

Subject to any other agreement made in writing between First Community Bank Limited (the "Bank") and the Account holder (the "Customer"), the relationship between the Bank and the Customer shall be governed by the following terms and conditions.

#### DEFINITIONS

**1. Account:** Means current or savings Account (together with a finance facility and Card if the Customer has qualified for these additional services). These Terms and Conditions apply to the Customer even if the name on the Account is not the same as the Customer's name.

**2. Applicable Regulations** means all applicable laws, rules and regulations as in force from time to time including without limitation the Foreign Account Tax Compliance Act (FATCA) or analogous law in any relevant jurisdiction, any anti-money laundering legislation, any data protection legislation and any rules of a relevant regulatory authority in the jurisdiction in which an account is opened.

**3. Bank or FCB** refers to First Community Bank Limited of Post Office Box Number 26219 – 00100 Nairobi, and the registered office situate at FCB Mirhāb Building Kilimanjaro, Nairobi.

**4. Card:** Means a plastic multi-purpose Card which the Customer may use as a cash withdrawal Card or debit Card.

**5. Calculation Date:** Means the last working day in each calendar month.

**6. Calculation Period:** Means a monthly period equivalent to a calendar month.

**7. Customer:** Means the person or persons signing/reading the account application form (which includes an individual, company, partnership, association or trust) under whose name(s) the Account will be opened and operated and established with the Bank. If the Customer Account is held jointly, these Terms and Conditions and the special conditions (if applicable) apply to the entire Customers individually as well as jointly.

**8. Drawer:** means the person named on a cheque book and who is the Bank's Customer writing a cheque in favour of a Payee.

**9. Finance:** Means the loan facilities described in the Bank's brochures to be available in its branches from time to time.

**10. Joint:** Means two or more Customers.

**11. Mandate:** means the document which authorizes the conduct of the Customer's Account by setting out the specimen signatures of those who can operate the Account.

**12. Payee:** Means the person named on a cheque to which the amount described on the cheque is to be paid.

**13. Personal Information:** Means personal and financial information about the Customer that the Bank obtains from the Customer from the Banks own credit or anti-fraud checks or from third parties such as credit reference agencies, fraud protection agencies or other organizations.

**14. PIN:** Means a "personal identification number" and is a confidential number which allows the Customer to use their Card to buy things, withdraw cash and use other services at self-service machines.

**15. Return:** means in respect of each Calculation Period, the gross return less any tax which is to be deducted pursuant to Special Conditions and Terms and Conditions of the Savings Account.

**16. Savings Account:** Means the Customers savings Account. The Bank's Terms & conditions apply to the savings Account even if the name on the savings Account or the number changes.

**17. Self-service machines:** Means an automated teller machine (ATM) or free-standing machine at which the Customer can use their Card to get cash, information and other services.

**18. Shariah Supervisory Board:** means the Board comprising of eminent religious scholars established by the Bank to advise us on the Shariah rules and principles on which an Account and all Bank products and services operate.

**19. Special Conditions:** means the special conditions that govern any additional facilities such as savings Account, finance facility or any other product or service that the Customer may apply for.

**20. Tariff list:** Means the list of charges, costs, fees or other expenses which apply to the Customer's Account and which are given to the Customer upon request.

**21. Terms and Conditions:** means these general terms and conditions that govern the Customer's Account described in this document.

**22. Withdrawal:** Means a withdrawal from the Customer's Account which is only completed once the Bank has processed the Customer's request to draw money out of the Account.

**23. Working Day:** Means any day on which Bank is open for business.

#### Account opening

**Availability**  
We may at our sole and absolute discretion decline to establish an account relationship with any applicant for an account. We will be under no obligation to communicate the reason for our decision to the applicant.

In applying to us to establish an account relationship you are agreeing to complete the Account Application Form fully and truthfully. At account opening and at any time throughout the lifetime of the account, you are also agreeing to provide us with any supplementary documentation and information we may request from time to time in order to undertake our due diligence obligations as required under the Applicable Regulations. You are also agreeing to provide us with any documentation and information we may request from time to time where you appoint a third party as a signatory on your account in order for us to undertake such due diligence requirements.

Applicants must be at least 18 years of age to open an account with us or to be a party to a joint account.

**Consent**  
You authorize us to treat any communication which we reasonably believe is made (whether over the telephone, by post or otherwise) by you or otherwise notified to us as having been made by you, without further enquiry.

We give no undertaking, warranty or representation that access will always be available by telephone or any means of electronic communication during normal operating hours.

You consent to receiving information from us by means of our website, www.firstcommunitybank.co.ke where it is appropriate for us to provide information in this manner.

All communications by telephone may be recorded.

We will be entitled, but not obliged, to communicate with you electronically.

Instructions from you to us by any form of electronic communication will only be accepted at our discretion where we hold a signed request and indemnity from you in relation to accepting instructions by means of the particular form(s) of electronic communication. Such indemnities are included for your consideration and signing in the application forms for accounts with us.

We may decide, at our sole and absolute discretion, to act or decline to act on general enquiries received via email or other electronic communications.

**Instructions**  
Your agreement to accept and act on your instructions, even if carrying out these instructions creates a debt on your account.

We may at our sole and absolute discretion delay or refuse to act on any instruction (including instructions to pay out of an account) or accept a payment into an account if we reasonably believe that: you do not give the instruction;

- we are unable to authenticate to our own satisfaction the source of the instructions;
- the instructions are unclear, incomplete or not in the required form;

13.4. If one Account holder dies the Bank will require the Customer to provide the Bank with a certified copy of the death certificate or at the Bank's sole discretion a duly certified copy of the High Court of Kenya's Certificate of Confirmation of Grant. The surviving Account holder or holders have full authority to instruct the Bank on matters relating to the Account, including the payment of any credit balance, and will be responsible for any obligations connected with the Account, including payment of any debt balance.

**4. Depositing money into the Customer's Account**  
The Customer may deposit money into the Customer's Account by depositing cash or cheques at one of the Bank's branches or by transferring money directly into the Customer's Account, through electronic

- there is a security or other legal reason to do so;
- complying would be contrary to any law, regulation, code or other instrument applicable to us;
- it would cause you to exceed any limit or restriction which applies to your account;
- doing so might expose us to action or censure from any government, regulator or law enforcement agency; or
- it is for a payment to or from, or you are trying to make a card payment to, a limited number of countries (we will tell you which countries if you ask us).

13.5. If we delay or refuse to make a payment, we will notify you and if possible give our reasons for doing so (unless a legal reason or certain other limited circumstances beyond our control prevent the provision of this information). You can also contact us to find out why we have delayed or refused to carry out your instruction. In the event that we exercise our discretion in the above circumstances, we shall not be liable for any loss, direct or indirect, arising as a consequence of us not making such a transfer from or accepting a payment into an account.

**Application of monies**  
Subject to these Terms, monies introduced by you, or by any other person or entity on your behalf or for your benefit, will be applied to the account.

In the event that our due diligence obligations cannot be completed to our satisfaction, any monies received from you or on your behalf may be returned to the remitter at our sole and absolute discretion at any time. We, and our directors, officers and employees shall not be liable for such monies or losses arising from us sending money back and/or you indemnify all of the aforesaid in respect of losses sustained and / or any costs otherwise incurred through funds being returned to the remitter for whatever reason

**1. Shariah Compliance**  
1.1. Both the Bank and the Customer agree to be bound by the rules and the guidance of the Shariah Supervisory Board with respect to all matters relating to the interpretation and application of Shariah to the Account.

1.2. Credit balances in the current Account shall, according to the principles of Shariah, be deemed as a Qard Hassan (loan without Return) to the Bank, on demand the Bank undertakes to pay the credit balance in full to the Customer.

1.3. Details of the members of the Bank's Sharia Supervisory Board can be found on the Bank's website www.firstcommunitybank.co.ke

**2. The Customer's Account and the facilities available**  
2.1. To open an Account with the Bank and/or obtain finance, the Customer must be at least 18 years of age. Before the Bank is able to open an Account for the Customer the Bank may ask for proof of identity and address.

2.2. The specimen signature of the Customer, registered with the Bank, shall be deemed as the basis for dealing with the Customer's Accounts and shall remain effective unless amended or cancelled. Such amendment or cancellation shall be valid only on the next working day following the day of receipt of such instructions by the Bank.

2.3. Bank charges and fees may vary according to the type of service that the Bank provides to the Customer and the type of Account that the Customer has with the Bank. When the Customer opens an Account with the Bank, upon the Customers request the Bank will provide the Customer with the Bank tariff list. The Customer may further visit the Bank's website, for a perusal of such tariffs.

2.4. An Account may only be operated by the Customer or by those who are authorized in accordance with the completed mandate forms given to the Bank. If the Customer wishes another person to operate the Account, the Bank will accept a completed and signed power of attorney that is signed in accordance with the customer's authority held with the Bank in front of the Bank's officer in charge. For purposes of Joint Accounts all Account members must sign if to authorize a non Account member to operate the Joint Account.

2.5. The Individual Personal Account cannot be used as a business Account, if the Customer wishes to open a business Account for financial matters the Customer should apply for a business Account.

2.6. The Bank will only open an Account once the Bank has received a duly completed application form (together with any other documents and information that the Bank may have requested) from the Customer and carried out any searches that the Bank consider appropriate. The Bank reserves the right to decline opening an Account in its sole discretion and if the Bank refuses to open an Account, the Bank will not be obliged to explain reasons for such refusal.

2.7. The Bank does not permit overdrafts, so the Customer must not allow Accounts to become overdrawn. You are therefore not authorized to enter into Transactions to a value in excess of the credit balance (if any) of the Account unless it has been previously agreed with us. We will charge a fee on the Account in respect of unauthorized overdrawing on the Account and such fees will be charged in accordance with our Tariff List.

**3. Joint/ Partnership/ Limited Liability Company Accounts**  
3.1. The Customer may apply for an Account to be opened in joint names for a Joint Partnership or Limited Company. These Terms and Conditions shall apply to all members of such a company or partnership jointly and severally. Since such a Joint Account shall be operated jointly, the Bank may disclose any information that one of the Customer gives to the Bank in connection with the Customer's Account to the other.

3.2. A Joint Account can be operated by any one of the mandated Customer independently of the other Account holder or holders. This means that depending on the mandate, any Account holder may issue Cheques Use a Card or give other banking instructions. The actions taken and or instructions given to the Bank by any one of the Customer will be binding on the other Account holder or holders without having to make any further enquiries. However the Bank reserves the right to call any of the other Joint Account holders to confirm any transactions on such an Account.

3.3. In the event of a dispute as regards cancellations of a Joint Account's mandate / instructions on who should operate the same, the Bank shall treat such dispute as notice to cancel all Account transactions on such circumstances. The Bank will ask the Customer to return any Cards and unused cheques associated with the Customer's Account. Until all Cards and cheques are returned, Card and cheque transactions will continue to be deducted from the Customer's Account and all of the Customers will be responsible for such transactions individually as well as jointly. The Bank shall however remain fully indemnified against any losses, claims, or suits incurred by reason of not making any payments to a third party in the event that such a Joint Account has a disputed matter outstanding.

3.4. If one Account holder dies the Bank will require the Customer to provide the Bank with a certified copy of the death certificate or at the Bank's sole discretion a duly certified copy of the High Court of Kenya's Certificate of Confirmation of Grant. The surviving Account holder or holders have full authority to instruct the Bank on matters relating to the Account, including the payment of any credit balance, and will be responsible for any obligations connected with the Account, including payment of any debt balance.

**4. Depositing money into the Customer's Account**  
The Customer may deposit money into the Customer's Account by depositing cash or cheques at one of the Bank's branches or by transferring money directly into the Customer's Account, through electronic

transfers. Deposits by third party into the Customer's Account will be accepted without any responsibility to the Bank.

4.2. If a cheque is returned unpaid the Bank will deduct the returned unpaid amount from the Customer's Account and may inform the Customer that this has been done. The Bank may lodge the cheque with the Drawer's Bank or the Bank may return it to the Customer. The Bank may charge the Customer a service fee if the Bank has to do this.

4.3. We shall use the funds deposited with us by you in the account Shariah compliant activities and you hereby authorize us to use the said funds accordingly to generate income for the Bank, however your money will be available to you on demand.

4.4. We shall use the funds deposited with us by you in the account Shariah compliant activities and you hereby authorize us to use the said funds accordingly to generate income for the Bank, however your money will be available to you on demand.

4.5. Cheques/Drafts drawn to the order of Customer deposited into the Account shall be accepted as collection item unless agreed otherwise by the Bank and in accordance with the Banking practices prevailing. The Bank has the right to reject cheques / draft or any other securities drawn to the order of a third party. The Bank maintains the right to debit any Account with any unpaid and non collected items in addition to Bank's charges without assuming any responsibility in case of non collection of such items.

5.2. Drawing against any cheques under collection shall only be allowed after the actual realization

5.3. The Bank shall pay the actual value of an inward telegraphic transfer /SWIFT remittances, drafts and Bank cheques received in favour of the Customer after deducting the Banks commission and charges

5.4. The Customer agrees that the purchase by the Bank of a draft(in foreign currency)issued previously by the Bank at the request of the Customer; shall be at the discretion of the Bank and at the prevailing exchange rate on the day of purchase after deducting the commission and charges of the Bank.

5.5. The Bank shall credit all the inward remittances and drafts of the Customer in the Customer's Account in the currency of such Account unless the Bank receives instructions contrary there to from the Customer and the deposit shall be at the exchange rate prevailing on the same day of the deposit.

5.6. The Bank shall have the right to reject payment of any draft or transfer if the name of the beneficiary and /or his/ her Account number does not match the Bank's records or for any other reasons.

5.7. All the transfers effected by the Bank according to the Customer's instructions shall be at the Customer's expense and responsibility and the Bank shall not be responsible if the amount credited to the Customer's Account is reduced due to the charges or decline in value. The Bank shall not be responsible if the Customer is unable to encash the funds on Account of any restrictions issued by the concerned authorities.

5.8. The Bank and its correspondents are not liable for the consequences of any irregularity, delay, mistake, telegraphic error, omission or misinterpretation that may arise from and against any loss which may be incurred through its correspondents failing to properly identify the persons named in the instruction overlaid or retaining the funds should the Bank or its correspondents deem such retention expedient pending information on the identity of any person or of the above instruction by a letter or otherwise.

5.9. Should all or any of the transfers be unpaid and refunded to the Bank, the Customer can only claim the value thereof at the buying rate of the day when the refund takes place. The refund cannot be effected until the Bank has received a debit advice from its correspondent and the funds are unpaid and that the original instructions have been cancelled.

5.10. The Bank may close the Customer's Account or blacklist the same for issuing of four (4) or more cheques against no funds in the relevant Account within a period of six (6) months.

**8. Lien and Set-off**  
The Bank reserves the right to set off any deposits which the Bank is holding (or entitled to receive) on the Customer's behalf in order to meet any liabilities which the Customer may have incurred with the Bank, including liabilities incurred by way of fees and/or charges. Any liabilities still outstanding after set off will remain the Customer's responsibility. The Bank reserves the right to retain or make deductions from, amounts that the Bank owes to the Customer or are holding for the Customer where the Customer has failed to discharge the Customer's liabilities to the Bank howsoever arising.

9. Foreign transactions  
If the Customer carries out a Card transaction whilst abroad and in a currency other than the Kenya Shillings, the Bank will convert the foreign currency into Kenya Shillings before debiting the Customer's Account. A commission charge for 'exchanging' currencies may be payable if the Bank has to arrange for such conversion with a third party, the Bank shall debit the Customer's Account with such charges and femize on the Customer's next statement.

10. Statements of Account  
10.1. Statements of Account will be sent to the Customer semi annually for savings Accounts and monthly for current Accounts (unless otherwise agreed) or if required by law or any regulation. If the Customer has a Joint Account, the Bank is required by law to send all Customers a separate statement unless the Joint Account holders inform the Bank in writing to send only one statement and to which Account holder.

10.2. Apart from sending the Customer a regular statement, the Customer may request, at a cost, a mini-statement at any of the Bank branches. The Bank will require the Customer to produce proper identification before the Bank gives you any Account information.

10.3. Upon receipt of the Customer's statement, the Customer should check it to make sure that all entries are correct. If the Customer thinks an entry is wrong, the Customer should inform the Bank immediately so that the Bank can investigate the entry for the Customer and resolve the matter.

10.4. Bank will ensure that all transactions on the Customer's Account are properly recorded. If however for any reason, there is a genuine mistake or error in the recording of any transaction (either a credit or a debit transaction), the Bank will rectify the mistake and/or error by taking such action as may be appropriate which may include recovering sums wrongly paid or credited to the Account. In such situations the Bank will not require authorization from the Customer to debit the Customer's Account.

10.5. Bank may stop sending the advices or statements of Account if they are returned twice to the Bank as undelivered.

11. Additional services  
The Bank may under certain circumstances restrict debts on your account without your express authority. The circumstances may include when:

i. the Bank has been served with a court order by a court of competent jurisdiction directing the same;

ii. the Bank has been served with an agency notice by any governmental or regulatory authority such as the revenue authority;

iii. the Bank is made aware of any dispute in the running of the account;

iv. the bank has cause to believe the account is being used for fraudulent, suspicious, illegal or irregular activity such as identity theft;

v. the Bank has without success sought to obtain relevant documents relating to the account holder or the nature of certain transaction (s); or

vi. any other case that the Bank is legally bound

14. Notices and change of address  
14.1. The Bank will send all written notices, letters and statements to the address last known to the Bank. Written notices will be deemed to have been received five working days after they have been sent by the Bank. If the address last known to the Bank is abroad the period will extend to fourteen working days.

14.2. As communicating with the Customer is important, vital the Customer must advise the Bank immediately in writing if the Customer's address changes. If the Customer fails to advise the Bank of a change of address and the Bank incurs costs as a result, the Customer may have to reimburse the Bank for those costs.

14.3. Notices given by either the Customer or the Bank under these Terms and conditions will only be valid if given in writing.

15. Privacy and Data Protection  
15.1. The Bank will treat all the Customer's Account details and Personal Information as private and confidential (even when the Customer is no longer a Customer). The Bank will not reveal the Customer's name, address or any details of the Customer's relationship with the Bank to anyone, other than in the following exceptional cases:

i. where the Bank has to give information under the law and Applicable Regulations;

ii. where the Bank has to give information to the law and Applicable Regulations;

iii. where the Bank has to give information to the law and Applicable Regulations;

iv. where the Bank has to give information to the law and Applicable Regulations;

v. where the Bank has to give information to the law and Applicable Regulations;

vi. where the Bank has to give information to the law and Applicable Regulations;

vii. where the Bank has to give information to the law and Applicable Regulations;

viii. where the Bank has to give information to the law and Applicable Regulations;

ix. where the Bank has to give information to the law and Applicable Regulations;

x. where the Bank has to give information to the law and Applicable Regulations;

xi. where the Bank has to give information to the law and Applicable Regulations;

xii. where the Bank has to give information to the law and Applicable Regulations;

xiii. where the Bank has to give information to the law and Applicable Regulations;

xiv. where the Bank has to give information to the law and Applicable Regulations;

xv. where the Bank has to give information to the law and Applicable Regulations;

xvi. where the Bank has to give information to the law and Applicable Regulations;

xvii. where the Bank has to give information to the law and Applicable Regulations;

of these Terms and Conditions and the Bank shall presume the Customer's acceptance of the conditions attendant to issuance of a cheque book and operation of an Account.

7.6. Cheques can be presented for payment by the Payee up to six months after the date written on the cheque. The Bank does not usually pay amounts from the Customer's Account if the cheque is presented after this period although the Bank may in its sole discretion honour the cheque if presented for the first time where the self-service machine offers this service. The Customer will be able to use the same PIN to make transactions with the Card.

7.7. The cheque book and all cheques remain the Bank's property and must be returned to the Bank on demand. The Bank will not usually ask the Customer to return the Customer's cheque book or the unused cheques unless something has happened to them for the purposes where the Customer has breached these conditions or the Bank believes that the cheques are being used for fraudulent purposes either by the Customer or by someone else.

7.8. The Customer may request to "stop" the payment of one of the cheques by contacting the Bank by telephone to be followed by a written and signed request or by visiting the Customer's local branch. There are certain circumstances where the Bank may not be able to "stop" the payment such as where the Bank has already made a payment.

7.9. When the Customer contacts the Bank with an instruction to "stop" a cheque the Customer must give the Bank as much information as possible about the cheque. The Customer would like to be "stopped". The Bank will need to know who the Payee is, the cheque number, the amount and the date written on the cheque. A service fee is charged by the Bank for "stopping" a cheque unless the Customer's request is because the cheque book has been stolen.

7.10. The Customer must inform the Bank immediately when they become aware that their cheque book or any cheques have been lost or stolen, or if the Customer thinks someone has altered one of their cheques. Once the Customer has informed the Bank, the Bank shall cancel the Customer's unused cheques and issues the Customer with a new cheque book. If the Customer later finds the missing cheque book, the Customer must return it to the Bank for destruction.

7.11. If the Customer suspects that a cheque or several cheques have been used fraudulently, the Customer must inform the police immediately. The Customer further and hereby agrees that by reason of the Customer's cheque book or cheques(s) being lost, stolen or used fraudulently, the bank may disclose information relating to such fraudulent use and the Customer's Account details generally to the police or relevant authorities for purposes of further investigations on the fraudulent activity.

7.12. The Bank may close the Customer's Account or blacklist the same for issuing of four (4) or more cheques against no funds in the relevant Account within a period of six (6) months.

**8. Lien and Set-off**  
The Bank reserves the right to set off any deposits which the Bank is holding (or entitled to receive) on the Customer's behalf in order to meet any liabilities which the Customer may have incurred with the Bank, including liabilities incurred by way of fees and/or charges. Any liabilities still outstanding after set off will remain the Customer's responsibility. The Bank reserves the right to retain or make deductions from, amounts that the Bank owes to the Customer or are holding for the Customer where the Customer has failed to discharge the Customer's liabilities to the Bank howsoever arising.

9. Foreign transactions  
If the Customer carries out a Card transaction whilst abroad and in a currency other than the Kenya Shillings, the Bank will convert the foreign currency into Kenya Shillings before debiting the Customer's Account. A commission charge for 'exchanging' currencies may be payable if the Bank has to arrange for such conversion with a third party, the Bank shall debit the Customer's Account with such charges and femize on the Customer's next statement.

10. Statements of Account  
10.1. Statements of Account will be sent to the Customer semi annually for savings Accounts and monthly for current Accounts (unless otherwise agreed) or if required by law or any regulation. If the Customer has a Joint Account, the Bank is required by law to send all Customers a separate statement unless the Joint Account holders inform the Bank in writing to send only one statement and to which Account holder.

10.2. Apart from sending the Customer a regular statement, the Customer may request, at a cost, a mini-statement at any of the Bank branches. The Bank will require the Customer to produce proper identification before the Bank gives you any Account information.

10.3. Upon receipt of the Customer's statement, the Customer should check it to make sure that all entries are correct. If the Customer thinks an entry is wrong, the Customer should inform the Bank immediately so that the Bank can investigate the entry for the Customer and resolve the matter.

10.4. Bank will ensure that all transactions on the Customer's Account are properly recorded. If however for any reason, there is a genuine mistake or error in the recording of any transaction (either a credit or a debit transaction), the Bank will rectify the mistake and/or error by taking such action as may be appropriate which may include recovering sums wrongly paid or credited to the Account. In such situations the Bank will not require authorization from the Customer to debit the Customer's Account.

10.5. Bank may stop sending the advices or statements of Account if they are returned twice to the Bank as undelivered.

11. Additional services  
The Bank may under certain circumstances restrict debts on your account without your express authority. The circumstances may include when:

i. the Bank has been reported lost or stolen;

ii. the Bank has reason to suspect it has been lost or stolen;

iii. the Customer or other Card holders to the Account have breached the conditions and

iv. Taking Account of all other transactions the Bank has authorised, including those not yet charged to the Account, there are insufficient funds available in the Account.

12.3 The Customer will not be responsible for a Card or PIN being used after the Customer has reported to the bank that it is lost, stolen or might be used by someone else (unless it is used by the Customer or on the Customer's behalf).

12.4 If the Card is used before the Customer receives it, the Customer will not be responsible for any charges against the Card unless the Customer has acted fraudulently or without reasonable care.

12.5 The Bank shall not accept liability if the Bank cannot provide any of the services in respect of the Card for a reason beyond the Bank's control which include but not limited to: industrial strikes or action, acts of God and nature, power failure or network failure or non availability of cash in the automated teller machines.

12.6 If the Customer loses the Card, or it is stolen / misplaced or the Customer think that someone else might use it, or any other reason that would make the Customer suspect that the Card may be used by an unauthorized user, the Customer must inform the Bank immediately at any of the Bank branches of such an event to enable the Bank take the necessary precautionary measures.

12.7 If the Customer does not recognize a Card transaction which appears on the Customer's statement, the Bank will give the Customer more details if the Customer asks the Bank. In some cases, the Bank will need the Customer to give the Bank confirmation or evidence that the Customer has not authorised a transaction. The Bank shall however not be liable for any loss incurred by the Customer by the report of a lost, misplaced or stolen Card whether the same has been reported or not.

12.8 If the Customer loses the Card, or it is stolen / misplaced or the Customer think that someone else might use it, or any other reason that would make the Customer suspect that the Card may be used by an unauthorized user, the Customer must inform the Bank immediately at any of the Bank branches of such an event to enable the Bank take the necessary precautionary measures.

12.9 All times, the Customer must:

i. keep the Card together with any cheque book for their Bank Accounts; ii. keep the Card safe and to prevent it from being lost, stolen or used by anyone else;

iii. not inform or show anyone the numbers printed on the Card.

12.10 The Customer must take all reasonable steps to keep the PIN secret at all times and the Customer must:

i. Immediately destroy the PIN Plaster upon receipt and memorize the PIN

ii. Not to write down the PIN on the Card or anything usually kept with it.

iii. If the Customer does write down the PIN, the Customer must disguise it so that no one will know that it is a PIN.

12.11 The Bank may replace the Card (including re-numbering) at any time.

12.12 Where a retailer or supplier of services asks the Bank for authorisation before accepting payment by the Card, the Bank may decide not to give authorisation if:

i. the Card has been reported lost or stolen;

ii. the Bank has reason to suspect it has been lost or stolen;

iii. the Customer or other Card holders to the Account have breached the conditions and

iv. Taking Account of all other transactions the Bank has authorised, including those not yet charged to the Account, there are insufficient funds available in the Account.

12.13 The Customer will not be responsible for a Card or PIN being used after the Customer has reported to the bank that it is lost, stolen or might be used by someone else (unless it is used by the Customer or on the Customer's behalf).

12.4 If the Card is used before the Customer receives it, the Customer will not be responsible for any charges against the Card unless the Customer has acted fraudulently or without reasonable care.

12.5 The Bank shall not accept liability if the Bank cannot provide any of the services in respect of the Card for a reason beyond the Bank's control which include but not limited to: industrial strikes or action, acts of God and nature, power failure or network failure or non availability of cash in the automated teller machines.

12.6 If the Customer loses the Card, or it is stolen / misplaced or the Customer think that someone else might use it, or any other reason that would make the Customer suspect that the Card may be used by an unauthorized user, the Customer must inform the Bank immediately at any of the Bank branches of such an event to enable the Bank take the necessary precautionary measures.

12.7 If the Customer does not recognize a Card transaction which appears on the Customer's statement, the Bank