



## TERMS & CONDITIONS

1. **Meanings:** The term 'Bank' refers to the Navjeevan Co-op. Bank Ltd. 'ATM' refers to the Automated Teller Machine installed at the 'Branches of the Bank', 'Card Holder' refers to the Authorized user of 'Rupay-Debit-ATM Card', 'ATM Account' refers to the Authority of operating an ATM Account, The 'CIB' refers to Card issuing Branch of the Bank and 'TTC' refers to Information Technology Cell at Head Office of the Bank. As the context may require words herein denoting the singular only shall be deemed to include the plural gender. Any notice hereunder 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 a 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 conducted savings / current account or any other account as specified by the Bank to be eligible for opening of an 'ATM' Account. Such account shall be referred to as "ATM Account". B) The cardholder shall give his/her preference of such account(s) held by him/her in writing on the application form for the issue of "Rupay-Debit-ATM Card". C) A Minor's account or an account in which 1 minor is a joint account holder, is not eligible for opening "ATM Account". D) An account operated under joint signature(s) shall not be eligible to be an "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 their unconditional, consent on the application form for issue of Rupay-Debit-ATM Card and having signed on the application shall be presumed having consented, agreed & accepted The terms & Conditions of Rupay-Debit-ATM Card and liable for all such transactions. If more than one person signs and agrees to be bound by terms and conditions, the obligation of such person there under shall be joint and several. In Case any of the Joint Account Holder(s) gives "Stop Payment, Stop Transaction" instruction in respect of operations through the use of RuPay-Debit-Cum-ATM Card, on any of the account held jointly by them, no operation will be allowed on such account(s) through the use of RuPay-Debit-Cum-ATM Card. The "Stop Payment, Stop Transaction" instruction can be given only in respect of such account in which he or she are joint account holder(s).
  4. **ATM - PIN (Personal Identification Number):**
    - a) PIN - Select: Each Rupay-Debit-ATM Card holder shall be issued his/her "Personal Identification Number" ("PIN") to gain access to the ATM and other services offered. The Card holder should change his/her pin immediately on receipt of printed PIN mailer issued by Branch. The PIN shall under no circumstances be disclosed or revealed to any third party nor should the cardholder keep his/her card & pin together. The card holder should keep memory of his/her PIN and maintain its secrecy to avoid any misuse and keep custody of Rupay-Debit-ATM Card safe and inaccessible. The cardholder shall be solely responsible for the consequences arising out of the disclosure of his PIN and/or unauthorized use of Rupay-Debit-ATM Card and shall be liable for any increased liability which he/she may incur on account of unauthorized use of the PIN & Rupay-Debit-ATM Card.
    - b) PIN Change: It is advisable that the Cardholder should: 1. change his pin periodically 2. Change his pin, if he/she suspects it is no longer confidential 3. select a unique PIN, which cannot be easily guessed.
    - c) PIN Safety: Any wrong PIN fed into ATM machine for more than three occasions consecutively will retain the card in ATM itself.
  5. **Rupay-Debit-ATM Card Safety:** It is sole responsibility of card holder to preserve the card in good condition. Always ensure to keep Rupay-Debit-ATM Card safely in plastic pouch to prevent any physical damage to magnetic strip/chip and not expose it to magnetic fields, heat, water and dust anytime. If the card is broken or unreadable it will be considered as invalid card & new card will be issued on an application by card holder & on handing over of such invalid card for cancellation to CIB. Any issuance of new card will be chargeable.
  6. **Rupay-Debit-ATM Card Validity:** The Rupay-Debit-ATM Card holds the maximum validity for a period of Eight years from the date of issuance of card.
  7. **Cash Withdrawal Limit:** A) Rs.2000/- per day/per card subject to availability of balance in Customer Account. B) Cash withdrawal limit at other bank's ATM will be Rs.1000/- per instance up to maximum of Rs 25000/- (our Card Limit).
  8. **ATM Features:** The facilities offered under ATM shall include:
    - A) Withdrawal of cash by the Card Holder from his ATM-account up to a certain amount / limit only as fixed by bank from time to time & date during a cycle of 24 hours.
    - B) Enquiry about the balance in ATM account.
    - C) Request for Changing PIN.
    - D) Any additional facilities made available by bank from time to time.
  9. **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 the Bank's rules from time to time, if minimum balance is not maintained at any time. The bank reserves the right to discontinue Rupay-Debit-ATM Card facility to any cardholder without giving any further notice, and/or without incurring any liability or responsibility whatsoever by withdrawal of such facility.
  10. **Fees / Charges:** A) All fees related to ATM facility as determined by the Bank from time to time shall be payable forthwith on issuance of card and recovered by debiting the Rupay-Debit-ATM Card holders account. In case of insufficient balance to debit account Bank has full right to stop the operation of Rupay-Debit-ATM Card and/or to cease account. B) Rs200/- plus 5.Taxes for issuing Duplicate Rupay-Debit-ATM Card & Rs.100/- Plus 5.Taxes for Reissue of PIN mailer on customer request. C) **Over Free ATM Transactions on other Bank's ATM,** there will be charge of Rs.20/- per financial transaction and Rs.10/- per Non-Financial transaction (inclusive of all Taxes). D) Transaction made through Navjeevan Bank's ATM using Navjeevan Bank's Rupay-Debit-ATM Card will be FREE of charge. E.) Annual Fee 150/- Plus 5.Taxes. F) POC and F.com transactions charges will be applicable as per guidelines issued by regulatory authorities (RBI, NPCI) from time to time.
  11. **Bank's Lien:** The bank shall have the paramount right of set-off & lien, irrespective of any other lien/charges, present as well as future on the deposit of any kind & nature (including fixed deposits) held/balances lying in any accounts of the Card Holder/s, whether in single name or joint name(s) & on any monies, securities, bonds & all other assets, documents & properties held by/under the control of the bank (whether by way of security/otherwise pursuant to any contract entered / to be entered into by the Card Holder/s in any capacity) to the extent of all outstanding dues, whatsoever, arising as a result of any of the Bank's services extended to and / or used by the Card Holder/s and / or as a result of any other facilities that may be granted by the bank and / or its group companies to the Card Holders. The bank is entitled without any notice to the card holder to settle off any indebtedness whatsoever owed by the card holder/s to the bank hereunder / under any other document / agreement, by adjusting, setting off any deposit(s) and / or transferring monies lying to the balance of any account(s) held by the Card Holders with the Bank. The Bank's rights hereunder shall not be affected by the Card holders' bankruptcy, death / winding-up. It shall be the card holders' sole responsibility & liability to settle all disputes/objection with any such joint account holders. (I) In Addition to the above mentioned right / any other right which the Bank may at any time be entitled whether by operation of law, contract / otherwise, the Card Holder authorized the Bank: (a) to combine / consolidate at any time all/ any of accounts & liabilities of the Card Holder with or to any branch of the Bank (b) to sell any of the Card Holders' securities / properties held by the Bank by way of public / private sale without having to institute any judicial proceeding whatsoever and retain/ appropriate from the proceeds derived therefrom the total amounts outstanding to the Bank for the Card Holder/s, including cost and expenses in connection with such sale.
  12. **Non transferability:** Rupay-Debit-ATM Card is non-transferable under any circumstances and shall be used only by the card holder.
  13. **Loss / Theft of card:** In case of loss or theft of the Rupay-Debit-ATM Card, the cardholder shall intimate CIB immediately on same date in writing of loss of theft of Rupay-Debit-ATM Card. The cardholder shall, however be responsible and liable for all transactions effected by the use of the card till it is cancelled. Account holder will have to give in writing application for issuance of new card. Another Rupay-Debit-ATM Card will be issued to accountholder in lieu of lost / stolen Rupay-Debit-ATM Card on payment of duplicate card fees / charges.
  14. **Refusal / termination / withdrawal of RUPAY-DEBIT-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 off or to withdraw facility for reasons of misuse, malfunction, tampering of ATM, nonpayment of account charges, interest, dues etc. without giving prior notice.
  15. **Indemnification:** Rupay-Debit-ATM Card holder shall indemnify the Bank for the loss or damage caused, directly or indirectly, by his act of commission/ omission contrary to any of the terms and conditions, or even otherwise.
  16. **Closure / Termination:** Rupay-Debit-ATM Card holder if desires to close the ATM account or terminate ATM facility can do so provided minimum seven working days prior written notice to CIB is given along with surrendering Rupay-Debit-ATM Card to CIB of the Bank. The closure of such account will be allowed only on settlement of all dues in connection with ATM facility.
  17. **Account Status Change:** Any change in the mode of operation, transfer or change of Rupay-Debit-ATM Card account shall not be allowed unless Bank's written permission is sought. For any change or transfer Rupay-Debit-ATM Card will have to be surrendered to the bank and a fresh card will be issued on payment of fees / charges.
  18. **Ownership of RuPay-Cum-ATM Card:** RuPay Debit Cum ATM Card shall be the property of the bank and will be surrendered to the Bank on request or in the event of card Holder no longer requiring the service. The Bank reserves the right to disclose, in Strict Confidence, to other institutions, such information concerning the card holder's account as may be necessary or appropriate in connection with its participation in any ATM or Electronic Fund Transfer Network.
  19. **Authority & Responsibility :**
    - A) The Bank shall not be responsible for any loss or damage arising directly or indirectly as a result of any malfunction / failure of the Rupay-Debit-ATM Card or the temporary insufficiency of funds in such machine or otherwise whatsoever.
    - B) The Bank reserves the right to limit the amount which may be withdrawn by cardholder daily any time without giving any prior notice. The Bank also reserves the 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 notice to ATM account Holder.
    - D) It is sole responsibility of the cardholder, for the transaction done by Rupay-Debit-ATM Card as with card holder's knowledge or authority, express or implied.
- I undertake & confirm authorization and powers conferred unto the Bank and terms & conditions herein as read, accepted & agreed to are irrevocable. These terms and conditions shall be construed and governed by the law for the time being in force.
- x \_\_\_\_\_  
Signature of Account Holder(s)