

# Debit Card Application Form

Branch: \_\_\_\_\_

Account Holder's Name: \_\_\_\_\_

Date of Birth: 

D	D	M	M	Y	Y	Y	Y
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 Country:  Marital Status:

Mailing Address  Postal Code:  City:

Permanent Address  Postal Code:  City:

Office Tel:  Mobile No:

ID/Passport No:  Email:

Account Number No:

## DECLARATION

I warrant you that the information given above is true and complete and I authorize you to make any enquiries necessary in connection with this application. I accept and agree to be bound by the conditions of use, detailed overleaf (as amended from time to time). I agree that I am liable for all charges through the use of this card. I understand that Spire Bank Limited reserves the right to decline the application without giving reasons to the extent permitted by law.

- I/We have selected the product that best suits me/us
- I/We have understood what is required of me/us and how to operate the Card efficiently
- I/We have been briefed on how to keep safe my/our Card and PIN
- I/We have been taken through all the features, charges and fees pertaining to the product available and I/we have received a copy of the Tariff Guide

Account Holder's Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

- I have explained to the customer the specific Terms and Conditions to open and operate the Debit Card.

Debit Card Signed up by:

Name \_\_\_\_\_ Signature \_\_\_\_\_ Date 

D	D	M	M	Y	Y	Y	Y
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## FOR OFFICIAL USE: BRANCH

Received by: \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Verified by: \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

## SENATOR : SENATOR CUSTOMER SERVICE

Received by: \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Approved by: \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

## SENATOR OPERATIONS

Received by: \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Processed by: \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Verified by: \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Approved by: \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Card dispatched by: \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Card Number allocated by: \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

## TERMS AND CONDITIONS

In consideration of Spire Bank pursuant to my/our request making available to me/ you an Spire Bank ATM Card I /We agree to be bound by the following Terms and Conditions:

### 1. DEFINITION

In these terms and conditions:

- "Bank" Means Spire Bank successors and assigns
- "Bank Account" means in relation to a cardholder(s) any account maintained by the bank in Kenya which the card holder (s) has requested to be able to give transaction instruction.
- "Card" means Debit Card issued by the bank at the request and in the name of the person named upon it for the use in connection with the ATM card facilities provided by the bank. "Card holder" means a person to whom an Spire Bank Credit Card has been issued and whose name appears and who agrees to be bound by these terms and conditions as varied from time to time by the Bank.
- "PIN" means in relations to a Card holder, 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.
- In these terms and conditions, unless the context requires otherwise:
- The word "terminal" means any Automated teller machine or point of sale terminal through which transaction instructions may be given.
- Words denoting one gender shall include all other genders and Words denoting the singular shall include the plural and vice versa.

### 2. USE OF CARD AND PIN

- A card is not transferable and may not be used other than by the cardholder.
- A card remains the property of the bank and upon cancellation must be surrendered on demand to the bank. The bank shall be entitled to give immediate effect to the following transaction instruction on the banks ATMs (or any other vendor in partnership with the bank).
- To effect a debit or credit to the customers' account
- To display the current balance on the customers' account up on the terminal
- To give an account statement to the cardholder and
- Such other transaction instructions given through the use of the bank's debit card facilities from time to time made available by the bank whether in Kenya or elsewhere to the cardholder.
- All withdrawals at Spire Bank mandatee Automated teller machines will be subject to the daily withdrawal limit. In absence of manifest error, the bank's records as to any transaction instructions or their consequences thereof shall be conclusive
- 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 prevent the loss of and/or use of his card or PIN by any third party. A cardholder in 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.
- If a card is lost or stolen or in 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.
- The card is neither cash nor a cheque guarantee and the card holder shall not represent the card as such.

### 3. CUSTOMERS ACCOUNT

- 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. The customers' account shall not be overdrawn by giving of transaction instruction.

### 4. CANCELLATION OF CARDS

- The cardholder (s) may at any time cancel his/her card by returning it to the bank
- The bank may at any time cancel a card notice, assigning any reason and without incurring any to the cardholder(s)
- The cardholder (s) must not use or attempt to use the card after any notification of its cancellation or withdrawal has been given.

### 5. REPLACEMENT OF CARDS

- If a cardholder(s) losses or changes his/her card, the bank may at its discretion issue a replacement card as the cardholder(s) may require.

### 6. FEES

- In respect of each cardholder the bank shall be entitled to charge and debit from the customers' account such as it may from time to time notify the cardholder (s) including but without limitation a service fee of an amount to be prescribed by the bank from time to time for the use of the card.

### 7. LIABILITY OF CARDHOLDER

- The cardholder (s) shall be fully liable in respect of each transaction instruction given by use of his/her card. Transaction instruction must be given in such a way that any confidential information displayed on 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
- The cardholder should not hold the bank liable, responsible or accountable in any way whatsoever arising out of the use of the ATM

### 8. CIRCUMSTANCES BEYOND THE CONTROL OF THE BANK

- The bank shall have no liability to perform an obligation under the cardholder agreement due to anything whatsoever outside the control of the bank, its agents or subcontractors.

### 9. AMENDMENT

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

### 10. LAW

- These terms and conditions shall be constructed and the provision the Spire Bank Kentswlth Debit card facilities shall be regulated in accordance with the laws of Kenya for the time being in force.

### 11. DISCLAIMER

- The Bank will not be liable for any interruption, malfunction, downtime or other failure of goods and services provided by third parties, including without limitation, third party systems such as the public: switched telecommunication service providers, electricity suppliers, local authorities and certification authorities or any other event over which the Bank has no direct control.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_