



MIDDLE EAST BANK KENYA LIMITED

ATM/DEBIT CARD APPLICATION FORM

DATE : | | | | | | | |

*Type of Account: Individual Corporate

*Branch:

*Account Number | | | | | | | | | | | | | | | | | | | | | |

PERSONAL/JOINT ACCOUNT CARD

FIRST APPLICANT

Name _____

*Postal Address

| | | | | | | |

*Postal Code

| | | | | | | |

*Town

*Cell Phone Number

| | | | | | | | | | | | | | | |

Office Telephone

| | | | | | | | | | | | | | | |

Email

Signature

SECOND APPLICANT

Name _____

*Postal Address

| | | | | | | |

*Postal Code

| | | | | | | |

*Town

*Cell Phone Number

| | | | | | | | | | | | | | | |

Office Telephone

| | | | | | | | | | | | | | | |

Email

Signature

By signing the application you agree to the Terms and Conditions Set by the Bank



MIDDLE EAST BANK KENYA LIMITED

DEBIT CARD TERMS AND CONDITIONS

In consideration of Middle East Bank (K) Limited pursuant of my/our request making available to me/us a Middle East Bank Debit Card I/we agree to be bound by the following terms and conditions.

1. DEFINITION

- a) In these terms and conditions
 - “Bank” means Middle East Bank (K) Ltd, its successors and assigns.
 - “Bank Account” means in relation to a Cardholder(s) any account maintained by the Bank of which the Cardholder(s) has requested to be able to give Transaction Instructions.
 - “Card” means an Electron Debit Card issued by the Bank at the request and in the name of the person named upon if for use in connection with debit card facilities provided by the Bank
 - “Cardholder” means a person to whom a Middle East Bank Debit Card has been issued and whose name appears on it and who agrees to be bound by these terms and conditions as varied from time to time by the Bank.
 - “PIN” means in relation to a Cardholder, the personal identification number required to gain access via an ATM terminal to give a Transaction Instruction.
 - “Transaction Instruction” means an instruction given by use of the card.
- b) In these terms and conditions, unless the context requires otherwise:
 - i) The word “terminal” means any Automated Teller Machine through which Transaction Instructions may be given.
 - ii) Words denoting one gender shall include all other gender and
 - iii) Words denoting the singular shall include the plural and vice versa.

2. USE OF CARD AND PIN

- a) A card is not transferable and may not be used other than by the Cardholder.
- b) A card remains the property of the Bank and upon cancellation must be surrendered on demand to the Bank.
- c) The Bank shall be entitled to give immediate effect to the following Transaction Instruction on the ATM's:
 - i) To effect a debit to the Customers Account
 - ii) To display the current balance on the Customer's Account up on the terminal
 - iii) To give an account statement to the Cardholder
- d) All withdrawals at Automated Teller Machines will be subject to the daily withdrawal limit.
- e) In the absence of manifest error, the Bank's records as to any Transaction Instructions or their consequences thereof shall be conclusive.
- f) A cardholder(s) must exercise all due care and attention to ensure the safety of the card and the secrecy of the PIN at all times and to prevent the loss of and/or use of his/her Card or PIN by any third party. A cardholder in a joint Account will be fully responsible for ensuring that its Personal Identification Numbers are only known to persons of due authority within the joint account. Subject to this, a Cardholder must not disclose his/her PIN to anyone in any circumstances.
- g) If a Card is lost or stolen or if a PIN is disclosed to any unauthorized person, the Cardholder(s) must immediately notify the Bank of such loss, theft or disclosure. Any oral notification must be confirmed in writing immediately. The Cardholder(s) will be liable in respect of any Transaction Instruction given prior to receipt by the Bank of notification of such loss, theft or disclosure.
- h) The Card is neither a credit card nor a cheque guarantee card and the Cardholder shall not represent the Card in such manner.

3. CUSTOMER'S ACCOUNT

- a) Except to the extent that these terms and conditions require otherwise, they shall not affect any other terms and conditions express or implied, governing the customer's bank account as set out in the General Terms and Conditions governing accounts.
- b) The Customer's Account may not be overdrawn by the giving of a Transaction Instruction.

4. ADDITIONAL CARDS

A customer wishing to have an additional card on his/her account must ensure that he/she opens a Joint Account

5. CANCELLATION OF CARDS

- a) The Cardholder(s) may at any time cancel his/her Card by returning it to the Bank
- b) The Bank may at any time cancel a Card without notice, assigning any reason and without incurring any liability or cost to the Cardholders(s)
- c) The Cardholder(s) must not use or attempt to use the Card after any notification of its cancellation or withdrawal has been given.

6. REPLACEMENT OF CARDS

- a) If a Cardholder(s) loses or changes his/her card, the Bank may at its discretion issue a replacement Card as the Cardholder(s) may require.
- b) The Bank shall automatically re-issue the card upon expiry thereof and inform the client to collect the new card from the cardholders' respective branch within one month of such notification. The Bank shall be at its discretion to destroy such card (s) that is not collected as aforesaid.

7. FEES

In respect of each Cardholder the Bank shall be entitled to charge and debit from the customer's Account such fees as it may from time to time notify the Cardholders(s) including but without limitation a service fee of an amount prescribed by the Bank from time to time for the use of the Card.

8. LIABILITY OF CARDHOLDERS

- a) Subject to condition 2(f) the Cardholder(s) shall be fully liable in respect of each Transaction Instruction given by the use of his/her card. Transaction Instruction must be given in such a way that any confidential information displayed at a terminal is not disclosed to a third party. The Bank shall not be liable for any disclosure to any third party arising out of a Transaction Instruction.
- b) The Cardholder should not hold the Bank liable, responsible or accountable in any way whatsoever for any loss, injury or damage howsoever arising out of the use of the ATM.

9. CIRCUMSTANCES BEYOND THE CONTROL OF THE BANK

The Bank shall have no liability for inability to perform its obligation under the Cardholder Agreement due to anything whatsoever outside the control of the Bank, its agents or subcontractors.

10. AMENDMENT

- a) These terms and conditions may be amended at any time and from time to time by notice from the Bank to the Cardholder(s).
- b) Any such amendment shall be deemed to be effective and binding on the Cardholder(s) on receipt and any subsequent use of the Card shall be deemed to constitute acceptance.

11. LAW

These terms and conditions shall be constructed and the provision of the Middle East Bank Debit Card facilities shall be regulated in accordance with the laws of Kenya for the time being in force.

I/we confirm having read and understood the terms and conditions.

***SIGNATURE**

***SIGNATURE**

Date: ___/___/20___.

FOR OFFICIAL USE

Client Assisted By: _____

Checked By: _____

Application Approved: _____

Carried out By _____