



The Mangalore Catholic Co-operative Bank Ltd

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TERMS AND CONDITIONS FOR THE ISSUANCE AND USE OF ATM CARD

1. **Meaning :**

- The term Bank refers to "THE MANGALORE CATHOLIC CO-OPERATIVE BANK LTD." In Short "MCC BANK LTD".
- "ATM" refers to the "Automated Teller Machine" installed at the branch of the Bank.
- 'Card Holder' refers to the Authorized User of 'ATM Card'.
- "ATM Account" refers to the Account on which ATM Card will be issued.
- The 'CIB' refers to Card Issuing Branch of the Bank.
- 'EDP' refers to Electronic Data Processing Cell at Head Office of the Bank.

As the context may require, words herein denoting singular only shall be deemed to include the plural. Any notice thereunder to any such person shall be deemed effective notification to all such persons. If the person who signs and agrees to be bound by terms and conditions is female as the context may require, words herein denoting the male gender also shall be deemed to mean / include the female gender.

2. **ATM - Account Eligibility**

- a) A satisfactorily operated Savings or Current A/c as approved by the bank to be eligible for ATM Card shall be referred to as "ATM Account".
- b) The card holder shall give the reference of such account(s) held by him in writing on the application form for the issue of "ATM Card"
- c) A minor's account or an account in which a minor is a joint account holder, shall not be eligible for becoming "ATM Account"
- d) An account operated under joint signature(s) shall not be eligible for becoming "ATM Account"

3. Joint Accounts: In case of joint accounts, where only one card is issued to a joint account holder, the other joint account holders shall expressly agree with and give his unconditional consent on the application form for issue of ATM Card and having signed on the application shall be, presumed to have consented, agreed & accepted the terms & conditions of ATM Card and liable for all such transactions. If more than one person signs and agrees to be bound by terms and conditions, the obligations of such person thereunder shall be joint and several.

4. **ATM-PIN (Personal Identification Number)**

- a) **PIN-Select:** Each ATM card holder shall select his or her "Personal Identification Number (PIN)" to gain access to the ATM services and to operate ATM account. Under no circumstances the PIN will be disclosed or open to any third party. The Card holder should memorize his PIN and maintain its secrecy to avoid any misuse and keep custody of ATM card safe and inaccessible. The card holder shall be solely responsible for consequences arising out of disclosure of his PIN and / or unauthorized use of ATM card and shall be liable for any increased liability which he may incur on account of unauthorized use of PIN & ATM card.
- b) **PIN Change:** ATM card shall be issued to any account holder in respect of ATM Account as approved by the BANK to enable him to operate the ATM. The card holder shall get the Card initially validated with the Personal Identification Number (PIN) in separate

envelopes. It is strongly recommended that the card holder 1) to change his PIN immediately after first access and also periodically, 2) to change his PIN if he suspects it is no longer confidential, 3) to select a non-easily guessable PIN.

- c) **PIN Safety:** If incorrect PIN fed to ATM Machine for more than three occasions the system will restrict the use of card. If ATM card remains unretrieved, it is assumed having forgotten the ATM will safely retain the card. In the above circumstances ATM Account holder should approach Branch Manager of the concerned Branch for its retrieval.

5. **ATM Card Safety:** It is the sole responsibility of card holder to preserve the card in good condition. Always ensure to keep ATM card safely in plastic pouch to prevent any physical damage to magnetic strip and not expose it to magnetic fields, heat, water and dust any time. If the card is broken or unreadable it will be considered as invalid card and new card will be issued on receipt of application from the card holder along with surrender of such invalid card for cancellation, subject to normal fees applicable.

6. **ATM Card Validity:** The ATM Card will be valid maximum for a period of Five years from the date of issuance of card. However, Validity period will be calculated on basis of months & not on date.

7. **ATM Features:** The facilities offered under ATM shall include :

- a) Withdrawal of cash by the card holder may withdraw Minimum of Rs. 100 and Maximum of Rs.25,000 per day, subject to the daily limit fixed by the Branch.
- b) Any deviation in this regard may attract additional charges.
- c) Annual charges will be applicable as per the tariff issued by the Management.

8. **Minimum Balance:** Minimum balance at all times in account shall have to be maintained as may be specified by the Bank from time to time. The Bank has discretion to levy penal interest or service charges as per Bank's rules from time to time. If minimum balance is not maintained at any time, the bank reserves the right to discontinue ATM card facility without giving any further notice and / or without incurring any liability or responsibility whatsoever by withdrawal of such facility.

9. **Fees:** All fees related to the ATM facility as determined by the BANK from time to time shall be payable forthwith on issuance of card and recovered by debiting the Card holders account if not paid in cash. In case of insufficient balance to debit account Bank has full right to stop the operation of ATM card and/or to cease account or Bank shall withdraw the ATM card facility.

10. **Non transferability:** ATM card is non-transferable under any circumstances.

11. **Overdraft:** If any transaction made using the ATM card result into an overdraft in the ATM account, penal interest for the overdrawn amount shall be charged as per the prevailing interest rate structure and Bank reserves the right to stop ATM facility.

12. **Loss of Card:** In case of loss or theft of the ATM card the card holder shall intimate issuing Branch immediately on same date in writing of loss/theft of ATM Card. The card holder shall, however be responsible and liable for all transactions effected by the use of the card till it is canceled. Account holder will have to give in writing, application for issuance of new card. Another ATM card will be issued to account holder in lieu of lost / stolen ATM card on payment of card fees / charges. The customer care number is displayed on the back of the ATM card.

13. Refusal/Termination/Withdrawal of ATM Card: The Bank has absolute right and sole discretion to refuse to issue or to renew or to cancel or to suspend or to call for or to withdraw the facility in case of misuse, malfunction, tampering of ATM, non-payment of account charges, interest dues etc. without assigning any reason therefore or giving prior notice.

14. Indemnification: ATM card holder shall indemnify the Bank for the loss or damage caused, directly or indirectly by his act of commission contrary to any of the terms and conditions, or even otherwise.

15. Closure/Termination: ATM card holder if desire to close the ATM account or terminate ATM facility can do so provided minimum seven working days prior written notice is given along with surrendering ATM card to issuing branch of the bank. The closure of such account will be allowed only on settlement of all dues in connection with ATM facility.

16. Account Status Change: Any change in the mode of operation, transfer or change of ATM card account shall not be allowed unless Banks written permission is obtained. For any change or transfer, ATM card will have to be surrendered to the bank and a fresh card will be issued on payment of fees / charges. The onus of informing such change and surrendering the card lies with card holder(s).

17. Authority & Responsibility:

- a) The Bank shall not be responsible for any loss or damage arising directly as a result of any malfunction/failure of the ATM card or the ATM or for the temporary insufficiency of funds in such machine or otherwise whatsoever.
- b) The Bank reserves the right to limit the amount which may withdrawn by card holder daily any time without giving any prior notice. The Bank also reserves right to restrict the ATM to certain Hours of the day as may be notified and displayed from time to time.
- c) The Bank reserves the right to amend, add or delete any of terms & conditions or rules without prior notices to ATM account holder.
- d) It is sole responsibility of the card holder for the transaction done by ATM card as with card holders knowledge or authority express or implied.
- e) 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 the circumstances beyond its control.

18. Charges

- a) New Card charges Rs. 100/-
- b) Annual fee Rs. 100/-
- c) Additional Card Rs.100/-
- d) Card replacement Rs. 250/-
- e) Pin replacement Rs. 50/-

These terms and conditions shall be construed and governed by the law for the time being in force.
