



Rules and Regulations
Maestro Card

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I. DEFINITION

In this agreement:

Account or **Bank Account** means the bank account to which the card relates and which is designated by the applicant for the posting of his Card transactions.

Account holder means the person whose account (joint or single) is to be debited in respect of the Card transactions.

Applicant means the person making an application for the issue, by the MCB, of a Card.

ATM means an automated teller machine, located in Mauritius or abroad, displaying the CIRRUS logo, and including the Mr. Best ATM.

Card means a Mr Best-Maestro Payment Card issued by the MCB.

Card transaction means the value of goods and services purchased by means of the card, and evidenced by sales receipts, or of cash withdrawals effected with the card.

Mr. Best ATM means the MCB Mr. Best Automated Teller Machine.

Principal Cardholder means the person to whom a card has been issued and **Secondary Cardholder** means a person in whose name an additional Card has been issued. The term **cardholder** used on its own includes both the principal and secondary cardholder.

PIN means the Personal Identification Number issued by the MCB to a cardholder for the use with his card.

POS means the point of sale of any authorised merchant or establishment displaying the 'Maestro' logo and equipped with a terminal to accept Cards and Card transactions.

The MCB means The Mauritius Commercial Bank Ltd.

In this agreement, clause heading are inserted for convenience only and shall not affect the interpretation of the agreement and the singular includes the plural.

2. PURPOSE OF THE CARD

The Card enables its holder:

- (i) to withdraw cash from any ATM in the currency of the country where the ATM is located.
- (ii) to pay electronically for goods and services both locally and abroad, at the POS of any authorised merchant or establishment, enabling the automatic debit of a bank account.
- (iii) to deposit through a Mr. Best ATMs cheques and cash in special envelopes for payment into any of his current, savings, MCB MasterCard, Visa or American Express Card Account.
- (iv) to obtain through a Mr. Best ATM the balance of his account and a statement of the latest transactions thereon.
- (v) to effect, on any Mr. Best ATM, and within limits authorised by the bank, transfers between any of his MCB accounts designated by him and agreed by the MCB.
- (iv) to order cheque books and to request statements of accounts through a Mr. Best ATM.
- (vii) to change his PIN on any Mr. Best ATM.

3. ISSUE OF PRIMARY AND SECONDARY CARDS

3.1 The MCB shall issue the card to those Customers whose applications therefore have been accepted.

3.2 At the written request of the principal cardholder, the MCB may in its discretion issue an additional Card to a secondary cardholder, nominated in such request and whose Card transactions will be chargeable to the account of the principal cardholder.

3.3 In case the account earmarked for Card transaction is held and operated on a joint basis, all joint account holders concerned shall intervene in, and sign, the present Agreement. Thereby signifying their consent to the use of the card by the designated Cardholder and the eventual debits to their account resulting from such use.

4. PERSONAL IDENTIFICATION NUMBER

4.1 A PIN, essential for acceding to ATMs and POS, shall be allotted by the MCB to the cardholder and notified to him confidentially in writing.

4.2 The cardholder is responsible for the safekeeping and proper use of his Card and PIN. He shall exercise the utmost care to prevent their

loss or their use by unauthorised persons. The cardholder and the account holder shall jointly and severally 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. In his own interest, therefore, the cardholder shall keep his PIN secret and destroy the PIN notification.

- 4.3 If the PIN has become known to any unauthorised person, the cardholder shall notify the MCB Card Center 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 had used it personally.

5. USE OF THE CARD

- 5.1 The cardholder and the account holder shall use the card and operate the account in a satisfactory manner, as required from time to time by the MCB. The decision as to whether the Card is being so used or the account is being so operated rests with the MCB and shall be conclusive and binding on the account holder and on the cardholder.
- 5.2 The MCB accepts no responsibility for the refusal of any merchant or establishment to accept the card for any reason whatsoever.
- 5.3 The amount of cash withdrawals such as it is recorded by the ATM, and of payments effected by the cardholder through the use of his Card, shall be debited from the bank account.
- 5.4 Before using his card, the cardholder shall ensure that there are sufficient funds standing to the credit of the account to cover the payment of the Card transaction, or that prior arrangements have been made with the MCB for such payment.
- 5.5 The fraudulent, incorrect or illegal use of the card by either the cardholder, the account holder or any other party, shall not relieve the account holder of his liabilities to the MCB in respect thereof.
- 5.6 The MCB shall not be responsible to the cardholder or to the account holder for any goods or services supplied to the cardholder by merchants, or to any other 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 being constituted party thereto. The account holder shall consequently not be relieved of his obligation to the MCB under the relative Card transactions.
- 5.7 The cardholder shall ensure the correctness of the amount borne on, and contained in, the envelopes referred to in Clause 2(iii) above. The contents of the envelopes shall be checked and certified by two officers of the MCB. The amounts so certified shall be credited to the account whose number is borne on the envelope and shall be final and conclusive and not liable to be called in question by the cardholder or the account holder.

6. SPECIAL PROVISIONS RELATING TO THE RUNNING OF THE ATMS

- 6.1 The ATMs' records or their reproduction on a computer base shall be conclusive and irrefutable evidence of the amounts withdrawn or paid to merchants through the use of his Card by the cardholder, entitling the MCB to debit same to the account.
- 6.2 The MCB and the firm responsible for the maintenance of the ATMs shall in no circumstance be liable for the malfunction, temporary breakdown or misuse of the ATM or for any cause whatsoever which may result in the retention of the card or it being defaced, torn, destroyed or rendered unusable, and shall not be held liable for any consequence resulting from same.
- 6.3 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 MCB branch with a means of identification.
- 6.4 The MCB shall not be liable, in the absence of wilful 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.

7. LOSS OR THEFT OF THE CARD

- 7.1 The cardholder shall during the opening hours of the MCB Card Center report any loss, theft or suspected abstraction of his Card, even by a member of the cardholder's family, by calling personally at the MCB with his identity card. Alternatively, such report may be made by any means of communication such as telephone, telefax, or telex, but shall, on pain of nullity, be confirmed in writing on a special MCB form signed by him and handed over personally on production of his identity card.
- 7.2 In case the loss, theft, or suspected theft occurs abroad, it shall be reported immediately to the M.C. B. Card Center via telephone, telefax 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 Center by registered post.
- 7.3 In case of dispute as to the effective date and time of such report to the MCB, the time and date of receipt of the written confirmation at the MCB Card Center shall be conclusive.
- 7.4 The MCB may in its discretion further require the cardholder to report to the Police the loss, theft or suspected abstraction of his Card and may require proof that such report has been made.

7.5 Subject to Clause 9 below, the cardholder's and the account holder's liability to the MCB shall, in all cases, last until written confirmation of the loss, theft or suspected abstraction of the Card is received by the MCB. The cardholder and the account holder shall therefore be liable jointly and severally to the MCB for any Card transactions which have been posted to the account prior to receipt by the MCB of the cardholder's confirmation specified in paragraph 7.3 and shall be deemed to have been effected by the cardholder himself.

7.6 If the report of the loss, theft or suspected abstraction of the card is telecommunicated by some person, authorised or not, other than the cardholder, the MCB shall not be held liable for any resulting damage suffered by the cardholder.

8. ADDITIONAL CARD

8.1 The principal cardholder shall be bound by, and liable for, the secondary cardholder's use of the Card and for all the secondary cardholder's acts and omissions during such as if he, the principal cardholder, has used the card personally. The MCB shall, at the written request of the principal cardholder, cancel the additional Card provided same is returned to the MCB.

9. LIABILITY OF THE PRINCIPAL CARDHOLDER

In case of fault or negligence of a cardholder in the safekeeping of his card or PIN, the MCB shall be entitled to report the matter to the Police and to claim damages from the cardholder jointly and severally with the account holder even though either of them has reported the loss, theft or suspected abstraction of the Card.

10. LIABILITY OF JOINT ACCOUNT HOLDERS

Holders of joint account to which Card transaction are posted shall be jointly and severally liable for damages resulting from the responsibility of the cardholder as regard the use and safekeeping of the card, until such time as:

- (i) the card is returned to the MCB or
- (ii) the card expires or
- (iii) the account is closed or
- (iv) it has been proved to the MCB's satisfaction that the following parties, in addition to the MCB itself, have received notification that the joint account covenant is being terminated:
 - (a) the cardholder or cardholders or
 - (b) all other joint account holders

11. FOREIGN CURRENCY TRANSACTIONS

Any payment or withdrawal effected in foreign currency by means of the card will be debited to the account at the appropriate rate of exchange prevailing on the date the transaction was initiated, irrespective of the rate prevailing in Mauritius on the date the account is debited.

12. FEES

12.1 A yearly Card fee shall be charged to cardholders, and the replacement of a lost or stolen Card shall entail the payment of an additional fee. Such fees shall from time to time be fixed by the MCB.

12.2 A fee shall be charged for every cash withdrawal effected abroad or locally from any ATM other than a Mr. Best ATM.

13. DURATION OF VALIDITY, RENEWAL & TERMINATION OF THE CARD

13.1 The Card shall be valid up to the expiry date borne thereon.

13.2 The Card shall be automatically renewed at its expiry date, unless contrary instructions have been given by the cardholder to the M.C.B at least one month prior to the expiry date.

13.3 The Card shall remain the property of the MCB which may, in its absolute discretion terminate its validity at any time or refuse to renew it on expiry without having to assign any reason therefore. The cardholder, in such an eventuality shall stop using the Card from the time it is demanded back and shall return the Card to the MCB. Such demand shall be addressed to the Cardholder by registered post at his last known address, the postal receipt being evidence of such demand. The cardholder shall be liable to prosecution in case he continues to make use of his Card after such demand.

13.4 On the closing of the account on which the card is operated, it shall be the duty of the cardholder to return the card immediately to the MCB. The same duty shall apply in case the joint account covenant is terminated. The final settlement of the account irrespective of the fact that the cardholder has not returned his card.

13.5 In the event of the death or bankruptcy of the principal cardholder, or the breach by him or of any person of the conditions of his agreement for the time being in force, the MCB may, in addition to other remedies it may have, take such steps as necessary to stop any operation by means of the card and to withdraw the card.

14. KEEPING OF DOCUMENTS AND INFORMATION RELATING TO CARD OPERATIONS: TIME FOR CLAIMS

- 14.1 Document and information relative to transaction effected by means of the card shall be retained by the MCB for a period not exceeding one year.
- 14.2 No claim or action whatsoever from a cardholder relative to a Card transaction shall be entertained beyond a period of seven months following such transaction.

15. MODIFICATION TO THE TERMS OF THE AGREEMENT

The MCB may at any time amend the condition hereof and shall notify such amendments to the cardholder.

The cardholder who uses the card after receiving such notification or does not return the card to the MCB within fifteen days of such notification shall be deemed to have accepted the said amendments and be bound thereby.

16. DISCLOSURE OF INFORMATION

The MCB shall be entitled, should it deem it 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, or in order to facilitate recovery of same in case of loss theft, or suspected abstraction and the cardholder hereby expressly and unreservedly authorises disclosure of such information.

The Mauritius Commercial Bank Ltd.

9-15 Sir William Newton Street, Port Louis, Republic of Mauritius T: +230 202 5000 F: +230 208 7054 E: contact@mcb.mu
SWIFT Code MCBLMUMU BRN: C07000934 www.mcb.mu