

The Maharashtra State Co-operative Bank Ltd., Mumbai**Terms & Conditions For the ATM Card**

The ATM card is issued by MSC Bank having its office at 9, Maharashtra Chamber of Commerce Lane, Sir Vithaldas Thackers Building, Fort, Mumbai 400 001. on the following terms & conditions. Please read these terms and conditions carefully before using the Card. These terms and conditions apply to all transactions involving use of the Card. By using the ATM card the cardholder unconditionally accepts the terms and conditions listed hereunder and will be bound by the said Terms & Conditions. The cardholder will also remain bound by the terms and conditions of operation of his/her Savings Bank Account / Current Accounts with the Bank and the changes made thereon from time to time.

1) Definitions :

- (a) "The Bank", means MSC Bank and its successors and assigns.
 (b) "Card" refers to the MSC Bank RUPAY Electron Card issued by the Bank to a Cardholder.
 (c) "Cardholder", "you", "your", "him" "his" or similar pronouns shall, where the context so admit, refer to a customer of the Bank to whom a Card has been issued by the Bank to operate on a nominated account(s). All references to the Cardholder in the masculine gender will also include the feminine gender.
 (d) "Account", refers to the Cardholder's Savings, or Current accounts which has been designated by the Bank to be eligible account for the valid operation of the Card. The Cardholder should be either the account holder or authorized to act.
 (e) "Primary Account", shall mean in case of multiple accounts linked to the card, the account that has been designated as being the main/first account of operation i.e. the account which will be debited for transactions done at RuPay enabled ATMs.
 (f) "Nominated Accounts", includes the Primary Account as described above, and it indicates other account(s) nominated by the Cardholder, in writing, and approved by the Bank to be accessed through his Card and PIN.
 (g) "ATM", refers to Automated Teller Machine in India, whether of the Bank, or of any other bank on a shared network with whom the Bank has tie up, at which amongst other things, the Cardholder can use his ATM card to access his funds in his account(s) held with the Bank.
 (h) "PIN", means the Personal Identification Number (required to access ATMs) allocated to the Cardholder by the Bank, chosen by him from time to time.
 (i) "Transaction", means any instruction given, by a Cardholder by using his Card directly or indirectly, to the Bank to effect transaction on the account. (examples of transaction can be cash withdrawals, cash/ cheque deposits, etc.)
 (j) "Statement", means a periodic statement of account sent by the Bank to a Card holder setting out the transactions carried out by the card holder(s) during the given period and the balance on that account. It may also include any other information that the Bank may deem fit to include.

2) Issuance of Card :

- (a) The Card shall be issued only to **the savings or current account holders** of the Bank on the basis of an Application for issuance of the Card, submitted in a form and substance satisfactory to the Bank.
 (b) The following documents need to be submitted for the issuance of a Card:
 (i) Application for Issuance of ATM Bank Card;
 (ii) Cardholder's specimen signature signed before an authorized officer of the Bank or verified by a Notary Public.
 (c) The Bank in its sole discretion may refuse issuance or renewal of the Card without assigning any reason.
 (d) The Cardholder shall be obliged to inform immediately the Bank if there are any changes in the information provided in the Application for issuance of the Card including change of addresses.

3) Card Validity and Cardholder Obligations :

- (a) The issue and use of the Card shall be subject to the rules and regulations in force from time to time as issued by the Reserve Bank of India & the Bank.
 (b) The Card shall be valid only for transaction options, as permitted by the Bank from time to time at the Bank ATMs, ATMs of other banks, which are member of the RuPay ATMs network.
 (c) The Card is and will be at all times the property of the Bank and shall be returned to the Bank unconditionally and immediately upon MSC Bank's request. The Cardholder is requested to ensure that the identity of the Bank's Officer is established before handing over the Card.
 (d) The Card is not transferable or assignable by the Cardholder under any circumstances.
 (e) The Cardholder must sign the Card immediately upon receipt. The Cardholder must not permit any other person to use it and should safeguard the Card from misuse by retaining and preserving the Card carefully under the cardholder's personal custody and control at all times. The Bank shall assume no liability whatsoever for any claim or damages arising from cardholders failure to sign the Card or from signature deviating from the specimen signature appearing on the Application form for issuance of the Card. The Bank is entitled to obtain a photocopy of the Card signed by the Cardholder.

- (f) The Personal Identification Number (PIN) issued to the Cardholder for use with the Card will be known only to the Cardholder and are for personal use of the Cardholder and are non-transferable and strictly confidential. The cardholder shall be obliged to keep the secrecy of its PIN. The Cardholder shall be liable for any damages caused to the Bank arising from a failure to do so or from erroneous use of the Card. The Cardholder and the Account holder shall be liable for all indirect or direct damages caused to the Bank due to incorrect use of the PIN. The PIN may be used only with the card for which it is designated.
 (g) The Cardholder's account will be debited immediately with the amount of any withdrawal, transfer and other transactions effected by the use of the Card. The Cardholder will maintain sufficient funds in the account to meet any such transactions.
 (h) The cardholder agrees that in the event of the account being overdrawn or showing debit balance the bank reserves the right to set off this amount against any credit balance lying in any of his accounts without notice.
 (i) The Cardholder will be responsible for transactions effected by the use of the Card, whether authorized by the Cardholder or not and shall indemnify the Bank against any loss or damage caused by any unauthorised use of the card or related PIN or any other law being in force in India notwithstanding the termination of this agreement.
 (j) The Card is valid up to the last date of the month/year indicated. The Cardholder hereby undertakes to destroy the Card when it expires by cutting it into pieces. The Cardholder's renewed Card shall be sent to the Cardholder before the expiry of the card at the discretion of the Bank and upon evaluation of the conduct of Cardholder's account. The Bank reserves the sole right of renewing the Card account on expiry.
 (k) The Card holder will inform the Bank in writing within 15 days from the statement date of any irregularities or discrepancies that may exist in the transaction details at an ATM on the statement of account sent by MSC Bank. If no such response from cardholder is received during this time, the Bank will assume the correctness of both the transaction and the statement of account.

4) General conditions for use and operation of card and the charges payable :

- (a) ATM card applicant shall provide mandatory information such as mobile no., email ID, while submitting the prescribed application form. In the event, if ATM applicant is unable to provide the details, separate undertaking is to be submitted by the applicant that he/she/we is/are aware of the consequences of non-receipt of SMS and email alerts of the transactions and Bank shall not have any liability if in case arises due to any fictitious ATM transactions.
 (b) The account holder has to specifically give consent, in whose name the ATM card should be issued in case of joint account holder.
 (c) A separate tariff structure is attached with the form which will be binding to the ATM applicant.

5) ATM Usage:

- (a) The Card is accepted at the Banks ATMs and RUPAY ATMs in India.
 (b) For all Cash withdrawals at the Banks ATM, any statements/receipts issued by the ATM at the time of withdrawal shall be deemed conclusive, unless intimated otherwise to the Bank. For all cash / cheque deposits at the Bank's ATM, any statement/receipts issued by the ATM at the time of deposit shall be subject to physical verification of cash/ realisation of cheques.
 (c) The Bank will not be liable for any failure to provide any service or to perform any obligation under this card where such failure is attributable (whether directly or indirectly) to any malfunctioning of the ATM or the Card, or circumstances beyond its control.
 (d) The Bank will not be liable for any consequential or indirect loss or damage arising from the loss/use of the Card and related PIN, howsoever caused.
 (e) The availability of ATM services in a country other than that in which the card is issued is governed by the local regulations in force in the said country. MSC Bank shall not be liable if these services are withdrawn without notice thereof.

6) Fees:

- (a) The Bank reserves the right to change the fee at the later date without prior notice. Such fee and the renewal of card fee as applicable will be debited to cardholders primary account. Charges for other services will be levied to the primary account, at prevailing rates. The fees and charges are non-refundable.
 (b) Transaction fee for cash withdrawals/balance enquiry and/or charges wherever applicable will be debited to the cardholders account in due course.
 (c) The charges/fees applicable on the usage of the Card are subject to revision/changes by the Bank from time to time without prior intimation to the Cardholder(s).

7) Temporary Blocking, Deactivation and Activation :

- (a) The use of the Card may be cancelled temporarily ("Temporary Blocking") or permanently ("Deactivation") under the following circumstances:

Temporary Blocking shall be effected:

- Upon loss, theft, forgetting of the PIN, damage or destruction of the Card
 Upon pledging as collateral or imposing an attachment to

- (d) The Bank shall be entitled to terminate the Card facilities with immediate effect and the Card shall be returned upon the occurrence of any of the following events :

- (i) Failure to comply with the terms and conditions herein set

Customer's Signature (1)

(2)

(3)

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- the funds in the Account.
- Upon any breach of these General Terms by the Cardholder;
 - Upon withholding of the Card by an ATM terminal;
 - At Cardholder's demand;
- (b) Deactivation shall be effected:
- Upon expiry of the Card;
 - Upon Cardholder's termination of these General Terms;
 - Upon Bank's termination of these General Terms;
 - Upon closing of the Account;
 - Upon death or insolvency of the Cardholder or its putting under judicial disability;
 - of a blocked Card upon issuance of a new Bank Card in its substitution;
 - At the discretion of the Bank.
- (c) The notification for Temporary Blocking of the Card has to be carried out by the Cardholder in person. In case the notification has not been done in person by the Cardholder, the Bank shall temporarily block the Card and the Bank shall not be held responsible in case the notification is inaccurate. The Cardholder shall immediately notify the Bank on Toll Free No. 1800 222 311 or any such other number as may be notified by the Bank from deprivation, forgery or use of the Card in another unacceptable way. The notification to the bank may be reported by means of the 24 hrs Customers Service, the Cardholder must confirm the same in writing to the bank as soon as possible. A copy of the police complaint must accompany the said written confirmation.
- (d) The Bank is entitled to request any data related to the Cardholder and the account prior to blocking in order to verify the identity of the reporting person.
- (e) The Card shall remain temporarily blocked until its reactivation after the appearance of the Cardholder in person and submitting a request in writing.
- (f) If within the validity period of the Card, which is reported lost, if the Cardholder subsequently is able to trace/ find the Card, the Cardholder shall inform the Bank and may submit a request for activation. In such case, the Bank in its discretion may activate the card provided that no card in lieu of lost card was issued.
- (g) In case of loss, theft, damage or destruction of the Card, the Cardholder together shall submit a request in writing for the issuance of a new Card. In case of forgotten PIN the Cardholder shall submit a request for PIN reissue. In case the Card is damaged, the Cardholder shall return the old Card. The Bank shall destroy the old Card by cutting through the magnetic strip. The Bank shall issue the new Card after the date of the request.
- (h) Upon receipt of attachment order from court or judicial disability the card will be deactivated. However, upon lifting of such attachment, the Bank shall reactivate the Card immediately on presentation of necessary order/evidence.
- (i) The Bank shall be entitled to block the Card for security reasons in cases of insufficient funds, well-founded suspicion of misuse of the Card and if necessary in the interest of protecting the Accountholder from damages.
- (j) The Bank shall not accept liability for any damages arising from unauthorized use of a lost or stolen Card prior to its blocking or deactivation.
- 8) Indemnity:**
The cardholder shall indemnify and hold the bank harmless against all losses, damages, claims which the Bank may sustain or incur or suffer due to:-
- (a) Negligence/mistake or misconduct of the cardholder.
 - (b) Breach of terms & conditions for issue of ATM card and maintenance of account.
 - (c) Improper or unauthorized use or handling of card.
- 9) Termination:**
- (a) The Bank reserves the rights to cancel / withdraw the Card or any of the other services offered at any time without prior notice and without assigning any reason.
 - (b) In the event the Cardholder decides to close his account with the Bank, the Card(s) issued with his account as the primary account would automatically stand cancelled. The Cardholder(s) must immediately cease to use his Card and destroy and return all his/ additional Cards that are linked to this account. In case of any outstanding card transactions that have not yet been debited to the account, the same will be netted off from the balance prior to the Bank returning his funds to him.
 - (c) In the event that the Cardholder decides to terminate the use of the Card, the Cardholder shall give the Bank not less than 7 days prior notice in writing and forthwith return the Card and additional Card, if any. The Cardholder will be responsible for all the Card facilities and related charges incurred on the card after the Cardholder claims to have destroyed the Card, not withstanding the termination of the applicability of these terms & conditions. The Cardholder will be responsible for all the charges incurred on the card whether or not the same are a result of misuse / fraudulent use and whether or not the Bank has been intimated of the destruction of the Card.

- (ii) An event of default under an agreement or commitment (contingent or otherwise) entered into with the Bank.
- (iii) The Cardholder becoming the subject of any bankruptcy, insolvency proceedings or proceedings of similar nature.
- (iv) Demise of the Cardholder.
- (v) Closure of the Cardholder's account or failure to maintain the minimum average balance in the said account.

10) Disputes:

- a) The Bank shall make bonafide and reasonable efforts to resolve an aggrieved Cardholder's disagreement with an applicable charge indicated in the account statement or as otherwise determined by the customer within two months of the receipt of notice of disagreement. If after such effort the Bank determines that the charge is correct, then it shall communicate the same to the Cardholder.
- b) All disputes are subject to the exclusive jurisdiction of the Courts of Mumbai, irrespective of whether any other Court may have concurrent jurisdiction in the matter and governed by the Laws of India.
- c) The Cardholder will be liable for all the costs associated with the collection of dues, legal expenses (should it become necessary to refer the matter to any agent), or where legal resources have been utilised in the resolution of a dispute.

11) General:

- a) The Bank reserves the right to add to, delete or vary any of the terms and conditions, policies, features and benefits upon notice to the Cardholder. Use of the Card after the date upon which any of these alterations are to take effect will be deemed as the evidence of the acceptance, without reservations by the Cardholder of such changes.
- b) The Cardholder should return the card to the Bank prior to the date upon which date the changes or revised Terms and Conditions proposed by the Bank are to take place, are not agreeable to the cardholder.
- c) Any communication sent by post will be deemed to have been received by the Cardholder within 7 days from the posting of the letter to the address last given to the Bank in writing by the Cardholder.

Do's :

- Sign on the strip on the back of your card.
- Memorize your PIN (Personal Identification Number).
- Store your card in secure place.
- Change your PIN periodically.
- Store the card carefully so that magnetic strip do not get damaged.
- Ensure that card is swiped in your presence at POS.
- Inform immediately the Bank if card is lost or stolen.

Don'ts :

- Never disclose / share your PIN to anyone.
- Never lend your card to anyone.
- Do not write on your PIN on the card.
- Never carry your PIN in wallet or purse.
- Never use PIN that could be easily guessed.
- Never leave your card unattended.

IF YOU SUSPECT FRAUDULENT ACTIVITY IN YOUR ACCOUNT CALL ON OUR 24 X 7 TOLL FREE CALL SERVICE IMMEDIATELY.

Toll Free Number : 1800 222 311