

# **PAYMENT BY CARD**

**TERMS & CONDITIONS** 

Version 3.0 - July 2023 Effective from 31<sup>st</sup> July 2023

# Terms & Conditions for use of Debit card for Payments (POS- Point of Sale)

#### Introduction

This Service is offered by Punjab National Bank (International) Limited (Bank) having its registered offices at 1 Moorgate, London EC2R 6JH Great Britain. Existing customers of the Bank can now deposit funds in to their PNBIL account from their other UK based Bank accounts through their debit cards at POS machines which are available in all our 7 branches. This service is available to individual customers only.

#### Service

In order to use this service, customer is required to submit duly filled in Pay-In-Slip, which is available at all our branches.

- The Bank will take reasonable care to provide this Service to its eligible customers.
- To avail this service, a customer must hold an account with the Bank in his/her name and must have a debit card issued in his/her own name linked to another UK based account. This service is not permitted with Credit Cards.
- Use of third party debit cards is not permitted.
- This service is subject to a daily limit of £5000 applicable to per account.
- The funds will reflect in customers' account the same day, once a successful payment is made at the POS machine at the branch.
- In the event a customer transfers funds using this service at the time of account opening, the funds will only be transferred once the onboarding and necessary KYC checks of such a customer is completed satisfactorily. In case the account is not opened due to any reasons, the funds will be returned to the same UK Bank debit Card through which the payment was made.
- Bank is required to screen all transactions against lists of names provided by the governments of the countries and territories in which we do business, including the US Treasury Department's Office of Foreign Assets Control (OFAC) and the H M Treasury, UK. If a potential match is identified, Bank investigates the transaction and requests customer to provide additional identification and other information, delaying transactions. This is a legal requirement for all transactions processed by Bank.
- Bank may report suspicious activity to appropriate law enforcement organizations or other government agencies.
- Customer acknowledges and agrees that information about him and the services Bank provides to him, may be provided by Bank from time to time to regulatory or governmental authorities, bodies or agencies where Bank is required by law to do so or Bank feels that such disclosure may help to combat fraud, money laundering offences or other criminal activity.

#### These Terms & Conditions

It is important that customer reads and understands these Terms and Conditions before he accept them. Bank may change these Terms and Conditions from time to time.

#### Agreement

This agreement is between Punjab National Bank (International) Limited and customer. Customer is only authorised to use Debit card payment service only if customer agrees to be and every transfer using such service is bound by these Terms & Conditions. Customer will not use this service for any purpose that is unlawful or for any use that is in breach of these Terms & Conditions. Customer agrees that he has the legal capacity to use this service under these Terms & Conditions. Customer agrees to be fully responsible for his use of this service.

# Charges

- $\circ$   $\;$  The Bank does not levy any charge for this service.
- After executing a transaction, if Bank is unable to collect payment from customer's debit card or that payment is later reversed by the card issuer, customer will be responsible for payment of Bank's cost and losses.

#### Refusal, Termination and Suspension

Bank may refuse to provide this Service (in whole or in part) with immediate effect and without prior notice to customer if Bank reasonably believes that:

- o any event affecting customer's insufficiency of funds;
- Any attempt to transfer or charge funds from a card that does not belong to customer;
- Any attempt to transfer or charge funds from a card which has expired;
- o Card issuer attempts to charge back a transaction on the basis of a dispute related to a transaction;

- Incorrect or false information about customer, about debit card details or about a recipient/beneficiary;
- o customer is in breach of any provision of these Terms and Conditions;
- o Customer's debit card payment is blocked or reversed.
- It may breach any applicable law, order of a court or requirement of any regulatory or governmental authority, body or agency having jurisdiction over Bank, or if Bank otherwise considers such action necessary to protect its interests.

If Bank refuses to provide this service for any of these reasons, wherever practicable, it will inform customer that it has done and why, unless Bank is prevented from doing so for some legal reason.

Bank may refuse to provide this Service to any person without giving a reason, in particular to prevent fraud, money laundering or terrorist financing or to comply with any applicable law, order of a court or requirement of any regulatory or governmental authority.

Customer agrees that Bank will not be held responsible or liable to him or any other person for such action except as required by law or regulatory requirements.

#### Charge Back

As we are providing the service not dealing with goods, customer will normally not be able to request for Charge Back. If at all there is a charge back then the card processing company will seek authorization from bank.

#### **Data Protection**

- Customer's personal information is processed in accordance with the Data Protection Act 2018 and UK GDPR and is controlled by the Bank. Bank uses personal Information provided in the money transfer instruction, together with other information which is collected or generated during the course of your relationship with Bank. Bank may also use Information in connection with other services, products for which customer has signed up for. Bank will hold and retain information that the customer gives about another person such as the details of the receiver/beneficiary of the money transfer service. Bank will use the name and address provided for commercial communications with customer. Bank may send commercial communications regarding its products and services by phone/email/SMS/MMS to the customer as per the marketing preferences opted by the customer.
- o If customer does not wish to receive such communications then he should contact the Bank.
- By accepting these terms customer expressly authorises the Bank to disclose his personal information to credit Agency to conduct such checks in order to examine the truthfulness and accuracy of the information and/or documentation supplied.
- Customer agrees freely, unequivocally and specifically that he gives his informed consent to the Bank to communicate his personal information for the purposes of including them in the a file to be shared with similar credit reference agencies if it transpires that the information and/or documentation supplied is lacking in truthfulness and accuracy.
- Bank will disclose Information to third parties located outside the EEA, with whom it has a contractual relationship to protect Information such as to carry out customer's transactions or to verify information from publicly available sources.
- Bank may disclose Information to third parties, where reasonably necessary, for the purposes of the prevention and detection of crime, prosecution of offenders, for purposes of national security or when required by law.
- Bank retains Information, the marketing preferences and transaction history of the customer according to the bank's record retention policy for no longer than is necessary for the purposes for which the data were collected and in compliance with applicable laws.
- Customer consents to the Information being transferred to India which is outside the EEA. The Information will be transferred for the purposes indicated in these Terms and Conditions and to enable Bank to provide services, products and also for maintaining the customer relationship, marketing purposes, compliance with legal requirements.
- Bank does not accept any responsibility to customer for any unauthorised use of or access to data relating to him or his transactions which is held by Bank (unless such use or access is caused by Bank's negligence, fraud or failure to comply with laws relating to the protection of customer's data).
- Customer has a right to access and to ask for a copy of his/her Information for which Bank may charge a small sum to the extent permitted by applicable law.
- In accordance with Data Protection Regulation customer may exercise his right to access, rectify, cancel or refuse his personal information, by contacting us.

# **Contact Us**

You can contact us by:

- visiting one of our branches (refer to our website contact us page for branch details www.pnbint.com/Home/Contact-Us)
- telephone @ 0800 849 9229,
- post (refer to our website contact us page for branch details),
- email (customersupport@pnbint.com)

# Complaints

If we do not deliver the standard of service you expect or you are unhappy with any of our products please let us know. We will investigate the matter and, take the necessary steps to address the issue.

The Bank has an internal complaints procedure to ensure that your complaints are dealt with in a timely manner. For further information about our complaints procedure you can:

- visit us at one of our branches ;
- call us on 08008499229
- send an email to us on customersupport@pnbint.com / complaints@pnbint.com
- · send through post at one of our branches or corporate office

If you feel that your concerns have not been satisfactorily addressed by us, you may refer the matter to the Financial Ombudsman Service. Complaining to Ombudsman does not affect your legal rights. The contact details are as follows:

Address: Financial Ombudsman Service, Exchange Tower, London E14 9SR

Telephone number: 0800 023 4567 or 0300 123 9123

Website address: www.financial-ombudsman.org.uk. You can also fill an online complaint form on this Website.

You may contact the Financial Ombudsman Service within 6 months from the date of any final response or decision issued by us.

# Acronyms

- <u>Bank card:</u> a Visa<sup>®</sup>, MasterCard<sup>®</sup> or any other credit/debit card issued by or through a UK bank or building society;
- <u>Card issuer:</u> the issuer and owner of a card;
- Prohibited purpose: any unlawful, illegal or prohibited purpose;
- <u>Receiver:</u> the person identified as the beneficiary of a money transfer which is initiated by a Sender using the PNBIL service;
- Sender: the person who initiates the money transfer by using the Bank's service;
- <u>Transaction</u>: money transfer that you initiate under the bank's service;
- o <u>PNBIL, We, Our or Us:</u> refers to Punjab National Bank (International) Limited
- Service: the various services offered by the Bank;
- You or Your: refers to any person who uses services of the Punjab National Bank (International) Limited.
- <u>His:</u> refers to her, their or customer's
- o <u>EEA:</u> European Economic Area

# Legal Jurisdiction

These Terms & Conditions are governed by the English laws and customer agrees that all disputes arising out of or relating to this service will be dealt by the English courts only. Bank will communicate in English language with its customers.

### **Regulating Information**

We are authorised to accept deposits by the Prudential Regulation Authority (PRA) and we are regulated by the Financial Conduct Authority (FCA) and the PRA. Our Financial Services Register number is 459701. You can check this on the Financial Services Register by visiting the FCA's website at: http://www.fca.org.uk/register or by contacting the FCA on 0800 111 6768.

We are a member of the Financial Services Compensation Scheme (FSCS) established under the Financial Services and Markets Act 2000. If we are unable to meet our financial obligations, you may be eligible to claim compensation under the FSCS. Most depositors, including individuals and most businesses, are covered by the FSCS up to the current compensation limit. For further information about the compensation provided by the FSCS (including the amounts covered and eligibility to claim) please call us on 08008499229 or refer to the FSCS website: www.FSCS.org.uk or call the FSCS on 0800 678 1100 or +44 20 7741 4100. Please note only compensation related queries should be directed to the FSCS.