

**DEFINITIONS**

Unless the context requires otherwise, the following terms and expressions, in these conditions, shall be understood and meant to be:

- 1.1 **'The Bank'** means The Co-operative Bank of Kenya Limited of P.O. Box 48231-00100, Nairobi, and its assignees or agents.
- 1.2 **'Cardholder'** means the person or assigned Agent of the person who has been rightfully issued a card by the Bank upon request.
- 1.3 **'Prepaid Card'** refers to the VISA prepaid card or any other prepaid card issued by the Bank to the cardholder under the above application.
- 1.4 **'Card Transactions'** shall mean any payment made or cash advance obtained by the use of the card at an ATM or a Merchant Establishment, or any other instruction given by the use of card.
- 1.5 **'Transaction Fees'** means amounts (including any fees or commissions) payable by the cardholder arising from card usage under the terms and conditions and includes, without limitation all transaction fees, service charges, and additional expenses.
- 1.6 **'ATM'** means an Automated Teller Machine, a cash handling device belonging to the Bank or other participating bank(s) or financial institution(s) which accept(s) the card(s).
- 1.7 **'PIN'** means the Personal Identification Number as provided to the Cardholder by the Bank, for use with and in relation to the Card in terms hereof.
- 1.8 **'Principal member'** means the person or entity who is responsible for funding the Prepaid Card.
- 1.9 **"Tap to Pay"** means a contactless payment method that allows cardholders to complete transactions by simply holding or tapping their contactless-enabled card, smartphone, or wearable device near a compatible payment terminal.
- 1.10 **'Contactless Limit'** means the maximum monetary amount a cardholder can transact using the contactless payment method (tap to pay) without the need to input a PIN or provide additional authentication. Card transactions may be authorized using the contactless method (tap to pay). For Co-op Bank cards the contactless limit is KES 4,000 per day. The cardholder can either carry out a single contactless transaction of Kes 4,000/- per day or several contactless transactions subject to a maximum count of 15 transactions in a day provided, the total value of these transactions does not exceed the daily contactless limit. If the transaction is above the daily limit, then the cardholder shall be required to key in their PIN to complete the transaction. If the acquirer limit is below the Co-op Bank card's limit, the acquirer limit shall prevail.
- 1.11 **'Issuing Bank'** means, also known as issuer, is a bank or financial institution that offers payment cards to consumers on behalf of the card networks.
- 1.12 **"Card Network"** refers to a payment network or system that facilitates electronic transactions between cardholders, merchants, issuing banks, and acquiring banks.
- 1.13 **'Merchant Establishments'** shall mean establishments which accept card payments.

**USE OF CARD AND PIN**

- 3.1 The applicant will be issued with a card and PIN by the Bank's branches, or appointed agents and must exercise due care and attention in handling the card including safety and confidentiality of the PIN at all times.
- 3.2 The cardholder may use the card subject to the terms of this agreement to purchase goods and/ or obtain services at any establishment accepting VISA branded cards.
- 3.3 The customer must sign the card at the back immediately upon receiving it. The card will be valid for the period indicated on the card and upon expiry; it will be renewed at a fee.
- 3.4 The Cardholder must ensure the Card is used only in accordance with applicable laws.
- 3.5 The Cardholder agrees not to use the Card for illegal activities, including but not limited to gambling or money laundering.
- 3.6 All transactions will be billed on the card account and the cardholder is solely responsible for ensuring that there are sufficient funds available for any intended card transaction. The amount limit will be equivalent to the Kes. Amount highlighted below:

CHANNEL	DAILY LIMIT (KES)
Co-op Kwa Jirani Agent	60,000/-
ATM Withdrawal	60,000/-
E-Commerce	40,000/-
KITS	0
Branch POS	200,000/-
Merchant POS	200,000/-

- 3.7 For customers aged fifty (50) years and above whose cards have not been utilized for e-commerce transactions for a continuous period exceeding six (6) months, the Bank reserves the right to automatically deactivate such cards for e-commerce usage. Notwithstanding the foregoing, the card shall remain valid and operational for all other permitted transactions. Reactivation of e-commerce functionality may be effected upon the customer's request through the Bank's designated communication channels.

**LOST/STOLEN PREPAID CARD**

- 4.1 If the Prepaid Card is lost or stolen, or if the PIN is disclosed to an unauthorized party, the cardholder(s) should immediately notify the Bank of such loss, theft or breach via the Card Centre, P.O. Box 21831 - 00400, Telephone 020- 327600, the email address is [cardauthorization@co-opbank.co.ke](mailto:cardauthorization@co-opbank.co.ke) or such other channels as may be advised by the Bank within seven (7) days, quoting the card number.
- 4.2 Until and unless such notice is received, the Bank is authorized and remains authorized to debit your card account for any card transactions made using the card.
- 4.3 A lost card that is recovered by the Cardholder should be returned to the nearest branch of the Bank. The Bank has discretion on approving the continued use of such a card.

- 5.6 On closure of the card account on which the Prepaid Card is operated, it shall be the duty of the Cardholder to return the Card immediately to the point of issue.

**CHARGES**

The Bank shall levy charges for the use of the service which may change from time to time. The Cardholder shall be informed of such changes by notice in banks Branches. The following charges (excluding government excise duty) will be applicable to the KES wallet: -

- 6.1 Cash withdrawal fee of Kes. 30/= at Co-op ATMs, and Kes. 200/= at other VISA ATMs.
- 6.2 Balance enquiry (via Mobile) at Kes. 10/=.
- 6.3 Withdrawals at Co-op Kwa Jirani Agent will be as per the prevailing the Co-op Kwa Jirani tariff.
- 6.4 Swiping and online transactions will not attract charges.

The prices may change as per the Bank's pricing matrix or due to a change in government directives.

**LIABILITY OF A CARDHOLDER**

Subject to the above condition, Cardholders shall be fully liable in respect of each transaction instruction.

**FORCE MAJEURE**

Neither party shall be liable for failure or delay in the performance of its obligations under this agreement to the extent that such failure or delay is caused by matters beyond that party's reasonable control including but not limited to destruction arising out of war, rebellion civil commotion, strikes, lockouts and industrial disputes, fire explosion earthquake and or other seismic activity, acts of God, flood drought or bad weather, the unavailability or other media or other acts or orders of any government department, council or other constituted body. Notice of these circumstances shall be given to the other party as soon as practicable. For so long as performance of those obligations is suspended the other party may similarly suspend performance of its obligations.

**AMENDMENT**

The bank reserves the right to vary, amend, or replace all or any of these conditions at any time and without prior notice to the cardholder. Any such amendment shall be deemed to be effective and binding on the cardholder(s).

**INDEMNIFICATION**

The cardholder and/or principal member undertakes to indemnify and keep the Bank indemnified against all losses, costs, and expenses that the Bank may suffer as a result any cardholder claim and against claims arising from or attributable to the loss or misuse (howsoever arising) of ATM card or PIN issued by the Bank to the cardholder.

**PRIVACY AND DATA PROTECTION**

The Cardholder consents to the Bank sharing information with third parties as necessary for processing transactions.

<p>1.14 <b>‘Merchant’</b> shall mean any person who owns or manages or operates a merchant establishment.</p> <p>1.15 <b>‘POS Terminal’</b> shall means point of sale electronic terminals at merchant establishments capable of processing transactions and at which, amongst other things, the cardholder can use their card to access funds and/or make purchases.</p> <p><b>GENERAL CONDITIONS</b></p> <p>2.1 The Prepaid Card is neither a credit card nor a cheque guarantee card and shall not be presented as such.</p>	<p><b>CANCELLATION, STOPPAGE OF PREPAID CARD CARDS AND PAYMENT</b></p> <p>5.1 The Cardholder may at any time cancel his/her Prepaid Card by returning it to the point of issue. If the return is made by mail the card must be cut into two.</p> <p>5.2 Visit the nearest Co-op Bank Branch upon such cancellation.</p> <p>5.3 Payments made by means of the Prepaid Card debit card are irrevocable.</p>	<p><b>AMENDMENTS</b></p> <p>The Bank reserves the right to amend these Terms and Conditions at any time, and the amended terms shall be binding on the Cardholder.</p> <p><b>LAW</b></p> <p>These terms and conditions shall be governed and construed under the laws of the Republic of Kenya.</p>
<p>2.2 The Prepaid Card is for use only at Co-op Bank ATMs, other Bank Visa branded ATMS and at Visa branded merchant point of sales.</p> <p>2.3 The principal member will hold the Bank harmless for all transactions carried by the cardholder.</p>	<p>5.4 In case of a problem the Bank may at any time cancel and/or stop a card without notice or assigning any reason and without incurring any liability to the cardholder until a solution is found.</p> <p>5.5 The Bank reserves the right to terminate the Card for misuse or breach of these Terms and Conditions.</p>	

CHARGES		
NO.	ITEM	CHARGE (KES)
1.	Card Issuance Charges (Smart Cards)	500
2.	Card Renewal/Replacement Charges	500
3.	Cash Withdrawal (Co-op ATMS)	30
4.	Cash Withdrawal (Other Bank ATMs)	200
5.	Cash Withdrawal (Agents)	Tiered as per agency tariff depending on amount withdrawn, minimum charge is KES 50/-
6.	Payment of Goods/ services (Purchases)	FREE
7.	Cash deposit (Co-op Kwa Jirani Agent)	FREE
8.	Prepaid card loading (Over the Counter, ATM, Agents)	FREE
9.	Prepaid card loading (Via Mobile)	Mobile operator fees apply
10.	Prepaid card loading (Via Internet Banking)	FREE
11.	SMS Alerts	FREE
12.	Balance Enquiry (Co-op ATM)	FREE
13.	Balance Enquiry (Via Mobile)	Mobile operator fees apply

*The above charges are subject to excise duty. The excise duty is subject to government levies as gazetted by the government from time to time. The charges will be reviewed by the Bank from time to time.*

**NOTE:** The default wallet for Card Issuance fee will be in Kes

Transactional Conversions Rate are scheme based. i.e. when a card transacts at Visa Branded ATM OR POS.

Cross Wallet Transfer and load from account (Bank Rate applies from wallet-to-wallet transfer and Account to Wallet transfer) under prevailing Treasury rates.

**Supporting documentation to be attached:**

1. Copy of ID/Passport of the applicant.
2. Copy of KRA PIN of the applicant.
3. Passport photo of the applicant.