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Debit Cards Act, 5768- 1986

Chapter One:

Article A Debit Cards

Definitions :

"Credit Card "- Plaque or other reusable item intended for purchase from a vendor's consideration; payment of the property, without immediate

"Bank Card "- a plaque or other reusable item intended for withdrawing money through mechanized bank instruments or to purchase assets by debiting a customer's account in a banking corporation, and crediting another person by using a card on a designated device in place of the vendor's business;

"Debit Card "- a credit card, bank card or plaque or other items intended for the purchase of assets, as determined by the Minister of Justice in consultation with the Governor of the Bank of Israel and with the approval of the Knesset Constitution, Law and Justice Committee;

"Property "- real estate, movable, money, services or rights;

"Customer "- a debit card issued for use;

"Banking corporation "- within the meaning of the Banking Law
- 1981 1).5746 ,(Licensing)

Article B: General Instructions

2. Debit card contract and renewal

(A) A debit card use contract (hereinafter - a debit card contract) between a customer and an issuer will not be valid unless it is also written and signed by the customer.

(B) A debit card contract stipulates that at the end of its term, it will be renewable without signing a new contract, and at the end of its term, the issuer will give the customer a new debit card without such signature, as if the previous contract month under the same conditions.

3.

Validity of Charges

(a) A customer's charges under a debit card contract will take effect upon receipt of

the debit card.

(B) If the use of a debit card involves the use of a code, the customer's charges will ..take effect after he has also received the code

(C) The burden of proof that the customer received the debit card and the code is on the issuer. 4.

Termination of a Debit Card Contract

(a) The Customer and the Issuer may terminate a Debit Card Contract at any time by notice from one party to another.

(B) if the Customer announces the termination of the contract, the closing date will be If the debit card is lost or ;the date on which the card was delivered to the issuer stolen and the customer announces the termination of the contract, the end date will ..be the date on which the notice was issued to the issuer

(C) If the issuer announces the termination of the contract, the closing date shall be the date on which the notice was given to the customer.

(D) The provision in subsection (c) does not affect the issuer's right to suspend the right to use a debit card if the issuer had a reasonable concern that the customer would A parent who issues ;not be able to pay at the agreed date for the assets he purchased such a suspension will notify the customer at the same time. 5.

Liability for misuse

(a) of this section-

"Abuse "- Use of a debit card by someone who is not entitled to it under a debit card contract;

"Notification "- Customer's Notice to Issuer after learning of debit card loss, loss, or abuse.

(B) Customer shall in no event be held liable for any misuse made after a notice has been given.

(C) The Customer shall be liable for misuse made prior to the issuer being notified of the lesser of the two:

(1)A fixed amount of 75New shekels plus 30New shekels per day from the date he was informed of the charge card theft, loss or misuse thereof until the date of delivery Notwithstanding the foregoing, if the Customer gave the notice ;of the message within thirty days of the first misuse, it will not be liable for the amount in excess of 450New shekels;

(2)The amount of transactions or transactions actually performed.

(D) The limitation of liability referred to in subsections (b) and (c) shall not apply if any of the following:

(1)The customer has handed the debit card to another person, except for delivery For this purpose, ;under reasonable circumstances for the purpose of retention only the delivery of the debit card together with the code will not be considered for delivery under reasonable circumstances;

(2)The charge card is used at the customer's knowledge;

(3)The customer acted intentionally.

(E) Customer shall in no event be held liable for misuse made after the debit card has reached the issuer's possession.

(F) The Customer shall not be liable for any misuse of a debit card, except as provided by this law.

(G) The Minister of Justice may, in consultation with the Governor of the Bank of Israel, change the amounts specified in subsection (c)(1)Or determine a method for updating them. 6.

Repayment of Debit Amounts

(a) If a customer is charged for transactions or actions made while using a debit card, the issuer shall, as soon as possible, but no later than thirty days from the date of the customer's notice, the amount of the charge, except the amount owed by the customer .(2)under clause 5

(B) Subsection (a) does not derogate from the issuer's right to re-charge the customer for the balance of the debit amount, if the issuer is present in the circumstances set out in clause

5(D) and he gave the customer a statement detailing the reasons for the charge.

Sign C: Credit Card

7.Credit Card

Contract A credit card contract is a contract between a customer and an issuer, whereby the customer undertakes to pay the issuer for the assets purchased from the supplier through the credit card, and the issuer undertakes towards the customer to pay the proceeds according to the agreement between the issuer and the Customer's payment to the issuer may be by way of debiting the customer's ;supplier account in a banking corporation or otherwise. 8.

The document in the transaction

A customer's signature on a document indicating the transaction between him and the supplier, in which the personal details of the customer and other details, as stipulated in the regulations, are alleged to constitute evidence of the transaction by the

customer. 9.

Transaction in Missing Document

(a) In this section, "Transaction in Missing Document" - a transaction between a customer and a vendor where no credit card was presented, or in the document indicating it did not specify details as mentioned in 8 Or not signed by the customer.

(B) If a customer is obliged to pay the consideration for a transaction in a missing document and informs the issuer in writing, within thirty days of the issuer's statement of the debit, that he did not make the transaction, the issuer shall refund the customer the amount of the value on the day of the debit, within fifteen days from the date of delivery. Customer message.

(C) Nothing in subsection (b) shall derogate from the issuer's right to re-charge the customer for the amount of the charge, at the value on the day of the charge, if the transaction was made by the customer and he gave a notice specifying the reasons for The issuer shall deliver to the client, on demand, within a reasonable ;charge the time, copies of documents in his possession regarding this matter. 10.

A deferred payment is agreed

between a customer and a supplier, in a credit card transaction, that for the transaction or part will be paid thirty-five days or more after the transaction is made, the issuer shall, as soon as possible, terminate the customer for that transaction, if the customer has notified the issuer in writing Purchased in that deal was not provided to him and he canceled the deal with the supplier. 11.

Extension of the applicability of the

provisions of this Act, with the exception of section 10, Will also apply to a contract between a client and an issuer who is also the supplier of the assets purchased through the credit card.

Article D: Various instructions

" 12. Assistance in returning the card

(a) A customer shall provide, at the request of the issuer or his representative, details of the circumstances of the loss or theft of a debit card and take reasonable steps to assist the issuer in returning the card.

(B) the exemption from liability or limitation, under s 5, The provisions of subsection (a) shall not be conditional upon the customer providing the details set out in the regulations.

(C) If the client does not comply with the provisions of subsection (a), the court may, In ;at the issuer's request, award him compensation not exceeding 500.2 New shekels this section, "the Court"-
The magistrate's court of jurisdiction is the client's place of residence or place of

business.

(D) The Minister of Justice, with the approval of the Constitutional Law and Justice Committee of the Knesset, may, by order, change the amount referred to in subsection (c).

" 13. Delivering a Notice

(a) Where this Act is about delivering a notice, it shall be deemed to have been delivered if the message was sent by mail, and delivered on the date of its receipt or reply considered delivery, if not otherwise proven, within ten days of mailing a letter containing the message and the reply to the letter was incorrect and the shipping fee was prepaid or the letter was exempt from paying postage.

(B) Notices under this Act shall be delivered in the manner prescribed by the Regulations, and no such determination shall be made - In an acceptable way in the circumstances. 14.

Prohibition of Provision

provisions of this law which is not for the benefit of a customer - is Provision for the void.

Chapter Two: Punishment

15. Distribution of a debit card without a contract

(a) An issuer will not send and knowingly deliver a debit card to the customer if the Do so the issuer, a fine - as ;customer has not previously signed a debit card contract (4)(x) stated in section 61 - 1977 2) (Below - the Penal Code).5768 ,Of the Penal Code

(B) If an offense under this section has been committed by a member of a person, any offense shall also be charged with any person who at the time of the offense was an administrative senior active manager, a partner - other than a limited partner - or a officer responsible for the same area, if he did not prove the offense unknowable And observance of this section. that every reasonable measure be taken to ensure the

(C) The provisions of this section shall not apply if the debit card is sent or delivered . 16.(2) in the circumstances stated in section 2

Debit Card Theft

(a) Taking or Holding a Debit Card That Is Not Accepted by Customer, Intended to Use or Allow After Use, is subject to- imprisonment.

(B) the debtor or holder of a debit card not with the consent of the customer, which he intends to use or allow after using it, unless the justification proves reasonable for taking or holding such.

1)To the Penal)C) In this section, "taking" - within the meaning of this section 383 Code. 17.

Debit card fraud

using a debit card or a component of its components, with intent to defraud, is liable And if the offender is in aggravated circumstances, his .to three years' imprisonment sentence is five years. 18.

Holding a debit card counterfeit equipment

holding a material or device designed to produce an issuer's debit card or print on it, without the issuer's consent, his sentence - five years in prison. 19.

Use of a credit card without

customer coverage using a credit card or credit card morator, knowing that it may be used, and all knowing that the use will result in a breach of the credit card contract or when it is unlikely that the use will be within the scope of the agreed agreement, As stated in section 61The Penal Code, or four times the amount of the exception made, However, it would not be an offense if the customer settled ;by the greater amount the excess amount within ten days of the date required. 20.

Requirement for

Contract 1982 3)That he will apply for approval of the Approval of a Uniform Does not issue the issuer within the ;contract under Chapter C of the said law stipulated time, will not offer its clients to enter into the single contract to which requirement applies. the

(B) The Minister of Justice shall, within ninety days from the commencement of this Act, publish a notice in the "Records" of the list of issuers required to apply for the approval of a contract referred to in subsection (a) and the dates for filing such application.

Chapter Three: Various Instructions

21.Implementation and Regulations The

Minister of Justice is responsible for the implementation of this Law, and may, in consultation with the Governor of the Bank of Israel and with the approval of the Knesset Constitution, Law and Justice Committee, make regulations regarding its implementation, and in particular regarding-

(1)Issuers' obligation to provide a copy of the contract signed or disclosed to the customer, in accordance with the details and manner provided, all material details regarding the content, scope and terms of a debit card contract, including the risks a debit card; involved in using

(2)How to issue a debit card from an issuer to a customer;

- (3)Details of a document in a transaction or records by which the issuer will require the customer in a transaction made under clauses 9 and 10;
- (4)Documents to be attached to client and issuer messages;
- (5)Notification details and way of delivery;
- (6)Issuer address for message delivery and debit card delivery;
- (7)Obligation to provide details by a credit card issuer and any such information shall be provided to him;
- (8)Details that the customer must provide under section 12And through their delivery;
- (9)Reporting Obligation and Reporting Information on Customer Billing in Debit Card Transactions. 22.

The provisions of

Chapters A and C shall apply to these only:

- (1)Issuer who is a company registered in Israel or whose business is in Israel;
- (2)Anyone who issues debit cards to an Israeli customer and who responds to the delivery of the card is in Israel;
citizen or For the purposes of this paragraph, an "Israeli customer" means an Israeli permanent residence permit or temporary resident in Israel, within the meaning of a - 1952 4). 23.5721 ,the Entry into Israel Law

law begins - six months from its publication. 24

Transitional Instructions

(a) This Law shall apply to a debit card contract that was signed prior to its commencement, whether signed or unsigned.

(B) The provisions of clause 10

Transactions made prior to the commencement of the Act shall not apply

1. 572, p. 232.
2. Re of the 5768 Report, p. 226.

3 Re. of the Report, 578.

4. .Re p. 354,1990