

NAINITAL BANK ATM CARD- TERMS & CONDITIONS

In the following terms and conditions to which the ATM CARD will be subject, 'Bank' means The Nainital Bank Limited, 'ATM Card' means Card issued to the Cardholder by the Bank which may be used to effect banking transactions on Automated Teller Machines (ATMs) or otherwise. 'Card Holder's Account' shall mean any account maintained by the Card Holder in respect of ATM and 'PIN' shall mean the Personal Identification Number.

1. A personal Savings/Current Account will have to be opened if not already in operation to avail the facility of the ATM-Card. Card will not be issued to minor account and accounts operated by "joint signatures". All the holders of the joint account may individually avail the facility of the ATM Card or change the mode of operation to "any one".
2. The Card shall remain the property of the Bank and Card Holder will return the Card unconditionally and immediately at the request by the Bank.
3. The Card shall be used by the Cardholder and it is not transferable and cardholder should take all necessary precaution to ensure the safety of the Card.
4. The Bank reserves the right to cancel the Card and stop its operation at any time without prior notice to the Card Holder.
5. Each Card Holder will be given a PIN which will be provided in a sealed and tamper proof PIN Mailer at the time of card issue. The PIN Mailer must be collected in person by the Card Holder from the ATM Officer of his/her Branch. Card Holder must change the PIN immediately upon the Bank issuing the PIN Mailer. The PIN can be changed anytime by the Card Holder.
6. The PIN should be kept secret by the Card Holder. The Card Holder shall not inform /disclose to any person and any other circumstances whether voluntarily or otherwise. The Card Holder shall not keep any written record of his PIN in any place or manner which may, enable a third party to use the Card. The Card Holder shall be fully responsible for all transactions put through by the use of the Card whether or not with the knowledge/ authority of the Card Holder.
7. The Card Holder will be responsible for all transactions effected by the use of the ATM Card whether authorized by the Card Holder or not and shall indemnify the Bank for all losses / damages caused by any unauthorized use of the ATM Card or related Personal Identification Number(PIN).
8. The record of the Bank for transactions put through the ATM shall be conclusive and bindings for all purposes unless verified otherwise and corrected by the Bank.
9. a) Transaction fees for cash withdrawal/balance inquiry and/or wherever applicable, will be debited to the account at the time of posting the cash withdrawal/balance inquiry or wherever applicable and
b) The charges/Fees applicable on the usage of the ATM Card maybe revised/changed by The Nainital Bank Limited from time to time without prior intimation to the Card Holder.
10. Maximum withdrawal allowed per ATM Card will be Rs. 15,000/- per day through ATM subject to available balance in the account of card holder. Card Holder's account will be debited for the withdrawal effected using the ATM Card. The Card Holder should keep sufficient funds in the account of card holder to meet any such transaction.
11. Deposit of cash or cheque will be subject to verification by the Bank. In case of cash, credit will be given on the next working day. In case of cheques, it will be on the date of realization. The verification by the Bank in these cases will be conclusive and binding for all purposes. The receipt issued by the ATM at the time of deposit only represents what the Card Holder purports to have deposited and will not be binding on the Bank and the Bank will not be responsible for the contents thereof.
12. Card issued will be valid for a period of 10 years subject to payment of renewal fees every year .New ATM Cards will be issued one month prior to the expiry month. In case the Card Holder is not willing to renew his Card, prior intimation should be provided to the Bank.
13. The Card Holder should immediately notify the Bank if the Card is lost/stolen or PIN is forgotten or accidentally divulged or any other reason. Notification shall be given in writing and will become operative only from the time such instructions are received. The Bank shall bear no loss or damage arising from the misuse of the ATM Card and related PIN howsoever for all transactions effected by the use of the ATM Card until such notification.
14. Duplicate cards will be issued against loss or damaged card on a case-to-case basis and against on indemnity executed in favour of the Bank.
15. The Bank shall not be liable for any failure to provide any service or to perform any obligation under this facility where such failure is due to any malfunction of the ATM or the Card, any dispute or other circumstances beyond its control.
16. The Card Holder willing to terminate the use of Card shall give the Bank not less than 15 days prior notice in writing and surrender the Card to the Bank. He / She shall be allowed to close the designated account only after the expiry of the notice period.
17. The Card Holder shall surrender the Card to the Bank for cancellation if the facility is withdrawn by the Bank. The reason for withdrawal shall not be questioned by the Card Holder. The decision taken by the Bank for withdrawing the Card shall be final.
18. Bank shall not be responsible or liable in any manner whatsoever for any deficiency or inadequacy of service rendered by any service provider.
19. Bank reserves absolute right to delete, and to alter any of the terms and conditions at any time without giving any notice.
20. The powers and authorizations conferred on the Bank are irrevocable.

(Signature of Applicant)