

# Terms and Conditions

## Credit Cards



# National Bank

### 1. Acceptance

- Before you sign the application form, please read this agreement very carefully.
- By signing the application form, you formally agree to the terms of this Agreement and the issuance of the card and your acceptance and use of it will be governed by it.
- This Agreement binds both the Basic Card members account and any Supplementary Card member who will be liable for all the charges in this Agreement.

### 2. Wording

- Throughout this Agreement the word 'Card' means the National Bank of Kenya Limited VISA Card, whether issued to you personally or as a Supplementary Card issued on your account.
- 'Basic Card member' means the holder of the main card issued by National Bank of Kenya Limited.
- 'Supplementary Card member' means the holder of a card issued by National Bank of Kenya Limited and authorized by Basic Cardholder.
- The Card specially issued in case of loss, theft, non-arrival and for credit reasons is referred to as the 'Replacement Card'.
- The words 'you' or 'your' mean the Card member (either Basic or Supplementary), that is, the person named on the card or successors/administrators. The word 'we', 'our' and 'us' refer to National Bank of Kenya Limited or its successors.
- If you are 'the company or other organization' who asked us to issue one or more cards, you are the 'Basic Card member' and will have an account with us. Any primary Card so issued is called the 'Basic Card'.
- If you have received this card at the request of a Basic Card member's account, you are a 'Supplementary Card member' and the card which you have received is called a 'Supplementary Card'.
- All amounts charged to an account including but not limited to the entrance fees, annual subscriptions and other Card fees, cost bills, liquidated damages together with interest accrued and accruing, are referred to as 'Charges'.
- Firms and organizations accepting the National Bank of Kenya Limited VISA Card for goods or services are referred to as 'Merchants'.

### 3. Card Use

- You are the only person who may use the Card bearing your name for Charges, for identification or for any other purpose
- The Basic Card member is liable for all charges incurred on the Basic Card issued to him/her and on any Supplementary Card issued on his/her account. The Supplementary Card member is jointly and severally liable with the Basic Card member for all the charges incurred on this Agreement.
- You undertake not to re-sell or return for cash refund any goods, tickets or services obtained with the card. But you may return goods or tickets to a Merchant for credit to your Card member account, if the Merchant permits such returns. The bank shall however not be liable for any loss in currency exchange rate occasioned by the refund
- If you use the card to buy insurance, you empower us to pay premiums on your behalf and you undertake to repay us accordingly. You must tell us in writing if you wish to stop.

### 4. Billing

- Whenever there is a balance due on the account, a statement is sent to the Basic Card member. This includes Charges made in connection with Supplementary Cards. The only variation from this procedure occurs in some company accounts where the Supplementary Card member may receive the statement directly.
- Whoever receives the statement, the Basic and Supplementary Card members remain liable as in paragraph 3(b) above
- You must tell us immediately of any change in billing address.

### 5. Payment

- All Charges are due for payment in full immediately on receipt of your statement. You may however as a credit card holder exercise an option to pay the minimum payment shown on your statement and revolve the balance to the next month. A service charge referred to as revolving credit interest and equal to 3.5% of the balance so revolved will be added on your statement for the subsequent month. National Bank of Kenya Limited reserves the right to revise this rate from time to time.
- A late payment fee of 3.5% will be levied on the minimum payment amount if such amount is not received by due date shown on your statement. National Bank of Kenya Limited reserves the right to revise this rate from time to time.
- If you obtain cash at any of our cash points, a cash handling charge of 7.5% of the amount drawn subject to a minimum charge of Kshs. 100 will be levied. The handling charge may vary if you withdraw cash from other Visa member Banks
- Should your account go into excess a handling fee on the excess amount over the credit limit shall be charged. National Bank of Kenya Limited reserves the right to withdraw a card which goes into excess.

### 6. Queries

- If you have any queries about your statement you must tell us in writing immediately
- Unless require by law, we are not responsible for goods or services charged on the card. In all circumstances, you must pay us the full amount shown on your statement. Any dispute should be settled directly with the merchant concerned
- We accept no responsibility for the failure of the merchant to accept the Card or for any loss or damage arising from the manner of its acceptance.

### 7. Lost Cards.

- You must inform us immediately on phone number 020-34900/1226471, 339690, 214902, 0720-752682 or fax number 020-213987 if the Card is lost, misplaced, stolen or received and thereafter confirm the same in writing within 24 hours. The Card must not be used after you have notified us. You will be liable in full to us, if you or any or any unauthorized user(s) acts fraudulently, carelessly or negligently
- A fee of Kshs. 750 will be charged on obtaining Replacement cards whether for Basic or Supplementary Card member
- All Replacement Cards will be issued with new account numbers which will be a continuation of the old Account number so replaced and the conditions applicable to the old account number shall apply thereof

- If you subsequently recover the card reported missing, you should not use it. Continue to use the Replacement Card and subsequent renewals of it. Immediately report the recovery of the original Card to us. Cut it in half and return it to us. If in doubt, please contact us

### 8. Renewal

- You authorize us to renew the Card and/or Replacement Card before the expiry of the current card. We will bill you with the renewal fees annually.
- We shall continue to renew the Card in this way until you ask us to stop or in the case of Supplementary Card you or the Basic Card member asks us to stop.

### 9. Card Cancellation

- The card remains our property and you must return it to us on demand. We may revoke your right to use it entirely or in respect of a particular transaction at any time at our absolute discretion and without giving you notice or reason
- We may list cancelled Cards in our Cancellation Bulletin or otherwise inform Merchants of such cancellations. If a Merchant asks you to surrender a cancelled or expired card, you must do so. A bulletin fee shall be charged on the cancelled card accounts.
- The Supplementary Card may be cancelled at the request of either the Basic or the Supplementary Card member
- You must not use the Card after cancellation or expiry.

### 10. Change of Agreement

- We may change this Agreement at any time and inform you accordingly. We consider you have accepted the changes if you keep or use the Card thereafter
- If you don't accept such changes, you may terminate this Agreement as provided for under Clause 12 hereunder. You will be liable for Charges, costs, fees, bills, interest accrued and accruing and all other amounts due and owing thereafter until all the liabilities are fully cleared.

### 11. Privacy and Applicable Law

- To ensure acceptability, information about your Cards account may be transferred confidentially within the VISA member network
- The Card may not be used by the Cardholder in contravention of any Rule of Law in force, nor as an aid towards any such contravention
- This agreement and all matters arising out of the issue or use of Card are subject to the laws of the Republic of Kenya.

### 12. Termination Clause

- The Card member may terminate this Agreement by a written notice to us and cutting the Card in half and returning the same to our physical address
- We may terminate this Agreement by a written notice or pursuant to provisions of clause 9 of this Agreement
- We reserve the right to set off all outstanding amounts plus interest thereof from related accounts held by the Card member with the Bank.

### 13. Change of Address & Account Details

- If any information relating to a Card member changes you must notify

*The Manager Card Center,  
National Bank of Kenya Limited,  
4th Floor, National Bank Building, Harambee Avenue,  
P.O. Box 72866-00200, Nairobi*

in writing. Such notice may also be sent by way of fax to be received within seven (7) days  
We shall send any written notice or demand to you at your last known address. You will be treated as having received notice or demand irrespective of your having been away, or having moved, or died when such notice was delivered.

### 14. General Clause

- National Bank will not be liable to carry out any of its responsibilities under this Agreement if it is prevented or delayed directly or indirectly by
  - Any default in any machine, data processing systems or transmission link
  - Any Industrial dispute
  - Anything outside the reasonable control of National Bank, its Agents or subcontractors
- National Bank will not be liable to any Card member for
  - Any refusal or delay by any other person to accept the Card, Card number or
  - The way in which that person communicates that refusal or communicates any refusal to authorize the transaction
- We reserve the right to disclose information related to issuance and usage of the Card(s) to our authorized agents.
- Card member warrants the complete accuracy of the information given in this application for establishing the Card account and any subsequent communication with National Bank of Kenya Limited
- The Card member shall exercise due care to ensure the safety of the Card and the Secrecy of the PIN at all times. Card number shall not be disclosed to any third party except for the purpose of card transaction or when reporting loss/theft of Card
- Internet transactions are not always secure. We shall therefore take no responsibility for any misuse of a Card as a result of a Card Member disclosing or quoting his/her card details over the internet.
- If the Card member defaults and does not make full repayment or agree on a satisfactory repayment proposal with the Bank within 14 days of the Bank making formal demand for full payment under the Agreement, the Bank may disclose information about the Card member to credit reference agencies or legal agencies for recovery
- All interest chargeable under this Agreement shall be charged both before and after the court judgment
- The Bank reserves the right at all times to vary these Conditions of issue without prior notice.