

# CREDIT CARD APPLICATION FORM

**\*Cash Backed Variant**

(Terms and Conditions apply)

Date: 

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Pick Up Branch:

**Customer Information:**

Surname:

First Name:

Other Names:

Date of Birth: 

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 Occupation:

E-mail address:

Residential Address:

Address Line 2:

Address Line 3:

Resident Permit Number (Non-Nigerians):  Years at Current Address:

Credit Limit Requested (N):

\*Please note that 120% of the requested credit limit will be held as collateral on your current, savings or investment account.

**Collateral Account:**

BVN:

Existing Account Type:  Savings  Current  Corporate  Joint Others .....

Treasury Bills\*   Fixed Deposit

Please state account number from which Treasury Bills was booked

Current or Saving Account

The information requested below will be used for activation of your card.

Test Question

Test Answer

# TERMS AND CONDITIONS - CREDIT CARDS

The following Terms and Conditions apply to any person who applies for, accepts and/or uses a Card issued by First Bank of Nigeria Limited ("First Bank" or "the Bank"). In this Agreement, "we", "us" or "our" refers to First Bank of Nigeria Limited and its successors, agents and assigns, while "you", "your" refers to you or other Cardholder (as appropriate).

By accepting these Terms, you agree that you have received, read, understood and agree to be bound by the terms contained herein and our subsequent amendments thereto, as well as the laws, rules and regulations now existing or which may hereafter be enacted, issued or enforced. You agree that these Terms shall be in addition to, and incorporate the provisions of .a) the Welcome Letter .b) the terms and conditions applicable for opening and/or operating or maintaining an Account with the Bank .c) any other terms, conditions, rules or regulations or agreements relating to any products or services provided by the Bank.

You are deemed to have read and understood all applicable terms, conditions, rules, regulations or agreements and will be bound by them (as well as their revisions) accordingly. You further agree to keep abreast of all such terms, conditions, rules, regulations or agreements from time to time. If you do not agree with any provision in these (and the related) Terms and Conditions, DO NOT ACCEPT OR USE THE CARD.

## 1.0 Definition of Terms Used:

"Bank" means First Bank of Nigeria Limited, a banking institution incorporated in Nigeria and having its registered office at Samuel Asabia House, 35, Marina, Lagos, Nigeria.

"Card" means any credit card, in any currency, issued by the Bank to you or at your instance, including any renewal, replacement or additional card(s).

"Card Account" means the bank account held or to be held with First Bank in relation to the Card

"Cardholder" means you or any person who applied for and/or collected and/or uses a Card.

"Card Expiration Date" means the last day of the month of expiration printed on the Card.

"Card Payment" shall mean all interest, fees, charges, dues, commissions or any other payment due from the Cardholder to the Bank in respect of the Card, including those stated in Section 4 of these Terms.

"Credit Limit" means the credit limit set out in the offer Letter or otherwise notified to you, representing the maximum amount of credit that shall be ordinarily available to you on the Card.

"FBN Group" mean all the members of the FBN Holdings Group.

"Payment Due" means any Card Payment which is not settled as at its due date

"PIN" means the Personal Identification Number issued to/generated by the Cardholder for the use of the Card

"Statement" means periodic statement/s of account and/or email or other notification sent via any means from the Bank to a Cardholder setting out the Transactions and/or financial liabilities incurred within a period or as at a specified date.

"Transaction" means any transaction made using or involving your Card, including but not limited to purchases, web payments, cash withdrawals etc.

"Welcome Letter" means a letter communicating the issuance of the Card to you/at your instance and notifying you of key features of the Card and some applicable terms regarding the use of the Card.

such as retaining your Card in any ATM or other device; disallowing Transaction(s) until compliance with any requirement(s) etc.;

- c. In addition to varying your Credit Limit, the Bank may, in its sole discretion, establish or change any other limits concerning your use of the Card or any related services including but not limited to the thresholds and number of times you may have access to Transactions or funds via the Card.
- d. Notwithstanding anything contained herein, we further reserve the right to exercise our discretion to limit, suspend or cancel your right or ability to use the Card by:
  - i. Refusing to approve a transaction;
  - ii. Canceling or suspending your right to use the Card for all or some purposes;
  - iii. Refusing to replace your Card;
  - iv. Vary the Credit Limit of your Card
  - v. Any other manner deemed necessary.
- e. In recognition of administrative processes involved, Transactions shall be deemed to have been effected on the date on which the funds are applied to or from your Account by the Bank and as contained in your Statement
- f. The Bank may apply any credit in your Card Account to any obligations due on your Card in any order the Bank deems fit.
- g. The Bank may automatically debit any one or more of your account(s) in order to discharge any obligation arising under these terms.

## 2.0 Your Rights and Responsibilities:

- a. You shall comply with all instructions given to you regarding activation, use, operation and safe-keeping of the Card as contained on the Welcome Letter and in these Terms as well as all instructions and/or guidelines given, publicized or issued by the Bank from time to time;
- b. Upon activation of your Card, never write down or record the PIN in anyway which is accessible by a third party and do not disclose your PIN or any other details regarding your Card to any third party including the law enforcement agents and/or bank officials;
- c. Your Card must not be used for any unlawful transaction including but not limited to the purchase of goods prohibited by Nigerian law, by the law of the country where the goods are purchased and/or any goods which though not prohibited in the country of purchase, is prohibited in Nigeria.
- d. You shall not interfere with the magnetic stripe or integrated circuit (chip) in the Card.
- e. You have an independent obligation to take all necessary precautions to prevent unauthorized use of your Card.
- f. You accept liability for any loss incurred or any other adverse situation arising from the non-compliance with any of the precautions stated herein or otherwise issued by the Bank or any other reasonable precaution(s) that should be taken for the prevention of a fraudulent use of your Card.
- g. You may use the Card within your Credit Limit provided however that the Bank may at any time and in its sole discretion, permit Transactions which may lead to the exceeding of your Credit limit. You hereby authorize the Bank to do so and agree to pay any applicable interest, charges and fees determined to be payable by the Bank in this regard.
- h. You shall settle all Card Payments (as described below) as and when due, failing which default interest, determined by the Bank shall be applicable.
- i. You authorize the Bank (without obligation) to debit any one or more of your accounts towards settling any amount due from you pursuant to these Terms.
- j. Any amount due from you and unpaid is a debt, and the Bank shall be entitled to take any steps deemed necessary to recover same.
- k. In the event that you cancel or reverse a debit-related Transaction, the debit and the anticipated/actual credit are two separate transactions. All applicable interest, charges, fees shall be payable on the debit Transaction. We shall only be required to credit your Account with a refund (less applicable charges) upon our receipt of same in good and cleared funds.
- l. The Bank is under no obligation whatsoever to process or facilitate the reversal or cancellation of a Transaction on your behalf. We may however, in our sole discretion, make endeavors to do so at your sole cost, risk and responsibility.
- m. You accept that Transactions may involve foreign currencies as well as exchange between currencies. You authorize the Bank to apply its determined rates for any such Transaction, as may be applicable; and you hereby assume, exclusively, the foreign exchange risk as well as costs and charges applicable by the Bank.
- n. You must inform the Bank through your relationship manager whenever you are travelling out of the country.
- o. You shall also notify us immediately:
  - i. your Card is lost or stolen or you suspect that the Card may be misused or compromised in any manner whatsoever;
  - ii. of any disputed Transaction;
  - iii. you change your name, address, email address, phone numbers or any other personal details;
  - iv. of any other information which should reasonably be notified to us.

## 3.0 Our Rights

- a. The Bank may in its sole discretion, decline the processing of a Transaction and/or authorization required by any establishment in relation to a Transaction if:
  - i. The Transaction (including applicable charges) exceeds or will likely exceed the applicable Credit Limit; and/or
  - ii. The Transaction does not comply with any applicable terms; and/or
  - iii. The Bank is required to do so for any legal, regulatory or fraud prevention purposes; and/or
  - iv. You have given us inaccurate or unclear instructions; and/or
  - v. The Transaction is unusual compared to your usual spending pattern or otherwise appears suspicious; and/or
  - vi. We determine that refusal to effect the Transaction is reasonable and/or prudent under the circumstance.
- b. Where the Bank suspects any unauthorized, fraudulent or non-compliant Transaction, the Bank may take any precautionary measure(s) deemed reasonable contacting our 24/7 customer care line 0700FirstContact (0700-34778-2668228); 01-4485500; 0708-062-5000 Email: firstcontact@firstbanknigeria.com. These details may be changed from time to time.
- b. 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.
- c. On actual receipt of your report, we will endeavor to take any steps deemed operationally and commercially reasonable to stop or minimize the use of the Card e.g. hotlisting the Card.
- d. You must co-operate with us and any law enforcement agency in any efforts to conduct investigations and/or recover the Card and/or any missing funds arising from the loss of your Card If you recover it after reporting its loss, you must destroy it and return it to us immediately.

- e. In the absence of any proven fraudulence on the part of the Bank in the contravention of these Terms, any unauthorized use of your Card shall be deemed to have arisen as a result of your negligence and compromise of your Card and/or PIN details.
- f. You will be liable for all losses incurred arising from any unauthorized use of your Card.
- p. You agree that Transactions may operationally involve interaction with service/access points owned or controlled by third parties. You exonerate the Bank from any liability, loss, claim or any adverse situation arising directly or otherwise from Transactions involving any third party merchant/service provider/ access or which required an action which was not in our exclusive control.
- q. You authorize the Bank to vary your Credit Limit at any time with prior or subsequent notice to you.
- r. Your Statement shall be conclusive evidence of its content, save in the event of manifest error, as accepted by the Bank. Should you have any objection to your Statement, you shall within 7 days from the Statement date, give the Bank written notification of your objection to enable the Bank investigate the complaint within such time and in such manner that the Bank deems reasonable. You agree to be bound by the findings of the Bank. Notwithstanding your objection and pending the conclusion of any investigation by the Bank, you shall settle any Payment Due as and when due provided that the Bank shall effect a refund of an amount determined payable (if any), upon conclusion of its investigation.

#### 4.0 Interest, Fees and Charges

- a. Unless otherwise revised by the Bank, you shall pay interest on any credit accrued on your Card Account in the manner contained in the offer Letter.
- b. Any Card Payment accrued within your Card Limit shall be payable on its due date while any Card Payment arising due to an exceeding of your Credit Limit shall be due and payable immediately whether or not a demand has been made therefor. Failure to make good any Payment Due in accordance with this clause shall entitle the Bank to charge interest and/or penalties as it may determine.
- c. Cardholders shall be charged fees, levies and other charges by the Bank, in accordance with the Bank's applicable rate from time to time, in respect of:
  - i. Transactions carried out/attempted;
  - ii. Default in any of your Card Payments or of any other provisions of these Terms;
  - iii. Over-limit on your Card Limit;
  - iv. Card issuance, replacement, renewal, hot listing etc.;
  - v. Maintenance Fees;
  - vi. Such other service or administrative charges, as may be determined by the Bank.
- d. Charges applicable under this clause will be debited to your Card Account. However, the Bank may (without obligation or liability) debit any one or more of your other accounts with the Bank to settle any due Card Payment without further recourse to you.
- e. The Bank shall determine, and may change from time to time, the interest rates and other applicable Card Payments regarding your Card as well as the way these are calculated or charged. You waive your right to prior notification of any such change; and hereby exonerate the Bank from any liability for taking such charges provided the charge is reflected in your bank statement.

#### 5.0 Additional Card

- A Cardholder wishing to have an additional(supplementary) card(s) on his/her Account must make a request to the Bank in such form and manner required by the Bank, indicating the details of the supplementary cardholder. The bank reserves the right to decline a request without giving any reason whatsoever. You shall however remain bound by these Terms and Conditions irrespective of the issuance of additional card(s) on your Account.

#### 6.0 Card Expiration

- a. You must not use the Card after the Card Expiration Date or from the date of your request for the termination or suspension of the use of the Card.
- b. You authorize the Bank to automatically re-issue the Card for use upon its Expiration Date. If however you do not wish to renew the Card, you must specifically notify the Bank by giving a 50-day written notice prior to the Expiration Date.

#### 7.0 Communications

- a. The Bank may send any notices, advices or other communications to you by hand, by mail to, or by leaving them at any address(es) known or reasonably believed to be yours; or through electronic media or any other media selected by the Bank. Such notices, advices or other communications will be deemed to have been received by the intended recipient upon being hand delivered or left at the said address or on the day following the mailing thereof.
- b. Notices and communications may also be effected through the press (e.g. radio, television, newspaper publications etc); notification on the Bank's website; notification in/at the Bank's locations (e.g. posters, fliers, signages etc), notifications via SMS or email alerts, notifications on ATMs; notifications accessed or available through the use of any electronic services provided by the Bank or any other media as selected by us. Customers are deemed to have received any such notification on the date of delivery, publication, broadcast, communication or upon same being made available by the Bank.
- c. The Customer shall bear all risks of communications made by the Customer to the Bank and vice versa. The Bank shall not be held liable or responsible in the event that any communication is delayed, intercepted, lost and/or failed to be delivered or in the event of any unauthorized access to the content of such communication.

#### 8. Cash-Collateralized Credit Limits

For credit card limits which will be fully secured (collateralized) with the cardholder's cash deposits with the Bank, such funds will be in any of the following forms:

1. Current and/ or Savings account balances
2. Fixed Deposit Investments
3. Treasury Bills Investments
4. Others as may be advised by the Bank from time to time.

You irrevocably authorize the Bank to place a lien and/or hold a portion of your cash and/or investment which covers 120% of the approved credit limit availed to you".

#### 9.0 Set off/Consolidation of Accounts

- a. In respect of any unpaid Card Payment or any other debt, obligation or liability of the Cardholder to the Bank or any member of the FBN Group, whether actual or contingent; matured or not; as principal debtor, guarantor or surety; whether owed singly, together with others or by an entity in which you are a member or director, and in whatever currency ("Obligation"), the Bank shall be entitled at any time and without notice to you, to:
  - i. appropriate, set-off for debit all or part of the balances in your Card Account or any other accounts, to pay and discharge all or part of the Obligations whether any such account(s) is/are held in your sole name or jointly with others;
  - ii. combine or consolidate all or any of your accounts (whether matured or not) regardless of the currency or where such account(s) is/are located, and whether your account(s) is/are held in your sole name or jointly with others;
  - iii. retain as security and/or sell by public or private sale any of your funds, chattels, securities and other valuables or other asset in the custody (whether actual or constructive) of the Bank, howsoever arising to pay and discharge all or part of the Obligations;
  - iv. where required, earmark any amounts credited or expected to be credited into your account(s);
  - v. refuse any withdrawals from an account which is earmarked until the Obligations are discharged in full;
  - vi. make any currency conversion at the Bank's prevailing exchange rate where necessary to exercise any right under this Section; and/or
  - vii. estimate the amount required for the settlement of an Obligation if the amount is unascertained.
- b. The Bank's rights in this Section shall extend to any investment product e.g. Fixed/Time/Term Deposit, Treasury Bills, Bankers Acceptance, Commercial Papers etc.; and the Bank is further authorized to accelerate the maturity of any such product in order to exercise any right hereunder.

#### 10.0 Loss or Misuse of Your Card

- a. If your Card is lost or stolen or is misused or you suspect that your PIN or other security feature has been compromised, you must notify the Bank immediately by warranties/representations as to the quality, delivery or otherwise of any good, service or merchandise. Any dispute in this regard shall be resolved as between the Cardholder and the provider of the goods/service/merchandise, to the exclusion of the Bank
- d. First Bank disclaims any liability for any Transaction linked with fraud or illegality.
- e. We shall not be responsible for any loss, injury or damage, whether direct, indirect, special or consequential, caused by or arising from the use of your Card or any matter in relation to these Terms. You shall indemnify and hold us harmless from all claims, demands, lawsuits, losses, costs, expenses and/or any adverse consequence suffered or arising (including, attorney's fees) we suffer or incur as a result of any unauthorized use of your Card; your violation of these Terms and any other matter in relation to these Terms.
- f. If the Bank provides any information to you via any email, telephone or other channel, details of which you provided to the Bank in any manner, the Bank shall not be liable if the information becomes intercepted, altered or misused by an unauthorized person.
- g. Disputed Transactions must be reported within 3 days of the Transaction date so as to enable us consider your claim for investigation and initiate a chargeback process where we determine in our sole discretion that your claim is justified. FirstBank shall not be required to effect any chargeback or any other remedial action whatsoever; and FirstBank shall not be held to account for any policies, timelines or procedures followed in arriving at its determination.
- h. The Bank is exonerated from any liability, accountability or responsibility whatsoever for any loss, injury or damage howsoever arising from a Transaction involving any third party access or service point.

#### 11.0 Amendment to these Terms

We may change the provisions of these Terms and Conditions, including our charges without recourse or notice to you.

**12.0 Disclaimers/Limitation of Liability**

- a. We do not warrant that services and benefits that we provide via the Card or pursuant to these terms will always be available. We reserve the right to withdraw or vary these services or benefits at any time without giving you notice.
- b. We will not be liable to you or any third party for any act or omission arising as a result of anything that we do not directly control. These include but shall not be limited to:
  - i. ATM breakdowns; Technological constraints, Network downtime or failures, System downtimes or maintenance;
  - ii. Industrial disputes, natural disasters, force majeure or acts of God, etc.
  - iii. Delays, malfunctions or any other analogous event arising from any external interface;
  - iv. Unavailability of supplies; etc
- c. We shall not be responsible in any way for any goods, services or merchandise which the Cardholder purchases or subscribes to via a Card. First Bank provides no warranty and makes no representation whatsoever including

Authorised Signatory:

Date: 

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Authorised Signatory:

Date: 

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Authorised Signatory:

Date: 

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**13.0 General Terms**

- a. We will charge you for any loss or cost we may incur from your breach of these Terms.
- b. Non-enforcement or delay in enforcing any clause in these Terms does not prevent the Bank from enforcing the clause against you at a later date.
- c. In the event that your Card Account is jointly owned, all your liabilities as contained in these Terms shall be joint and several.
- d. We may record phone calls and other communications between you and us, and use the information for any lawful purpose, at our sole discretion.
- e. Without prejudice to any other provision in these Terms, the Bank may terminate this Terms and/or withdraw the Service(s) immediately upon giving notice to you. Save to the extent of any surviving provision herein or to the extent of any outstanding obligations owed by you hereunder, you may terminate these Terms by giving a minimum of 50-day written notice to FirstBank, within which period the Card must be surrendered to the Bank. The Bank may discontinue the Services at any time upon receipt of your notice of termination.
- f. You confirm that all information provided to the Bank regarding the application for your Card is complete and accurate in all respects.
- g. Your application for a Card will be subject to the Bank's processes and reviews, which may require you to provide further confirmation or documents. We reserve the right to accept or reject your application.
- h. The FBN Group may use and share relevant information about you, your transactions and affairs amongst themselves for credit assessment, customer service, market research, insurance, debt collection, audit, administrative purposes or any other purpose it requires.
- i. Your rights under this Agreement are personal to you and cannot be assigned.

These Terms shall be governed by the Laws of the Federal Republic of Nigeria.

**FOR BANK USE ONLY**

Initiator  Signature

Authoriser  Signature

Approved Limit  In figures  In Words

CREDIT RISK MANAGEMENT  Name

Date: 

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Signature