

Replacement Card Request Form



Guaranty Trust Bank plc
RC 152321

Date:

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Day Month Year

Kindly select Card option: Visa MasterCard Naira MasterCard

Reason for replacement: Lost Stolen Damaged

Pick up branch: _____

Title

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 Surname: _____
(please specify title)

Other Names: _____
First Name Middle Name

Contact Address (not P.O. Box): _____

Tel. No.: _____ Mobile No.: _____

E-mail Address: _____

Account No.:

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* **Note:** Please note that the applicable card replacement fee will be charged to the above account. By signing this form you agree to terms and conditions overleaf.

Signature & date:

Signature & date:

FOR OFFICIAL USE ONLY

Card No.:

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CIS: _____
Signature(s) Verified by Name/Initial of Officer

Stamp & date:

TSG: _____
Signature(s) Verified by Name/Initial of Officer

Stamp & date:

TERMS & CONDITIONS

1.0 Introduction

The following Terms and Conditions shall apply to the under-listed cards issued by Guaranty Trust Bank plc:

- a. the Standard MasterCard (USD) Credit card;
- b. the Visa Classic Credit card;
- c. the Visa Debit card;
- d. the Visa Prepaid card;
- e. the Debit MasterCard (USD) card; and
- f. the Naira MasterCard card

(hereinafter collectively referred to as "cards" or individually as "card")

In this Agreement, "we", "us" or "our" refers to Guaranty Trust Bank plc and its successors, agents and assigns, while "you", "your" refers to the cardholder.

By signing this Agreement, you agree that you have received, read, understood and agree to be bound by the terms contained herein as well as the laws, rules, regulations and other official guidelines now existing or which may hereafter be enacted, issued, enforced or be applicable. You also agree that you shall use the card(s) in accordance with this Agreement. If you do not agree with the terms contained herein, DO NOT ACCEPT or USE THE CARD(s).

1.0 Terms Used in this Terms and Conditions

- 1.1 "Account" means the bank account held or to be held with Guaranty Trust Bank plc specified in the name of the Cardholder (whether solely or jointly with another person), the number of which is or shall be specified in the application form for the card and communicated to the Cardholder as appropriate.
- 1.2 "Account Currency" means the currency in which the Account is denominated.
- 1.3 "Bank" means Guaranty Trust Bank plc, a banking institution incorporated in Nigeria and having its registered office at Plot 1669, Oyin Jolayemi Street, Victoria Island, Lagos State State, Nigeria.
- 1.4 "Card" means any of the cards listed above which is issued by the Bank, including any renewal or replacement card or cards.
- 1.5 "Cardholder" means the person having power alone to operate the Account in accordance with the Bank's mandate in respect thereof.
- 1.6 "PIN" means the Personal Identification Number issued to the Cardholder together with the card(s).
- 1.7 "Transaction" means any cash withdrawal or payment made using any of the cards, or any refund arising in connection with the use of the card(s) in any Authorized manner for debit or credit to the Account.
- 1.8 "MasterCard" means MasterCard Worldwide and its authorized Agents.
- 1.9 CBN" means Central Bank of Nigeria.
- 1.10 "Collateral" means the acceptable cash or other assets prescribed by the Bank for securing a cardholder's credit card.
- 1.11 "Visa" means Visa International and its authorized Agents.
- 1.12 "International Transaction" means A.T.M withdrawals made outside Nigeria and P.O.S payment made outside and/or inside Nigeria with companies that are not registered in Nigeria
- 1.13 "Debit MasterCard (USD) card" means an international payment card issued in partnership with MasterCard Worldwide. It is denominated in US Dollars, but can also be used to settle purchases in other major currencies. All transactions done using this card are reflected on the account instantly.
- 1.14 "Standard MasterCard Credit (USD) card" means an international payment card issued in partnership with MasterCard Worldwide. It is denominated in US Dollars, but can also be used to settle purchases in other major currencies. It provides more flexibility than the Debit MasterCard variant.
- 1.15 "Visa Classic Credit (USD) card" means an international payment card issued in partnership with Visa International. It is denominated in US Dollars, but can also be used to settle purchases in other major currencies. It provides more flexibility than the Visa Debit card variant.
- 1.16 "Visa Debit (USD) card" means an international payment card issued in partnership with Visa International. It is denominated in US Dollars, but can also be used to settle purchases in other major currencies. All transactions done using this card are reflected on the account instantly.
- 1.17 "Visa Prepaid (USD) card" means an international payment card issued in partnership with Visa International. It is denominated in US Dollars, but can also be used to settle purchases in other major currencies. It is made available instantly at the bank branch to cater to your urgent payment needs.
- 1.18 "Naira MasterCard (USD) card" means an international payment card issued in partnership with MasterCard Worldwide. It is denominated in Naira but can also be used to settle purchases in other major currencies.

2.0 Card holder's Responsibilities:

- 2.1 You will be issued a card by the Bank to use either to withdraw cash from Automated Teller Machines (ATMs) and/or to make payments for goods and/or services. The following are your responsibilities should you elect to use the card:
 - 2.1.1 The card must not be used for any unlawful transaction including but not limited to the purchase of goods prohibited:
 - a. by Nigerian law; or
 - b. by the law of the Country where the goods are purchased;
 - c. or goods which though not prohibited in the country of purchase but prohibited in Nigeria.

Provided that you will not be in breach of Clause 2.1.1 c where the purchased goods are not imported to Nigeria or to any other Country which law prohibits the purchase of such goods.

- 2.1.3 You must do the following:
 - a. Immediately sign the signature space at the back of the card when you receive the Card;
 - b. On receiving the PIN tamper proof advice slip, carefully examine the PIN tamper proof slip to ensure that it is properly sealed. Where the slip is not properly sealed or you observe that the seal is broken reject the slip immediately;
 - c. If you are satisfied that the PIN tamper proof slip is properly sealed accept same and sign for accepting the slip, memorise the PIN and then immediately destroy the slip;
 - d. Never write down or record the PIN in anyway which could be understood by third party and do not disclose your PIN to third party including the police and/or bank officials;
 - e. Do not interfere with the magnetic stripe or integrated circuit (chip) in the card;
 - f. Do not reveal the card number except for the purpose of making a transaction or to report the loss or theft of the card or otherwise without our written permission;
 - g. Comply with any other reasonable instruction we issue regarding keeping the card, card number or any PIN safe;
 - h. Take all reasonable precautions to prevent unauthorised use of the card.

You may be held liable for any loss incurred by us arising from your failure to comply with any of the precautions stated above or any other reasonable precautions for the prevention of the fraudulent use of your card.

- 2.1.4 The ownership of the card at all material times is vested in the Bank and if demanded, you must return the card to the Bank immediately. We, or anyone acting on our instruction, may keep the card at any time;
- 2.1.5 If you enter the incorrect PIN three times in a row on the same day, the card may be retained by the ATM and subsequently destroyed.
- 2.2 We may refuse to authorize use of the card if:

- 2.2.1 The transaction exceeds the available funds in your account; or
- 2.2.2 The transaction does not comply with any applicable terms from time to time; or
- 2.2.3 Where applicable, the transaction exceeds your Credit Limit or if the amount owing on your account plus any other amount we have agreed to or authorized would exceed your Credit Limit.
- 2.3 All transactions will be shown on your monthly account statements.
- 2.3.1 The Naira MasterCard card will give you access to a maximum of \$40,000 (forty thousand United States Dollars Only) during each calendar year. However, the above limit shall be reduced or marked-down by the value of Personal Travel Allowance or Business Travel Allowance purchased through us during the same calendar year.
- 2.3.2 MasterCard Worldwide will convert all overseas transactions into US Dollar currency using the prevailing exchange rate as determined by MasterCard Worldwide. A percentage commission as determined by the Bank from time to time may be charged on the amount of the transaction.
- 2.3.3 Use of the Naira Mastercard for international transactions is limited to current accountholders only.
- 2.4 Any establishment may ask us for authorization before accepting payment by your card. We may decide not to give our authorization if:
 - a. Your card has been reported as lost or stolen, or we have reason to suspect it is lost or stolen
 - b. You are in breach of any clause of this agreement
- 2.4.1 You must take all reasonable precautions to prevent the card and PIN from being used fraudulently or you might be liable for any loss incurred by us. These reasonable precautions include but are not limited to:
 - a. Signing the signature space at the back of the card upon receipt;
 - b. Not allowing anyone else to use the card;
 - c. Not interfering with the magnetic stripe or integrated circuit (chip) in the Card;
 - d. Non-disclosure of the card number to third party;
 - e. Destruction of your tamper proof PIN notification slip;
 - f. Not writing down or recording in any format your PIN or disclosing it to anyone else including the police and/or bank officials;
 - g. Complying with any other instruction we issue regarding keeping the card, card number and/or your PIN safe;
 - h. Where applicable, you should not exceed your Credit Limit without prior agreement with us. If you do exceed your Credit Limit during any statement period we reserve the right to charge you a fee to cover our costs. The fee will appear on the next statement issued. If you require a higher Credit Limit, please request for an increase.
- 2.5 You are required to repay all amounts outstanding on your Account by the due date stated on your monthly statement.
- 2.6 Failure to repay the outstanding amounts will result in a late payment charge on your Account plus interest charges.

3.0 Using the Card

- 3.1 We will give you (and/or any additional cardholder where applicable) a card to use either to obtain cash from Automated Teller Machines (ATMs) or to withdraw cash and/or to make payment for goods and/or services. You must sign your card and change the PIN to one of your choice as soon as you receive it and follow any instruction that we give about using your card and keeping it safe;
 - 3.1.1 You (and/or any additional cardholder where applicable) must not use the card after the validity period or after you receive notice that the card has been canceled or withdrawn;
 - 3.1.2 The cancellation or withdrawal of your card automatically affects the validity of the card(s) of additional card holder(s);
 - 3.1.3 All transactions will be shown on your monthly account statements.

4.0 Limiting the right to use the Card

- 4.1 We may refuse to authorise the use of your card or where any establishment asks us for authorization before accepting payment by your card, we may Decide not to give our authorization if:
 - 4.1.1 your card has been reported as lost or stolen, or we have reason to suspect it is lost or stolen; or
 - 4.1.2 you have defaulted on any part of this agreement; or
 - 4.1.3 The transaction does not comply with any applicable terms from time to time; or
 - 4.1.3 you exceed your 'available credit' by making payment on top of all other transactions we have authorized, including those not yet charged to your account. We reserve the right not to adjust your available credit by the amount of any payments received until all the bills incurred by you are settled; or
- 4.2 The ownership of the card at all material times is vested in the Bank and if demanded, you must return the card to the Bank immediately. We, or anyone Acting on our instruction, may keep the card at any time;
- 4.3 Where applicable, you must not use the card if to do so would exceed your card limit;
- 4.4 You should not exceed your card credit limit without prior agreement with us.
- 4.5 We reserve the right to exercise our discretion to limit your right to use the card by:
 - 4.5.1 Refusing to approve a transaction;
 - 4.5.2 Canceling or suspending your right to use the card for all or some purposes;
 - 4.5.3 Refusing to replace any card without prior notice to you;
 - 4.5.4 Any other manner as may be necessary.

This Agreement shall be deemed to continue to subsist irrespective of the happening of any of the events stated in paragraph 4 herein.

5.0 Fees and Charges

- 5.1 Cardholders shall be charged fees by the Bank, in accordance with the Bank's applicable schedule of fees and charges regarding your card(s) account(s). For each cash withdrawal made at ATMs, the Bank will charge to your account the applicable transaction fee. A card issuance fee is applicable to your account. The cost for replacing lost, stolen or renewed cards would be charged to your account; as applicable. Once you report a lost or stolen card, we will ensure that your card is temporarily blocked and hot-listed in order to prevent unauthorized usage. We will apply a service charge for this. You will also be charged a stipulated annual maintenance fee. The charges are subject to review at any time and at our discretion.
- 5.2 With regards to the credit cards, the authorized agents will convert all overseas transactions into US Dollar currency using the prevailing exchange rate as determined by them. A percentage commission as determined by the Bank from time to time may be charged on the amount of the transaction.
- 5.3 If you exceed your credit limit during any statement period, we reserve the right to charge you a fee to cover our costs. The fee will appear on the next statement issued. If you require a higher credit limit, please request for an increase.
- 5.4 You are encouraged to call the Bank if you have any queries, complaints or issues regarding your card. Cost of calls made by cardholders will be charged to the cardholder's account.

6.0 What you should notify us of

- 6.1 You should notify us:
 - 6.1.1 Immediately your card is lost or stolen or you suspect that the card may be compromised in any manner whatsoever or misused.
 - 6.1.2 If your statement includes an item which you think is wrong.
 - 6.1.3 Immediately you change your name or address.
 - 6.1.4 Any other information which should reasonably be notified to us.

7.0 Loss or Misuse of Your Card

- 7.1 Your Liabilities

- 7.1.1 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 account and losses incurred.
- 7.1.2 If it is misused with your permission you will be liable for all losses.
- 7.1.3 If the card has been fraudulently used before you report the loss, or in a manner that suggests some form of compromise, you will be liable for the losses and may be prosecuted.
- 7.1.4 The Bank shall not be liable for losses resulting from disclosure of your card number and PIN to third party.
- 7.1.5 The Cardholder will not hold the Bank liable, accountable or responsible in any way whatsoever for any loss, injury or damage howsoever arising out of the use of the MasterCard or Visa access points.
- 7.1.6 You shall have absolute responsibility for safeguarding the card(s) and PIN and hereby relieve the Bank from any liability arising from any unauthorized access to your account except where it is proven that the fraud arose as a direct result of the Bank's gross negligence or misconduct.
- 7.2 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 Card Services at GTConnect on +234 700 482666328, +234 1 448 0000, +234 80 3900 3900 & +234 80 2900 2900. We may ask you to confirm it in writing to E-Business & Card Services, Guaranty Trust Bank plc, Plot 1400 Tiamiyu Savage Street, Victoria Island, Lagos State, Nigeria.
- 7.3 On receipt of your report we will take steps to stop the use of the card on your account. You must, if we ask you to, cut the card in half and return it to us.
- 7.4 In the event of the card being lost or stolen, you must co-operate with the police and us in our efforts to recover the card. 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 and provide us the police report of the loss of the card.
- 8.0 Limits of Liability**
- 8.1 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:
- 8.1.1 ATM breakdowns; Network downtime and/or failures
- 8.1.2 Industrial disputes, natural disasters, force majeure or acts of God, etc.
- 8.2 The liability of the parties to this Agreement shall be subject to Central Bank of Nigeria Rules, Regulations and Guidelines on the use of electronic cards now in force and as may be issued from time to time.
- 9.0 Refunds and claims**
- 9.1 Disputed transactions must be reported within 30 days after the transaction date to enable the Bank investigate your claim and initiate a "Charge-Back" process where your claim is justified.
- 9.2 For disputed transactions in your account, which you have reported to the bank within 30 days after the transaction date, the Bank will initiate an independent investigation and if satisfied that your claims are verifiable, will credit your account with a refund. You cannot use a claim you may have against third party to make a claim against us, or refuse to pay us, unless you have a legal right to do so. You cannot transfer or assign any rights you may have under this Agreement to third party.
- 10.0 Changing the terms of this agreement**
- 10.1 We may change the terms of this Agreement, including our charges and we shall endeavour to notify you of the changes accordingly. Changes may arise from changes which include but not limited to market conditions, cost of providing the service to you, statutory or other regulatory requirements affecting us or for any other purpose.
- 10.2 We may notify you about any changes by:
- 10.2.1 Advertising in the press or our website; or
- 10.2.2 Putting messages in your statements; or
- 10.2.3 Sending you a separate written notice; or
- 10.2.4 Any other means of communication that can reasonably be used.
- 11.0 Termination**
- 11.1 This Agreement will come to an end if either party gives a written notice to the other to that effect.
- 11.2 The cardholder wishing to end the agreement must give a 50-day written notice to the Bank.
- 11.3 Upon termination the Cardholder shall surrender the possession of the card to the Bank
- 12.0 Additional Cards**
- 12.0 A cardholder wishing to have an additional card(s) on his/her account must fill the additional cardholder's data on the application form which shall be signed by the additional cardholder and co-signed by the principal cardholder.
- 12.1 The Bank reserves the right to decline a request for additional cardholder without giving any reason whatsoever.
- 13.0 General Terms**
- 13.1 We do not warrant that services and benefits that we provide outside the terms of this Agreement will always be available. We may reserve the right to withdraw or vary these services or benefits at any time without giving you notice.
- 13.2 We will charge you for any loss or cost we may incur from a breach of this Agreement by you.
- 13.3 We will charge you for replacement cards requested by you on notification in cases of lost or stolen cards.
- 13.4 This agreement is governed by the Laws of the Federal Republic of Nigeria including laws pertaining to money laundering, Central Bank of Nigeria rules, regulations and guidelines and other applicable statutory bodies in Nigeria.
- 13.5 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.
- 13.6 We must be informed in writing of any change in your contact information including but not limited to change of name, address, email, and/or telephone number.
- 13.7 Non-enforcement of any clause and/or a breach of this Agreement, or a delay in enforcing the clause and/or breach, will not prevent the Bank from enforcing the clause and/or breach against you at a later date.
- 13.8 For your security, we may record phone calls between you and us. We may do this to make sure we are providing a high quality of service and following your instruction correctly.
- 13.9 Your application will be subject to Guaranty Trust Bank processes and reviews, which may require you to provide further confirmation on documents. We reserve the right to accept or reject your application.
- 13.10 You authorize us to exercise a right of set-off at any time we deem fit in respect of any account you may maintain with us in whatever currency to settle any outstanding payment on your card.
- 13.11 Unauthorized overdrawn accounts will be subject to charges, as may be decided by the Bank.
- 13.12 This Agreement shall be governed by The Laws of the Federal Republic of Nigeria. All correspondence should be sent to:

E-Business & Card Services
Guaranty Trust Bank Plc
Plot 1400 Tiamiyu Savage Street,
Victoria Island,
Lagos State, Nigeria.

E-mail: cardservices@gtbank.com Website: www.gtbank.com
GT Connect (Contact Centre): +234 700 482666328, +234 1 448 0000, +234 80 3900 3900, +234 80 2900 2900