



## 1. INTRODUCTION

By using your **UBA 'VISA PREPAID CARD'** you unconditionally agree to be bound by the laws, rules, regulations, and official issuances applicable, now existing or which may hereinafter be enacted, issued or enforced. These terms and conditions comprise the agreement between **UNITED BANK FOR AFRICA PLC (herein after referred to as "we", "us" and "our")** and the **CARDHOLDER** (herein after referred to as you and your) in connection with the cardholder's **VISA**. In this agreement, **CARDHOLDER** shall include (where appropriate) any person the customer has asked us to give a Card to.

## 1 DEFINITION

- 1.1 "Bank" means UBA PLC
- 1.2 "Card" means VISA PREPAID CARD issued by us, including any renewal or replacement Card or cards
- 1.3 "Cardholder" means the person having power alone to operate the card in accordance with the Bank's mandate in respect thereof.
- 1.4 "BOZ" means Bank of Zambia
- 1.5 "customer self service web application" means the website that customers can access to get their account balance, update their details and make card to card transfers.
- 1.6 "Load", "Reload" means to pay/ credit money to your prepaid card..
- 1.7 "PIN" means the Personal Identification Number issued to you to authorize transactions (ATM, POS or WEB).
- 1.8 "PASSCODE" means the 4 digit code used to access the customer self service web application
- 1.9 "Prepaid Card" means the Prepaid issued to you by us
- 1.10 "Transaction" means any cash withdrawal or payment made using the Card, or any refund arising in connection with the use of the Card in any authorized manner for debit or credit to the card.
- 1.11 "VISA" means Visa International and its authorized agents.
- 1.12 "Visa Card access points" means an ATM, Pos terminal or Website merchant location that the Visa Prepaid card is used on.

## 2. Applying for a Prepaid Card

- 2.1 You must be at least 18 years old to apply for a prepaid card
- 2.2 Proof of identity is required to apply for a prepaid card
- 2.3 You must provide a valid mobile number and/ or e-mail at the point of applying for a prepaid card
- 2.4 All relevant card issuance fee must be paid when opening a card

## 3. Activating your Prepaid Card

- 3.1 Your card will be activated immediately after the initial PIN change
- 3.2 If your card remains inactive after this period, kindly contact the UBA Customer Service Center

## 4. Reloading Your Card

- 4.1 Loading and reloading of cards can be done at any UBA branch.
- 4.2 The maximum load amount allowed on your card is subject to BOZ regulations on prepaid cards.

## 5. Using the Card

- 5.1 We will give you a Card for withdrawal of cash from cash machines (ATMs) or to withdraw cash and/or to make payments for goods and/or services. You must sign your Card and change your PIN to a new PIN of your choice as soon as you receive it and follow any instruction that we give about using your Card and keeping it safe.
- 5.2 The card must not be used for any unlawful transaction including the purchase of goods and/or services prohibited by the laws of the Federal Republic of Nigeria.
- 5.3 We may refuse to authorize use of the card if the transaction does not comply with applicable terms from time to time.
- 5.4 All transactions can be viewed online by accessing the customer self service web application with your Pass Code.
- 5.5 We will convert all overseas transactions into US Dollar currency using the prevailing exchange rate as determined by the bank. A percentage commission as determined by the bank from time to time shall be charged on the amount of the transaction.
- 5.6 All the Cards belong to the Bank and we may ask you to return them to us and/or ask others to hold on to them for us at anytime.
- 5.7 Any establishment may ask us for authorization before accepting payment by your card. We may decide not to give our authorization if:
  - 5.7.(A) Your card has been reported as lost or stolen, or we have reason to suspect it is lost or stolen.
  - 5.7.(B) You have defaulted on any part of this agreement.
- 5.8 You must take all reasonable precautions to prevent the card and PIN from being used fraudulently or you will be liable for any loss incurred by use. These reasonable precautions include but are not limited to:
  - 5.8.(A) signing the card as soon as it is received;
  - 5.8.(B) Not allowing anyone else to use the card;
  - 5.8.(C) Not interfering with any magnetic stripe or integrated circuit (chip) in the card;
  - 5.8.(D) Not disclosing the card number except when properly using the card;
  - 5.8.(E) Destroying any notification of your PIN;
  - 5.8.(F) Not writing down or recording in any format any PIN or disclosing it to anyone else (other than any additional cardholder) including the police and/or bank officials or using PIN that can be easily guessed;
  - 5.8.(G) Complying with any other reasonable instruction we issue regarding keeping the card, card number or any PIN safe.

## 6. Fees and Charges

- 6.1 You shall be charged fees by the Bank, in accordance with the Bank's schedule of fees and charges regarding your Visa Prepaid Card.
- 6.2 You are encouraged to call the bank on our Customer Interaction Centre numbers below if you have any queries, complaints or issues regarding your Card.

## 7. Limiting your right to use the Card

- 7.1 If we have good reason, we may:
  - 7.1(a) Refuse to approve a transaction
  - 7.1(b) Cancel or suspend your right to use the Card for any or all purposes; or refuse to replace any Card without prior notice to you. This agreement will be deemed to continue to subsist even if we do any of the above.
- 7.2 We will not be liable to you:
  - 7.2.(a) for refusal on our part to approve a transaction.
  - 7.2.(b) For any loss or damage you may suffer as a result of the said refusal.
  - 7.2.(c) If your card is used after you failed to report a lost or stolen card to us immediately.
  - 7.2.(d) If your card is misused due to negligence on your part.

## 8. Security

- 8.1 You should keep the Card safe and your PIN confidential at all times. You must also keep the Card separately from any cheques.
- 8.2 You should never write down or record your PIN.
- 8.3 You should only reveal the Card number to make a transaction or to report the loss or theft of the Card or otherwise with our permission only if we allow you to do so.

## TERMS AND CONDITIONS

## 9. What you should notify us of

- 9.1 You should notify us:
  - 9.1(a) immediately your card is lost or stolen or you think that the Card may be compromised misused or if the PIN is disclosed to any unauthorized persons or suspected to have been compromised.
  - 9.1(b) if your statement includes an item which you think is wrong.
  - 9.1(c) immediately you change your name or address.

## 10. Loss or Misuse of Your Visa Prepaid Card

### 10.1 Your Liabilities

- 10.1 (a) If your card is lost, stolen or misused by someone who obtained it due to your negligence; you will be liable for all amounts transacted on your card and losses incurred.
- 10.1 (b) If it is misused with your permission you will be liable for all losses.
- 10.1 (c) If the card has been fraudulently used before you report the loss, or in a manner that suggests compromise by the cardholder,
- 10.1 (d) The Bank shall not be liable for consequences that arise as a result of disclosure to any third party arising out of a transaction instruction.
- 10.1 (e) The Bank shall not be liable, accountable or responsible in any way whatsoever to the Cardholder for any loss, injury or damage howsoever arising out of the use of the Visa Card access points.
- 10.2 If the card is lost or stolen or is misused or someone else may have discovered the PIN, you must notify us immediately by calling or e-mailing us on our Customer Interaction Centre telephone number and email address below. On receipt of your report we will take steps to stop the use of the card and, where appropriate, any additional card(s) on your card. You must, if we ask you to, cut the card in half and return it to us together with any additional card(s).
- 10.3 You must co-operate with the police and us in our efforts to recover the card if it has been lost or stolen. If you recover it you must not use it but should cut the card in half and return the card to us. You must report any loss or theft of the card to the police, and if we request for it, obtain a crime reference number and notify us of it.

## 11. Limits of Liability

- 11.1. Until you notify us that your card is lost, stolen or at risk of being misused, you will be liable for transactions before we acknowledge the receipt of the notifications
- 11.2. If someone uses a Card issued to you, you will be liable for all the transactions which take place prior to your notifying us that there is a danger of the card being misused.
- 11.3. You will not be liable for losses from transactions that take place after you have notified us and we have acknowledged receipt of your notification that your card is lost or stolen or is in danger of being misused etc.
- 11.4. If we are unable to debit your Card because the card has been closed or for any other reason beyond our control, you will still be liable to pay us for all transactions.
- 11.5. We will not be liable to you if we cannot carry out our responsibilities under this agreement as a result of anything that we cannot reasonably control. This includes:
  - 11.5.(a) any machine failing to work; and
  - 11.5.(b) Industrial disputes, natural disasters, or acts of God
- 11.6 We will only be responsible for the loss you suffer as a direct result up to a maximum of the balance in your card and not for any other loss (for example loss of reputation)
- 11.7 If for whatever reason you do not use your card in accordance with these Terms and Conditions or the card is being used fraudulently, we reserve the right to charge you for any cost that the Bank reasonably incurs in taking action to stop the use of the card and to recover any monies owed as a result of your activities
- 11.8 We shall not be liable for the goods or services that you purchase with your card.
- 11.9 We shall not be liable for a merchant's refusal to honor a transaction on your card or failing to cancel an authorization.
- 11.10 There may be interruption in the use of your card e.g. when maintenance is being carried out of which we will not be held liable for. During this short period, you may be unable to use your card to pay for purchases or withdraw cash from the ATM, reload your card, check balance on card. Please notify us if you have any problems using your card.

## 12. Refunds and claims

We will credit your card with a refund for any transaction or incorrect debit to your Card which you have protested against; only after an independent investigation is conducted by us and we are satisfied that your claims are correct. You cannot use a claim you may have against someone else to make a claim against us, or refuse to pay us, unless you have a legal right to do so. You cannot transfer any rights against us to anyone else.

## 13. Changing the terms of this agreement

- 13.1 We may change the terms of this agreement, including our charges upon notification to you about the change. Changes will normally arise from changes in market conditions, changes in the cost of providing the service to you, changes in legal or other requirements affecting us or for any other good reason.
- 13.2 We may introduce a charge for any service provided under or in connection with this agreement.
- 13.3 Most changes will be implemented at least 14 days after we notify you about them to give you sufficient time to consider whether you wish to continue with the service.

## 14. Terminating this agreement

This agreement will come to an end if either party gives a written notice to the other to that effect and you have returned all Cards and made all payments due under this agreement.

## 15. General

- 15.(a) We do not warrant that services and benefits that we provide pursuant to the terms of this agreement will always be available. We reserve the right to withdraw or vary these services or benefits at any time without giving you notice.
- 15.(b) We will charge you for any loss or cost we incur resulting from a breach of this agreement by you.
- 15.(c) This agreement is governed by the Laws of the Federal Republic of Nigeria including laws pertaining to money laundering, BOZ regulations and guidelines and other applicable laws in Nigeria.
- 15.(d) We do not accept liability if we cannot provide any part of our service for a reason beyond our control (for example, industrial action, failure of power supplies or equipment). If we cannot produce or send statements for any reason beyond our control, or you do not receive any statement, your responsibilities under the agreement will continue.
- 15.(e) Your application will be subject to our processes and reviews, which may require you to provide further confirmation on documents. We reserve the right to accept or reject your application.
- 15.(f) We reserve the right to terminate this agreement immediately upon suspicion of false information on opening a prepaid card or a fraudulent/criminal act is ascertained against you.

All correspondence should be sent to:  
**The Head Corporate Communications**  
**United Bank for Africa, Lusaka, Zambia**  
**Tel: +260211255951, E-mail: [cservice@ubagroup.com](mailto:cservice@ubagroup.com)**

All the Terms and Conditions in the UBA PREPAID VISA CARD Agreement have been read and understood by me as evidenced by my signature below.

**Full Name** .....  
**Signature of Cardholder** ..... **Date** .....