

PERSONAL ACCOUNT OPENING FORM



Tick as appropriate

Class Move Gold Platinum
A/C Type Current Savings Foreign Deposit
Currency Ksh USD STG Others (specify)
Operation type Joint Individual
Signing Powers Solely Either /or All to sign

Source of Funds (Description) _____

To/Income Range (p.m.) 0-50K 50-100K 100-350K 350K and over

I / We request you to open an account as specified above. I / We agree to provide any document requested by you according to the type of account requested and abide by the rules for the conduct of such account.

Personal Details (First Signatory)

Title _____ Last Name _____
First Name _____ Middle Name (s) _____
Nationality _____ Date of Birth _____
 ID Passport Number _____ Passport Expiry Date _____
Country of Issuance _____ Country of Citizenship _____
Place of Issuance _____ Date of Issuance _____
Postal Address _____ Post office Name / Code _____
Status Resident Non-Resident
Town _____ Country _____
Residential Address District/Town _____ Estate/Location _____ House/Plot No. _____
Telephone: Office _____ Fax _____ Residential _____
Mobile (1) _____ Mobile (2) _____
Personal E-mail _____
Office E-mail _____
Nature of Business / Occupation _____
Employer's Company Name _____
Physical Address (Office) Town _____ Street _____ Bldg. _____

Other Accounts held currently (with us or other banks)

Bank Name _____ Branch _____ Type of Acc. _____
Bank Name _____ Branch _____
Bank Name _____ Branch _____

Referee

Name _____
Signature _____
A/C No _____
Bank _____
Branch _____

Personal Details (Additional Signatory)

Title _____ Last Name _____
First Name _____ Middle Name(s) _____
Nationality _____ Date of Birth _____
 ID Passport Number _____ Passport Expiry Date _____
Country of Issuance _____ Country of Citizenship _____
Postal Address _____ Post Office Name / Code _____
Town _____ Country _____
Residential Address District/Town _____ Estate/Location _____ House/Plot No. _____

Telephone: Office _____ Fax _____ Residential _____
 Mobile (1) _____ Mobile (2) _____
 Personal E-mail _____
 Office E-mail _____
 Nature of Business / Occupation _____
 Employer's Company Name _____
 Physical Address (Office) Town _____ Street _____ Bldg. _____

Other Accounts held currently (with us or other banks)

Bank Name _____ Branch _____
 Bank Name _____ Branch _____
 Bank Name _____ Branch _____

Reason for opening

- Tick as appropriate
- Promotional Campaign Direct Marketing Location / ATM Convenience Word of Mouth
- Advertisement Existing Employer Relationship Good Service/product Other (specify) _____

Cheque Book , ATM Card and Statement Cycle Details (where applicable)

For my/our current Account , I/We authorize NIC Bank to issue me/us _____ cheque books(s) and debit my/our account with the relevant charges (where applicable). The cheque book(s) to be collected from _____ branch. I/We further authorise NIC Bank to issue an ATM card(s) on my / our account, to be collected from _____ branch with a daily withdrawal limit of Ksh 20,000 Others (specify) _____ and agree to be bound by the cash card conditions of use as provided

I/We request that statements for the account be issued: Monthly Quarterly
 by Given postal address above Collected from my/our branch
 I would like to sign up for the following services Internet Banking SMS Banking

Preferred Domicile Branch

I/We have read and understood the conditions necessary to open and run an account with NIC Bank Ltd (NIC Bank and I/We oblige to comply). I/We agree that this account shall be opened solely at the discretion of NIC Bank and hereby agree to indemnify NIC Bank at my/our cost against any loss or claim arising out of the account being closed by NIC Bank upon issuance of a 30 day notice due to unsatisfactory performance.

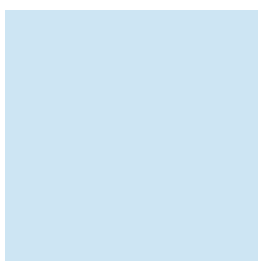
Further, I/We accept that the operations of the account will be subject to the General Terms and Conditions signed by me/us and confirm that all the given information on this is true and correct. I/We also confirm having read and understood the Terms and Conditions for use of my/our ATM Cards (s) and agree to abide by these Terms and Condition signed by me/us.

Dated _____ Day of _____ 20 _____

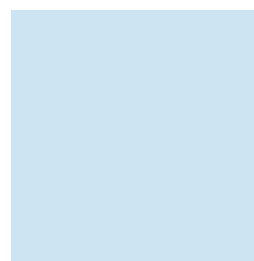
Signature of Account Holder
 (Please sign only within the boundary of this box)

Signature of Account Holder
 (Please sign only within the boundary of this box)

Attach coloured passport size photograph here



Attach coloured passport size photograph here



For Bank Use Only

Date _____

Sales Code

A/C Class

Risk Code

Restriction

S/C Code

Risk Level 1 2 3

RSM No.

RIM No.

Account Number

Account opened by _____

Name _____

Signature _____

Input by _____

Name _____

Signature _____

Checked by _____

Name _____

Signature _____

Introduced / sourced by _____

Name _____ Acc. No. _____

Signature _____

Aide Memoire Checklist

	YES	NO
• Government Revenue stamp franked on GTC	<input type="checkbox"/>	<input type="checkbox"/>
• Mandates of opening account obtained	<input type="checkbox"/>	<input type="checkbox"/>
• Bank opinion sought (Referee)	<input type="checkbox"/>	<input type="checkbox"/>
• Valid identification document (s) obtained & authenticated	<input type="checkbox"/>	<input type="checkbox"/>
• Photographs (s) obtained & authenticated	<input type="checkbox"/>	<input type="checkbox"/>
• Signature (s) scanned	<input type="checkbox"/>	<input type="checkbox"/>
• Photographs downloaded /scanned	<input type="checkbox"/>	<input type="checkbox"/>
• Cheque Book Ordered	<input type="checkbox"/>	<input type="checkbox"/>
• Debit card / Access Card ordered	<input type="checkbox"/>	<input type="checkbox"/>

Initial deposit received Cash Cheque Transfer Amount _____

ATM cards serial No. _____

Additional Comments _____

BRANCHES

NIC House Branch, Tel: +254 20 2888000

City Centre Branch, Tel: +254 20 229251/2

Harambee Avenue Branch, Tel: +254 20 253429/210661/9

The Junction Branch, Tel: +254 20 3874730/ 3878204

Prestige Plaza Branch, Tel: +254 20 3874073/50

The Mall Branch, Tel: +254 4451721/2

Nkrumah Road Branch Mombasa, Tel: +254 41 2228397/9399

Harbour House Branch Mombasa, Tel: +254 11, 2223215/53

Nyali Nakumatt Branch Mombasa Tel: +254 41 5487683/4

Vickers House Branch Nakuru Tel: +254 51 221 6624/ 221 6668/88

SERVICE CENTRES

20th Century Service Centre, Tel: +254 20 2888217/218

NIC House Service Centre, Tel: +254 20 2213408/2223908

Cheque books	<p>16. Cheques books are issued subject to the following conditions:</p> <p>(a) The customer agrees to look after and use any cheque book form with the utmost care.</p> <p>(b) The customer further agrees to ensure:</p> <p>(i) That all uncompleted cheques forms are kept in safe custody at all time.</p> <p>(ii) That the bank is informed immediately upon discovery by the Customer that any cheque book or any cheque form has been stolen, lost or mislaid.</p> <p>(iii) That any person preparing the cheque is authorized to do so.</p> <p>(iv) That any cheque is prepared and signed in ink or other indelible writing materials:</p> <p>(v) That the amount of any cheque is written as near as possible to the left side of the form to prevent any unauthorized signatory.</p> <p>(vi) That any cheque and any alteration is signed by an authorized signatory.</p> <p>(vii) That no uncompleted cheque is given to any stranger or other person when the customer does not have reasonable grounds for believing him to be trustworthy.</p> <p>(viii) That only cheques overprinted with an account number are used for that particular account.</p> <p>(c) The customer is advised that:</p> <p>(i) Where possible any completed cheque should be crossed with two distinct lines in order to make the cheque negotiable only through a bank; and</p> <p>(ii) If it is known with which bank the beneficiary of the cheque negotiable only through that particular Bank.</p> <p>(d) On receipt of a written notice from the customer to stop payment of a cheque, the bank will record the notice.</p> <p>(e) Upon closure of any account the customer will return to the bank any remaining uncompleted cheque forms relating to that account.</p>
Cheques not Drawn on the Bank's forms in the manners specified by Bank Drawing of Cash	<p>17. The bank may refuse payment of any cheque not drawn on the bank's cheque form in the manner specified by the bank in these Terms and Conditions.</p> <p>18. (a) The bank will pay cash to the customer where the cheque is bank drawing signed in the presence of the teller by an authorized signatory or by authorized signatories.</p> <p>(b) Where a cash cheque is presented not by the customer but by third party, the bank may require confirmation from the customer or from a representative of the customer before it makes payment. Where cash cheques are presented by employees or other known agents of the customer. The following steps must be taken:</p> <p>(i) The employee or agent will be identified before hand and in a manner acceptable to the bank.</p> <p>(ii) a limit on such drawings or specific instruction are agreed in writing between the customer and the bank, and until a limit on such drawing or specific instructions are agreed, no drawings will be allowed under this paragraph.</p> <p>(c) Where the customer requests that payments be made under paragraph (b) the customers indemnifies the bank in respect of all payments made to the presenter of the payment was in fact the order of the customer.</p>
Forgery	<p>19. The bank shall not be liable in any way to the customer for having honored even negligently any cheque the signature or content of which has been forged if:</p> <p>(a) The customer has facilitated such forgery either by failure to comply with any of the conditions contained in clause 16 hereof or by negligence in any other way; or</p> <p>(b) There has been a previous forgery of any cheque of the customer without the customer having objected to the first statement of account which debited such cheque as provided by clause 6 hereof.</p> <p>(c) The forgery has been perpetrated by an employee, servant, agent, contractor or person known to the customer.</p>
Safe custody Of Deposits	<p>Any article received by the bank for storage or safe keeping is received of deposits on the following terms:</p> <p>(a) The article receive by bank for the account of depositor.</p> <p>(b) The article is received by the bank at the sole risk of the depositor as regards any damage to or loss of the article through any cause whatsoever including but not limited to moth. Vermin, heat or leakage, and the bank accepts no responsibilities for any such damages or loss except in so far as this clause expressly provides to the contrary.</p> <p>(c) The bank undertakes to exercise reasonable care in looking after the article and in ensuring that no unauthorized person has the access thereto: provided that the liability of the bank for loss or damage of any one article and its content (if any) is of specified value in excess of that sum</p> <p>(d) The bank has lien over the article and any such article deposited with the bank for storage or safekeeping for an outstanding charge payable to the bank on account of the services provided by the bank for the storage or safekeeping of the article or any other such article, and the pursuant to that lien the bank is authorized to open any package or envelope containing the article or any other such article and to exercise in respect of the article or any other such article such as rights as the bank is permitted by these general terms and conditions to exercise over any property over which the bank has lien.</p> <p>(e) The customer will certify that any items / packages deposited do not contain any firearm or other explosive device.</p> <p>(f) In the event of death of the depositor the bank will release the article to the depositor's personal representatives upon production by such personal representative of a certified copy of the depositor's Death Certificate and a valid grant of probate or letter of administration, and subject to payment of all outstanding charges due to the bank in respect of the storage or safe keeping of the article.</p>
Validity of Documents	<p>20. The bank is not responsible for the authenticity, validity, regularity or value of documents including but not limited to bills of lading, delivery orders, consignment documents, receipts, warrants and insurance policies.</p>
Holding and credit in foreign currency	<p>21. Subject to all laws and governmental regulations applicable:</p> <p>(a) The bank will credit the counter – value the customer's holdings in foreign currencies to account with its correspondents in various countries of origin.</p> <p>(b) Such accounts are in the bank's name but are at the customer's risk, and the customer accepts responsibility for any ensuring correspondence, including but not limited to consequence of legal, fiscal or other measures affecting the accounts.</p> <p>(c) except in the case of an assignment by the customer to the bank, may dispose of such funds only by means of request for cheques or transfers in the original currencies at the bank option.</p> <p>(d) All credits granted in foreign currencies are also subject to this Clause.</p>
Accounts in Foreign Currencies	<p>22. Subject to all laws and governmental regulations, where an account is foreign currency any demand on the bank for payment from such account is properly met by the bank issuing a draft or affecting a transfer or making a payment in any other manner in foreign currency at the discretion of a bank.</p>
Communication	<p>23. (a) all notices, statement, letters and other communication from the bank may sent to the last address given by customer, and the date on the bank's copy of such communication is taken to be the date of such dispatch in the absence of proof to the contrary.</p> <p>(b) any written communication from the bank to the customer including but not limited to any notice given pursuant to these terms and conditions shall be deemed to have been received by the customer, if delivered then at the date and the time of delivery, and if sent by post it shall be sufficient to prove that the letter containing the communication was properly stamped and addressed.</p> <p>(c) the customer has no claim on the bank for damage resulting from losses, delay, misunderstandings, mutilations, duplications or any other irregularities due to transmission of any communication whether to or from the customer, the bank or any third party, by delivery, post fax, telephone, telex, or any other means of communication.</p>
	<p>I / We accept these General Terms and Conditions referred to in the aforementioned. I / We undertake unequivocally to abide to the same at all times. I / We unequivocally permit and allow the Bank at its own sole discretion to refer, rely and apply these said terms and conditions to me/us whilst opening any future account opening process which I/We may apply and/or authorize you to do so. Such an action and/or reference shall not prejudice the Bank's right to amend, change and or review these general terms and conditions which amendments, review and or change shall bind me/us without any need of notice to me/us.</p>
Marginal Notes	<p>24. Marginal notes contained in these general terms and conditions are for information purpose only and are not conclusive as to the contents of the of the clauses they relate to.</p>
Interpretation	<p>25. In these terms and conditions the expression "the customer" shall include any person, firm, partnership or corporate body.</p>
Amendments	<p>26. Any addition or alteration to these general term and conditions may be made from time to time by the bank and of which notice has been given to the customer shall be binding upon the customer as fully as if the same were contained in these terms and conditions.</p> <p>27. The bank may disclose details of and relating to the customer accounts to any or other like institution as it deems necessary, provided that such disclosure shall fall strictly within the law of Kenya.</p>

Customer's Instruction	1. The customer requests the Bank to honor and to debit to his account all cheques, drafts, bills, promissory notes, acceptance, negotiable instruments and order drawn accepted or made out to him, and to carry out any instructions he may give in connection with his account notwithstanding that any such debiting or carrying out may cause his account to be overdrawn or an overdraft to be increased. Where no overdraft has been reached, the Bank may nevertheless refuse to carry out any instructions which would result in there being an overdraft or any greater than agreed, as the case may be.
Authorized Signature	2. The customer will give the bank in an acceptable form the specimen signature of every person authorized to operate the account. Unless otherwise agreed all signatories are entitled to withdraw all or any of the customer's property or securities held by the Bank from time to time, to open any further account in the customer's name, and to overdraw any of the customer's accounts.
Set-off	3. (a) The bank may, without notice, set off against any account or indebtedness of the customer: i) any other account whether current, loan, savings or any other type. ii) any time or other deposit. (b) The bank may, upon notice to the customer, set off his account against any other account or indebtedness in respect of which the customer is liable, notwithstanding that some other person may also be liable.
Simultaneous order in excess of funds	4. Where the bank receives several orders at approximately the same time the total amount of which exceeds the available assets of or the credit granted to the customer. The bank may honour the orders in whatever manner it thinks fit within the limit of funds available.
Bank charges and Expenses interest	5. The bank is entitled to be paid by the customer and may debit the customer with: (a) Unless otherwise agreed in writing, interest, on overdrawn accounts including penalty interest, loan account or any other facility granted by the bank, at a rate which may be different for different accounts. The bank need not notify the customer of any change in the rate of interest charged. (b) Advocate and client cost incurred by the bank in obtaining legal advice in connection with the customer's accounts and dealings with the bank or incurred by the bank in any legal, arbitration or other proceedings arising out of any dealings in respect of the customer commission. (c) Commission at such rates at such times as the bank decides, with discretion to charge different rates for different accounts. Other charges (d) In addition to the debits authorized by sub-clauses (a), (b) and (c) of this clause, all other expenses and charges including but not limited to Ledger Fees, Disbursement for Cheques Books, Postages, Swift, Telephone Calls, Taxes, Duties, Impositions and Expenses incurred in Complying with the customer's request.
Statements deemed approved if not objected to within 28 days	6. The content of any statements of account or statement of any other nature which has been sent by the bank to the customer, and to which the customer has not objected within twenty-eight days of the receipt thereof, shall be deemed approved by the customer, and shall thereafter be challenged by the customer on any other ground whatsoever whether lack of mandate, forged or inadequate signature of endorsement of cheques, forged alteration or otherwise.
Delay by customer lodging complaints	7. The bank is not responsible for any matter unless the customer has made a written complaint to the bank as soon as reasonably possible.
Payments by third parties deposit of cheques	8. The bank may credit the customer with amounts paid by third Parties. 9. (a) All cheque or other orders for payment of whatsoever nature are accepted for deposit or collection at the risk of the customer. Where any cheque or order is unpaid for any reason whatsoever (including but not limited to physical loss), the bank may debit the customer with the amount previously credited (taking into account any exchange fluctuation where relevant) in respect of that cheque or order, together with interest since the date of crediting if the account thereby is withdrawn. (b) Before making any withdrawal, the customer must allow sufficient time to elapse after making any deposit in order to enable the bank to carry out the necessary bookkeeping operations to credit the account. For the purpose of this sub-section sufficient time shall be deemed to be one complete business day. (c) Notwithstanding the provision of clause 6 herein any money credited to the customer in error must be repaid immediately together with applicable interest on demand.
No duty on Bank to protest	10. The bank is not liable for any loss or damage suffered by any party if any dishonored bill is not noted or the protested or both. provided that it receives instructions to do so in reasonable time.
Repayment of	11. The bank is entitled to demand the immediate repayment with interest of any account that is overdrawn.
Overdrawn Accounts Lien	12. (a) When the customer is indebted to the Bank, the bank has a general lien over all property of the customer in the bank's possession, including, but not limited to cash, goods, securities or valuables deposited or safe custody or as security, cheques presented for repayment, bill and any other property movable or immovable charged to secure repayment of any money whether or not that money has been repaid: and also over all property over which by the general law the bank has lien. (b) Where the customer is indebted in circumstances giving the bank a right of set securities as set out in paragraph (a) hereof are held as security for debt. (c) The bank may at any time give the customer notice in writing that if an accrued debt is not paid within a stated period being not less than 14 days after receipt of the Customer's asset to discharge the debt. (d) If the debt is not discharged within the time allowed, the bank may realize sufficient of the customer's assets to discharge the debt, and the customer constitutes the bank his attorney for the purpose of conducting the sale giving title to assets sold and all other necessary matters. any sum remaining after such a transaction will be held for the customer subject to these terms and conditions. (e) The bank is under no obligation in respect of any sale under sub-clause (d) other than for malafides. (f) Funds in foreign currencies which are subject to the bank's lien may be set off against debts or realized at the rate of exchange current at the date of set off or realization. The bank accepts no liability for any loss caused by exchange fluctuations. (g) Deposits including those held in foreign currencies and for a given period of time may be set off against debts notwithstanding that the time period of the deposit has not expired.
Variation and Termination of Relationship	13. the bank may any time, upon notice to the customer terminate or vary its relationship with the customer and in particular but relationship without prejudice to the generality of the foregoing the bank may cancel credits which it has granted and require the repayment of outstanding debts resulting therefrom within such time as the Bank determine.
Partnership of Accounts	14. In the event of the customer being partnership the following additional provision apply: (a) The partners authorize the bank to carry out instructions countermanding payment of cheques, bills of exchange, promissory notes, or other orders for payment when such instructions are given by any person whose name appears on the mandate whether or not that person has sign the original payment instruction. (b) The partners authorize the bank to make advances with or without security by way of overdraft. loan or in any other manner on the request of the partners at the time made with the mandate, and to discount bills and promissory notes on the request of the partners for the time being made in accordance with the mandate. (c) The partners authorize the bank to accept by the way of pledge or deposit as security or for safe custody anything belonging to the partnership on the instructions of the partners for the time being made in accordance with the mandate, and to deliver upon the said instructions anything so accepted or held on account of the partnership. (d) All liability of the partners to the bank is joint and several. (e) Upon any change in the constitution of the partnership, the partner will sign a new mandate. (f) A mandate remains in force and may be acted upon by the bank until it has been revoked in writing by all or the signatories or until it has been replaced by new mandate.
Freezing of Accounts	15. The bank may at any time freeze any account of any accounts Customer if and so long as there is any dispute or the bank has doubt for any reason (whether or not well founded) as to the person or person entitled to operate the same. Without any obligation to institute interpleaded proceeding or to take any step of its own initiative for the determination of such dispute or doubt.
Joint account	In the event of two or more customer holding a joint account the following additional provisions apply: (a) The holders of joint account authorize the bank to pay or deliver to or to the order of the survivors or survive or the executor or administrators of such survivor any monies standing to the credit of their joint account. (b) All liabilities on joint account is joint and several.

For Bank Use Only

Date

Sales Code

A/C Class

Risk Code

Restriction

S/C Code

Risk Level 1 2 3

RSM No.

Date

Account Number

Account opened by

Name _____

Signature _____

Input by

Name _____

Signature _____

Checked by

Name _____

Signature _____

Introduced / sourced by

Name _____ Acc. No. _____

Signature _____

Aide Memoire Checklist

	YES	NO
• Government Revenue stamp franked on GTC	<input type="checkbox"/>	<input type="checkbox"/>
• Mandates of opening account obtained	<input type="checkbox"/>	<input type="checkbox"/>
• Bank opinion sought (Referee)	<input type="checkbox"/>	<input type="checkbox"/>
• Valid identification document (s) obtained & authenticated	<input type="checkbox"/>	<input type="checkbox"/>
• Photographs (s) obtained & authenticated	<input type="checkbox"/>	<input type="checkbox"/>
• Signature (s) scanned	<input type="checkbox"/>	<input type="checkbox"/>
• Photographs downloaded /scanned	<input type="checkbox"/>	<input type="checkbox"/>
• Cheque Book Ordered	<input type="checkbox"/>	<input type="checkbox"/>
• Debit card / Access Card ordered	<input type="checkbox"/>	<input type="checkbox"/>

Initial deposit received Cash Cheque Transfer Amount _____

ATM cards serial No. _____

Additional Comments _____

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