested by us, you shall provide us with data and information concerning your financial position. You further authorise us to verify the information provided. If the information is not provided when called for, we at our discretion, may refuse renewal of the card or cancel the card forthwith.
- 14.2 We shall have the right at our absolute discretion to transfer, assign and sell in any manner in whole or in part any Amount Outstanding on any of your cards at any time. We may also arrange for any other person to carry out our rights or duties under this agreement.
- 14.3 You may not transfer or assign all or part of this agreement or any rights or obligations under it without our consent.
- 14.4 We shall be entitled to appoint an agent (referred to as "the Agent") to collect all sums due from you to us under this agreement. You shall pay all the costs of collection of dues, legal expenses and outstanding amounts with interest, should it become necessary to refer the matter to an Agent or to legal recourse to enforce payment.
- 14.5 You and any additional cardholder(s) hereby authorise us, without notice, to combine or consolidate the Amount Outstanding on your Settlement Account with any other account which you and/or any additional cardholder(s) maintain with us and set-off or transfer any monies standing to the credit of your and/or any additional cardholder's other accounts in or towards satisfaction of your liability to us under this agreement.
- 14.6 Other than the general conditions that remain in effect, this agreement supersedes any similar agreement with us in connection with the issue or use of card(s).
- 14.7 We shall not be liable for any loss suffered by you if we are prevented from or delayed in providing you with any card, banking or other services due to strikes, industrial action, failure of power, supplies or equipment or other causes beyond our control.
- 14.8 You will continue to be liable for finance charges and other charges, if for any reasons set out in condition 14.7, we are unable to produce or send you a statement of account.
- 14.9 We reserve the right to claim any amounts for any interest, fees, tax, costs and charges incurred relating to the enforcement or recovery or any security or otherwise incurred or suffered by us in exercising our rights under this Agreement.
- 14.10 You shall provide an undated cheque for the available facility under the card in favour of us as security for all amounts outstanding on termination of this agreement. You authorise us to cash such security cheque on termination of this agreement in the event that you fail to pay to us any amounts outstanding under this agreement within 10 days of demand. In the event of failure to honour that cheque, you understand that failure to pay becomes a criminal offence under UAE law. You authorise us to destroy any cheques held by us at the termination of this agreement, subject to repayment of the outstanding amounts due under this agreement at that time.
- 14.11 You undertake to maintain the mandate of your monthly salary to a Lloyds TSB Bank plc Dubai nominated account at all times during the continuation of this agreement.
- 14.12 Each of the terms and conditions set out in this agreement shall be (severally) distinct from one another and if at any time any one or more of the terms and conditions set out in this agreement is or becomes invalid, illegal or unenforceable, the validity or enforceability of the remaining provisions shall not in any way be affected or impaired.
- 14.13 This agreement shall be governed by, construed and have effect in all respects in accordance with the laws of the of the United Arab Emirate of Dubai, and you irrevocably submit to the non-exclusive jurisdiction of the Dubai courts, but such submission shall not be construed as so as to limit our right to commence proceedings in the courts of any other jurisdiction.

All information contained herein is correct at time of going to press.

CONTACT DETAILS

Lloyds TSB Bank plc, Al Wasl Rd, Jumeirah, P O Box 3766, Dubai, UAE. Telephone: + 971 (0) 4342 2000

We will keep a copy of this agreement, which will be available from our website or on request.

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