



Terms and Conditions
MCB UPI Prepaid Cards

Introduction

This document sets out the terms and conditions that apply when an MCB Prepaid card is issued to you. The card allows you to pay for goods and services locally and abroad, at merchants' place or online and enables you to withdraw cash from any ATM locally or abroad.

MCB UPI PREPAID CARDS

Terms & Conditions

1. Preamble

- A. Whereas The Mauritius Commercial Bank Ltd (hereinafter referred to as MCB), issues MCB cards to its customers whose application to this effect shall have been received and accepted.
- B. Whereas the customer to whom the MCB cards are issued, that is, "The Cardholder", is bound formally by the present Terms and Conditions.
- C. The use of the Cards shall constitute binding and conclusive evidence that the Cardholders agree to be bound by this Agreement.
- D. Whereas the Cardholders unreservedly accept that the present terms and conditions may be amended from time to time and at any time by MCB, the Cardholders shall be notified of such amendments 30 days prior to the effective date of the amendments. Unless and until the MCB cards are returned by the Cardholders within 15 days of such notification, they shall be deemed to have accepted the said amendments and be bound thereby.
- E. Whereas MCB shall have the right to terminate this Agreement, with immediate effect upon any material breach or violation by the Cardholder of any obligation contained herein.

2. Definitions and Interpretations

- 2.1 "ATM" means Automated Teller Machine displaying the logos of the different networks including UPI.
- 2.2 "Authorisation amount" means the amount that is authorized by the Bank to the Prepaid card upon purchase. The amount is held from the card balance until posted.
- 2.3 "Bank" means The Mauritius Commercial Bank Ltd
- 2.4 "MCB Card" means the MCB UPI Prepaid Card issued to the Cardholders in different currencies (USD and CNY) and which are reloadable.
- 2.5 "Card Fee" means the fee applicable to purchase of a card
- 2.6 "Loading Fee" means the fee applicable upon loading a card
- 2.7 "Maximum amount on card" means the maximum amount that the card can hold at any one time
- 2.8 "Card Number" – the 16-digit number embossed on the Card
- 2.9 "Reloadable Card" means a Prepaid card, which can be replenished by the Cardholder.
- 2.10 "Cardholder" refers to the customer who has been issued one or more MCB card(s) and in whose name an MCB account has been opened.
- 2.11 "Card Account" means the account attached to the specific Prepaid Card/s issued to the Cardholder.
- 2.12 "Cash Advance" means any money the Cardholder may access under his/her/hers account, except a purchase. Cash advances include:
 - ATM withdrawals (including any ATM fee)
 - Money withdrawn at a branch or other financial institution (if authorised by MCB)
- 2.13 "CVV" - Card Verification Value relates to the 3 digit code at the back of the Card
- 2.14 Payment Card Network means UPI International
- 2.15 The Payment Card Network Rate is the rate applied by the Card Provider to convert transaction amounts to the settlement amount or billing amount
- 2.16 The "PIN" means the Personal Identification Number selected by the Cardholder or allotted by the MCB to the Cardholder
- 2.17 "Acquiring Bank" (also known simply as an acquirer) is a bank or financial institution that processes card payments on behalf of a merchant
- 2.18 "Merchant" - A business establishment or a retailer who has agreed to accept the Card for payment of its goods and services
- 2.19 "POS" means Point of Sales
- 2.20 "Posting Date"- the date on which the transactions are effectively debited to the cardholder's account
- 2.21 "SMS" means Short Message Service
- 2.22 "Transaction" or "Card Transaction" means any purchase or cash withdrawal made by the Cardholder using his/her Card or Card number
- 2.23 "Validity Date"- the expiry date of the Card as printed on the Card

3. Purpose of the Card

- 3.1 The Card is accepted in Mauritius and abroad and enables its holder:
 - 3.1.1 To pay for goods and services supplied by merchants displaying the logo corresponding to that appearing on his/her Card as follows:
 - 3.1.1.1 By swiping the Card into the POS device
 - 3.1.2 To withdraw banknotes, in Mauritius in local currency and abroad in the currency of the country concerned, from Automated Teller Machines (ATMs) displaying the UPI logo.
 - 3.1.3 To obtain through MCB ATMs the balance of his/her account and a statement of the latest transactions thereon.
- 3.2 The Card shall not be used for any unlawful purpose, including the purchase of goods or services prohibited by the local law applicable in the Cardholder's jurisdiction.

4. Issue of the Card

- 4.1 The MCB shall issue the Card by post to those customers whose applications have been accepted.
- 4.2 The customer's name will be printed on the Card.
- 4.3 MCB will not issue more than one Card per foreign currency to the Cardholder.
- 4.4 The Card is accepted in Mauritius and abroad.

5. Personal Identification Number

- 5.1 A PIN shall be allotted by the MCB to the Cardholder, which shall be dispatched to him/her separately by post. The Cardholder shall have the possibility to change or alter this PIN on any of the channels as made available by the MCB at that particular time.
- 5.2 The PIN is essential for performing transactions except for online and contactless transactions.
- 5.3 A PIN is strictly confidential and shall be kept secured by the Cardholder and should not be disclosed to anyone under any circumstances or for any other reasons. The Cardholder shall take all reasonable steps to keep the PIN secure at all times, including his/her place of residence. The Cardholder shall:
 - destroy any PIN notification advice/mailed of the PIN;
 - not write down the PIN on the Card, or on anything kept in close proximity with the Card;
 - not display or disclose the Card details or PIN to any other person;
 - not allow another person to see the PIN during any PIN entry;
 - not select a PIN or use the PIN negligently or recklessly which will contribute to or cause losses from any unauthorised transactions from the use of the Card by any third party;
 - not use a PIN selected from his/her date of birth, identity card, passport, driving license or contact numbers;
 - not allow any other person to use the Card and PIN;
 - notify the MCB immediately (verbally or in writing) if he/she forgets his/her PIN.
- 5.4 The Cardholder shall indemnify the MCB in case the latter were to suffer any damage, loss or prejudice caused by the Cardholder's failure to fulfill this obligation.
- 5.5 If the PIN has become known to any unauthorised person, the Cardholder shall notify the MCB Card Centre immediately. The Cardholder shall nevertheless be liable to the MCB for any transaction effected by the use of the Card by any other person who acquired possession of it with or without the Cardholder's consent before such notice is received, as if he/she had used it personally.

6. Use of the Card

- 6.1 It is the responsibility of the Cardholder to ensure that the Card is activated before use.
- 6.2 The Cardholder shall use the Card as required by the MCB. The decision as to whether the Card is being so used rests with the MCB and shall be conclusive and binding on the Cardholder.
- 6.3 Where the Cardholder holds several accounts in the books of MCB, he/she shall expressly select the account which shall be set as default account to the Card to levy the Card Fee.
- 6.4 The MCB accepts no responsibility for the refusal of any Merchant or establishment to accept the Card for any reason whatsoever.
- 6.5 The amount of cash withdrawals such as it is recorded by the ATM and the payments effected by the Cardholder through the use of his/her Card shall be debited to his/her card account.
- 6.6 Before using his/her Card, the Cardholder shall ensure that there are sufficient funds standing to the credit of his/her account to cover the payment of the Card transactions, including any transaction fees as applicable.
- 6.7 The fraudulent, incorrect or illegal use of the Card by the Cardholder shall not relieve the Cardholder of his/her liabilities to the MCB in respect thereof.

- 6.8 The MCB shall not be responsible to the Cardholder for any goods or services supplied to him/her by Merchants, or to any person to whom the said goods and services have been so supplied. Disputes arising from the supply of such goods or services shall be settled directly with the Merchants without the MCB a party thereto. The Cardholder shall consequently not be relieved of his/her obligations towards the MCB as regards the relevant Card transactions.
- 6.9 The Cardholder agrees that the MCB may debit the Card account for all transactions effected in any of the following manner:
- 6.9.1 When the Card is used with PIN in conjunction with any reader/terminal. In case of doubt, when the Card is presented to a Merchant to be swiped at a reader/terminal, if prompted for PIN entry when using the Card for a purchase, the Cardholder shall input the PIN, else the transaction will fail.
- 6.10 The Cardholder consents and agrees that the inputting of the PIN at the time of the transaction shall be used as a means of authenticating and verifying the Cardholder's identity. In this regard, the Cardholder authorises the MCB to accept, follow and act upon all instructions of the Cardholder when identified by the Cardholder's PIN and the MCB shall not be liable for acting upon such instructions in good faith.

7. (Re) Loading

- 7.1 The cardholder may (re)load funds onto a reloadable Card by debiting an account opened in his/her name with the Bank through the following modes: Internet Banking or JuiceByMCB, at the counter in any MCB branch, subject to the compliance of all applicable laws, rules and regulations in force from time to time:
- 7.1.1 Card (re)loading will not be allowed where it is a joint account requiring more than 1 signature.
- 7.2 MCB reserves itself the right to decline/reject any request for reload which is either in excess of the daily, monthly, maximum amount on Card or yearly limit. Please refer to fees and charges on mcb.mu.
- 7.3 The reloading of the Card shall take place in the same currency as the currency in which the Card was initially issued together with any charges as may be levied by MCB.
- For the reloading of Cards within MCB branches, the Cardholder shall be required to fill in the prescribed form.
- In case the source amount for reloading the Card is in another currency than the currency of the Card, the applicable conversion rate will be the Bank's Telegraphic Transfer Selling rate or appropriate cross rate and may vary from day to day or can vary multiple times within a day itself and MCB shall not be liable for any loss as a consequence of such conversion rates.
- 7.4 Reloaded funds shall be available to the Cardholder and the Card balance can be viewed at any MCB ATM or on the MCB Prepaid Card Interface
- 7.5 Upon loading and reloading the Card, the loading fee applied is deducted from the load amount. Please refer to fees and charges on mcb.mu

8. Limits on Use of the Card

- 8.1 MCB may exercise its discretion to limit the amount of funds that may be used for effecting any transaction through the use of the Card per day or over a specified period.
- 8.2 The Prepaid Card shall be subject to a daily number of withdrawals as well as to a daily withdrawal amount limit. Such limit shall be communicated to the Cardholder and MCB reserves itself the right to amend such limit from time to time.
- 8.3 The Bank hereby informs the Cardholder that ATMs may also limit or restrict the number of transactions and amount that may be effected through the use of the Card. Consequently, the Bank cannot be held responsible for such limits or restrictions through the use of the Card.

9. Special Provisions Relating to the Running of the ATMs

- 9.1 The ATMs' records or their reproduction on a computer-base shall be conclusive and irrefutable evidence of the amounts withdrawn by the Cardholder entitling the MCB to debit such amounts to the Card account.
- 9.2 The MCB and the firm responsible for the maintenance of the ATMs shall in no circumstances be liable for the malfunction, temporary breakdown or misuse of the ATM, which may result in the retention of the Card or its being torn, destroyed or rendered unusable, and shall not be held liable for any consequence resulting from same.
- 9.3 Improper use of the ATM or unsuccessful attempts to key in PINs will result in the automatic retention of the Card which the Cardholder shall then recover by calling at his/her MCB branch with a means of identification.
- 9.4 The MCB shall not be liable, in the absence of willful misconduct or gross negligence on the part of its servants or agents, for any loss or damage suffered by the Cardholder, arising out of an interruption or failure of power supply to an ATM, of any ATM breakdown or damage, or of the Cardholder's general use of ATM services.

10. Foreign Currency Transactions

- 10.1 For transaction effected in any currency other than the currency of the Prepaid Card Account, a fee shall be applied by MCB for the currency conversion.
- The transaction amount shall be converted into:

- 10.1.1 **the settlement currency of the Payment Network Card i.e. USD at the Payment Card Network Rate;**
- 10.1.2 **and then into Mauritian Rupees at MCB prevailing selling Telegraphic Transfer rate, on the processing date;**
- 10.1.3 **thereafter from Mauritian Rupees to the Card Account Currency at the MCB prevailing Buying Telegraphic Transfer rate, on the processing date.**

10.2 Overseas transactions:

- 10.2.1 The Bank reserves the right to decline any transaction effected in MUR in any other country around the world other than Mauritius.

10.3 Refund on card

- 10.3.1 Where a merchant becomes liable to make a refund to a Cardholder, the MCB shall credit the Prepaid Card Account with the amount to be refunded.
- 10.3.2 For refund effected in any currency other than the currency of the Card, the refund amount shall be converted to
 - 10.3.2.1 **the settlement currency of the Payment Network card i.e. USD at the Payment Card Network Rate;**
 - 10.3.2.2 **and then into Mauritian Rupees at MCB prevailing Buying Telegraphic Transfer rate, on the processing date;**
 - 10.3.2.3 **thereafter from Mauritian Rupees to the Card Account Currency at the MCB prevailing selling Telegraphic Transfer rate, on the processing date**

The refund also includes the conversion fee, where applicable, upon payment to the Cardholder

11. Loss or Theft of the Card

- 11.1 The Cardholder shall immediately report to the MCB either on its 24-hour telephone number (230) 202 6060, telegram or telex; any loss or theft of his/her Card, including any suspected abstraction of the Card even if it were by a member of the Cardholder family. Such report shall, be confirmed in writing as follows:
 - 11.1.1 If the loss, theft, or suspected theft occurs locally, the report shall be confirmed in writing on a form, specially provided for this purpose by the MCB, signed by the Cardholder and handed over personally. The Cardholder shall at such time, further produce his/her National Identity Card or passport.
 - 11.1.2 In case no written report has been made, the Cardholder shall report such loss, theft or suspected theft to the MCB in writing.
 - 11.1.3 In case the loss, theft, or suspected theft occurs abroad, it shall be reported immediately to the MCB either on its 24-hour telephone number +230 202 6060, telegram or telex. However, such loss, theft or suspected theft shall be confirmed in writing by means of a letter signed by the Cardholder and addressed to the MCB Card Centre.
- 11.2 In case of loss, theft or suspected theft of the Card, the MCB may further require the Cardholder to report same to the Police and to supply to the MCB proof that such report has been made.
- 11.3 In case of dispute as to the effective time and date of notification of any loss, theft or suspected theft, the time and date of receipt of the written notification at the MCB Card Centre shall be conclusive.
- 11.4 The MCB shall in no way whatsoever, be held liable for any loss, damage resulting from any notification made by phone, telegram, telex or otherwise, which might not emanate from the Cardholder and/or which is not confirmed in writing as per Section 11.1 above.
- 11.5 Subject to Clause 12 below, the Cardholder's and the account holder's shall be liable until written confirmation of the loss, theft or suspected abstraction of the Card is received by the MCB. The transactions which have been posted to the account prior to receipt by the MCB of the Cardholder's confirmation specified in Section 11.3 and shall be deemed to have been effected by the Cardholder himself/herself.
- 11.6 Report of the loss, theft, suspected theft or abstraction of the Card, shall in no way affect any transaction effected prior thereto or those already settled by the MCB or debited to the Card account.

12. Liability of the Cardholder

- 12.1 The Cardholder is responsible for the safekeeping and use of his/her card and his/her PIN. He/She shall exercise the utmost care to prevent it being lost, stolen or used by another person.
- 12.2 Subject to the provisions of Clause 12.3 below, the Cardholder's shall be liable until the written notification of the loss, theft or suspected theft referred to in Clause 11 above, is received at the MCB Card Centre.
- 12.3 In case of fault or negligence by the Cardholder in the safekeeping of his/her Card or his/her PIN, the MCB shall be entitled to report the matter to the Police and to claim damages, from the Cardholder even though the latter has notified the loss, theft or appropriation.

13. Liability of the Bank

- 13.1 The Bank is not liable to the Cardholder for the following (or any of them):
 - 13.1.1. any delay, failure or computer processing error in providing any of our equipment, facilities or services to you to the extent that it is caused or attributable to any circumstance beyond our reasonable control; and

13.1.2. any consequential or indirect loss arising from or in connection with our providing equipment, facilities or services, or our failure or delay in providing them

13.2 The Bank may restrict access to the Card, temporarily or permanently, if we notice suspicious activity in connection with the Card.

14. Fees

14.1 A Card fee shall be applied upon issuance of a Card.

14.2 Upon card loading, a Loading Fee is levied upon each load to the Card.

14.3 A Fee shall be charged for every cash withdrawal effected abroad or locally from any non-MCB ATM and at any financial (other than MCB) or merchant institution.

14.4 A Fee shall be applied by the MCB for the currency conversions.

15. Settlement of Goods and Services

15.1 Upon purchase of goods and/or services by the Cardholder, provided the Card is sufficiently funded;

15.1.1 The Bank authorises the transaction and the funds are retained on the Card during a limited time period as defined by the Bank.

15.1.2 The Merchant then settles the transaction with the Bank either on the transaction date or at any other following days.

15.1.3 If a transaction is settled beyond the period defined in clause 15.1.1, the amount of such transaction will be debited to the Card account irrespective of the available balance. The customer remains liable to the bank for the amount due.

15.1.4 For cross currency transactions, the Bank rate applicable will be on the processing date. Such rate may differ from the rate used upon transaction is authorised.

15.2 The Cardholder agrees to refund the MCB in respect of any outstanding debit balance on his/her Card Account within a maximum of 45 days. Should the Cardholder fail to settle the balance due with such period, the Bank shall take appropriate measures to recover the amount due.

15.3 In case of non- payment of the balance due by the Cardholder , the Bank shall exercise its right as provided under Article 2150-1 and following of the Civil Code as regards the “the privilège spécial au profit des banques.”

16. Receipts of Funds in Excess of the Funds That Were To Be Loaded

16.1 In all cases where the Cardholder receives excess funds, he/she agrees to repay to MCB the said excess funds as may be specified by the MCB, or agrees that the said excess funds may be deducted from the funds available on the Card upon such terms and conditions as MCB shall specify or from any account of the Cardholder.

17. Duration of Validity and Termination of the Card

17.1 The Card shall be valid as from the first day of the startup date to the last day of the expiry date borne thereon.

17.2 Any expired Card will not be renewed and a request for a new Card shall have to be initiated by the Cardholder at his/her convenience.

17.3 The Card shall remain the property of the MCB which may in its absolute discretion terminate its validity at any time without having to give any reason thereof. The Cardholder, in such case shall stop using the Card from the time such request is made to him/her and shall return the Card to the MCB at the earliest. Such request shall be addressed to the Cardholder by registered post at his/her last known address, the postal receipt being evidence of such request. The Cardholder shall be liable to prosecution in case he/she continues to make use of his/her Card after such request.

17.4 In the event of death or bankruptcy of the Cardholder or breach of any of the conditions of this Agreement by the Cardholder, the MCB shall, in addition to any other remedies available may, take such steps as are necessary to stop any operation by means of the Card/s and to withdraw the Card/s.

17.5 Upon expiry date of the card, the Bank will credit the remaining balance on Card to the customer’s account as indicated upon Card application as from 15 days after expiry date of the Card.

17.5.1 For transfer effected in any currency other than the currency of the customer’s account, the amount shall be converted to the currency of the Cardholder account at the MCB prevailing Telegraphic Transfer Buying Rate, on the processing date.

18. Keeping Of Documents and Information Relating to Card Operations: Time Limit for Claims

18.1 The relevant documents and information referred to in Clause 9.1 above shall be recorded by the MCB for a period not exceeding one year.

18.2 It is the responsibility of the Cardholder to check his/her card account/s on a regular basis and inform the MCB of any suspicious transaction as soon as reasonably practicable.

18.3 No claim or action whatsoever relating to a Transaction shall be entertained beyond 120 days from the date of transaction.

19. Disputes

19.1 The MCB shall not be liable in the following cases:

19.1.1 if any Merchant varies the price for same goods and services purchased with the Card;

19.1.2 if any financial institution or Merchant refuses to accept or honor the Card;

19.1.3 for disputes in respect of any goods and/or services purchased with the Card;

19.1.4 for the avoidance of doubt, any claims and/or disputes the Cardholder may have against any financial institutions or Merchant shall not relieve the Cardholder of his/her obligations and liabilities in respect of the transactions. The Cardholder undertakes not to involve the MCB in any such claim and/or disputes or legal proceedings against the said financial institutions or Merchants.

19.2 Any complaints about goods or services purchased with the Card shall be resolved directly by the Cardholder with the Merchant concerned.

19.3 In case of Cardholder's complaint or dispute the MCB shall follow the rules and regulations set by UPI in initiating and processing such complaint or dispute. Any resulting refund may take up to 180 days before being undertaken.

20. Modification to the Terms and Conditions of this Agreement

20.1 The MCB may at any time, subject to a 30 days written notice and publication on the MCB website, change any Terms and Conditions of this Agreement, including interest rates, fees and other charges, the statement date or introduce new Terms and Conditions. The Cardholder who uses the Card after receiving such notification or does not return the Card to the MCB within 15 days of such shall be deemed to have notification accepted the said changes or amendments and shall be bound thereby.

20.2 If there are sufficient changes on a 12-month period to warrant it, the MCB shall provide to the Cardholder a consolidation of the changes made to the Terms and Conditions over that period.

21. Disclosure of Information

21.1 The MCB shall be entitled, should it deem necessary, to pass on to any commercial bank, financial institution or merchant, any information relative to the Cardholder in case of improper or fraudulent use of the Card by him/her, or in order to facilitate the recovery of same in case of loss or theft, or suspected abstraction and the Cardholder hereby expressly and unreservedly authorises disclosure of such information

22. Sanctions

22.1 Any improper or fraudulent use of the Card shall render the Cardholder liable to prosecution.

22.2 All costs, fees and expenses that may be incurred by the MCB for the recovery of any sum due as a result of the use of the Card shall be due and payable by the Cardholder. The commission payable to the MCB's Attorneys shall not exceed 10% of the amount recovered as capital and interest.

22.3 In an action before any Court for the recovery of any sum due to the MCB in connection with the use of a Card, the documents relating to the transactions effected therewith or certified photocopies thereof shall be conclusive and irrefutable evidence of the said transactions.

22.4 The Cardholder agrees to pay an investigation fee for each transaction disputed by the Cardholder.

23. General

23.1 The MCB may refuse any request for authorisation of a transaction if it has reasonable doubt that such transaction is fraudulent.

23.2 The MCB shall have the right to terminate this Agreement, with immediate effect upon any material breach or violation by the Cardholder of any obligation contained herein

24. Governing Law, Jurisdiction and Arbitration

24.1 The present Agreement shall be governed by the Laws of the Republic of Mauritius

24.2 Should any dispute arise in respect of the construction, validity or performance of the present Agreement the parties hereto undertake to resolve same amicably. Should the said dispute not be resolved, same may then be referred to the Courts of the Republic of Mauritius.