



Please ensure that you:

- 1) Complete ALL sections and write N/A in areas not applicable to you
- 2) Countersign all modifications or corrections you make
- 3) Attach a certified copy of either your passport or national identification card and (if available) company identification card
- 4) Please tick the appropriate box

Gold Card

International Classic

Corporate

Serena

Tuskys

### REQUIREMENTS

- i) Certified copy of salary slip for the last 1 month
- ii) Certified copy of bank statements for the last 3 months (employed), 6 months (self employed)
- iii) Certified copy of either passport (including signature page) or national identification
- iv) Any other proof of source of income including recent audited accounts
- v) Proof of residential address

### PERSONAL DETAILS

Title: MR  MRS  MISS  OTHER \_\_\_\_\_

Surname \_\_\_\_\_ First name \_\_\_\_\_ Middle name \_\_\_\_\_

Gender \_\_\_\_\_ Marital Status \_\_\_\_\_ No of Dependants \_\_\_\_\_

Date of Birth: Day \_\_\_\_\_ Month \_\_\_\_\_ Year \_\_\_\_\_

ID Number (if Kenyan) \_\_\_\_\_ Passport No. \_\_\_\_\_ Country of Issue \_\_\_\_\_

Marital status: Married  Single  Divorced/Separated  Widowed  No. of Dependants \_\_\_\_\_

If married, name of spouse \_\_\_\_\_

### Residential address

Estate \_\_\_\_\_ House No. \_\_\_\_\_ Street \_\_\_\_\_ Town \_\_\_\_\_

L.R. No. \_\_\_\_\_ Nearest landmark \_\_\_\_\_

How long have you lived there? Years \_\_\_\_\_ Months \_\_\_\_\_

Home Telephone No. \_\_\_\_\_ Mobile No. \_\_\_\_\_ Email address \_\_\_\_\_

Postal address \_\_\_\_\_ Postal code \_\_\_\_\_ Town \_\_\_\_\_

Next of Kin \_\_\_\_\_ Contact address \_\_\_\_\_

Telephone No. \_\_\_\_\_ Email \_\_\_\_\_

### EMPLOYMENT DETAILS

Please tick appropriate box: Employed  Self Employed  Retired

Employer's Name / Business Name \_\_\_\_\_ Your position \_\_\_\_\_

Terms of employment: Permanent  Contract  Other (Specify)  \_\_\_\_\_

Contract Expiry Date (If Contract): \_\_\_\_\_

Employer's / Business physical address \_\_\_\_\_ Building \_\_\_\_\_ Town \_\_\_\_\_

Postal address \_\_\_\_\_ Postal code \_\_\_\_\_ Town \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_ Email address \_\_\_\_\_

Your gross salary / net income (if self-employed) \_\_\_\_\_ Allowance \_\_\_\_\_

State any other source of income and amount: Source \_\_\_\_\_ Amount per annum \_\_\_\_\_

Length of service with your current employer / Age of business if self employed \_\_\_\_\_

If less than 1 year name of previous employer \_\_\_\_\_ Telephone No. \_\_\_\_\_

Billing Address: Where do you want your statement to be sent?

Address \_\_\_\_\_ Town/City \_\_\_\_\_ Postal Code \_\_\_\_\_ Country \_\_\_\_\_

Where do you want to pick your card? Card centre  KCB Branch

Specify branch \_\_\_\_\_

### BANKING DETAILS

Bank Name \_\_\_\_\_ Branch \_\_\_\_\_

Account No. \_\_\_\_\_

#### Type of Account.

Current  Savings  Deposits  Account Number \_\_\_\_\_ Account held since \_\_\_\_\_

**Additional bank details may be put on a separate sheet.**

### OTHER FINANCIAL DETAILS

Do you own a house? Yes  No

If yes, Estimate market value in Kshs \_\_\_\_\_ L.R. No \_\_\_\_\_

Current mortgage outstanding in Kshs \_\_\_\_\_ Monthly mortgage repayments in Kshs \_\_\_\_\_

Name of lender \_\_\_\_\_ Branch \_\_\_\_\_ Address \_\_\_\_\_ Account number \_\_\_\_\_

Are you paying rent for your current accommodation? Yes  No

If yes, your monthly rent in Kshs \_\_\_\_\_ Are you housed by your employer? Yes  No

#### Other Loans/ Overdraft

	Name of Lender	Monthly Payment	Loan Balance
1			
2			

#### Other Credit/Charge cards held

	Name of card Issuer	Account Number	Card held since
1			
2			

### PERSONAL REFEREES

**Please give names of two personal referees (They should not be spouse or next of kin)**

1. Name \_\_\_\_\_ Address \_\_\_\_\_ Telephone No. \_\_\_\_\_

Company/Business \_\_\_\_\_

Email \_\_\_\_\_

2. Name \_\_\_\_\_ Address \_\_\_\_\_ Telephone No. \_\_\_\_\_

Company/Business \_\_\_\_\_

Email \_\_\_\_\_

**BILLING CYCLE**When do you wish to make your payments? 10th  15th  20th  25th  30th **DIRECT DEBITING/AUTOCREDIT AUTHORITY (FOR KCB CUSTOMERS)**Do you want KCB to make payments directly from your Bank Account to the credit of your Card Account? No  Yes   
(if yes complete below)100% of billed amount  50% of billed amount  20% of billed amount 

Bank Name \_\_\_\_\_

Branch Name \_\_\_\_\_ Account Name \_\_\_\_\_

Account Type \_\_\_\_\_ Account Number \_\_\_\_\_

I/We authorise the above named branch to make payments from my/our account at the request of KCB Card Centre. The amounts are variable and are debited on the due date.

Signature \_\_\_\_\_ Date \_\_\_\_\_

**AUTHORITY OF SET OFF (KCB CUSTOMERS)**

(Mandatory for KCB account holders)

I authorise you to debit my account(s) with KCB all amounts outstanding on the Card Account, should there be any need to do so.

Signature \_\_\_\_\_ Date \_\_\_\_\_

**ADDITIONAL SUPPLEMENTARY CARDHOLDER**

Complete this section only if you want us to issue a second card to another person (e.g. your spouse as an authorised user of your Card Account). Remember that as the principal Cardholder, you will be liable for usage by your authorised user. The details to be filled in this section are for an authorised user who must sign where indicated.

Title: MR  MRS  MISS  OTHER \_\_\_\_\_

Surname \_\_\_\_\_ First Names \_\_\_\_\_

Date of Birth \_\_\_\_\_

National ID No. \_\_\_\_\_ Passport No. \_\_\_\_\_

Tel Office \_\_\_\_\_ Mobile \_\_\_\_\_ Residence \_\_\_\_\_

Address \_\_\_\_\_ Town/City \_\_\_\_\_ Postal code \_\_\_\_\_ Country \_\_\_\_\_

Email \_\_\_\_\_

Relationship with Principal Cardholder \_\_\_\_\_

Please issue me with a card. I confirm that I have read and understood the terms and conditions attached. I agree to be bound by the said Terms and Conditions of use ( as amended from time to time).

Signature of Authorised User \_\_\_\_\_ Date \_\_\_\_\_

**AUTHORITY TO ISSUE CARD(S) – STANDARD WARRANTIES**

Please issue a card(s) to me, I warrant that the information given is true, accurate and complete. I authorise you to make any enquiries necessary in connection with this application. I confirm that I have read, understood and accept to be bound by the attached Terms and Conditions (as amended from time to time). In particular, I confirm that I have considered clause 18, 19, 20, 21 and 22 of the Terms and Conditions and found them to be fair, reasonable and necessary to enable the bank to continue affording the Card facility to me and shall not dispute any claim by the bank against me on grounds that the charges and or rates of interest charged by the bank are unfair or unreasonable under any circumstances. Any authorised user(s) and I agree to be jointly and severally liable for all debits to the Card Account.

Signature \_\_\_\_\_ Date \_\_\_\_\_

**KCB CORPORATE CARD REQUIREMENTS**

- i) Bank Statements for the last 6 months
- ii) Memorandum and Articles of Association
- iii) Certificate of Incorporation
- iv) Audited Accounts for the last two years
- v) Company Guarantee (Internal form)
- vi) Board Resolution
- vii) Copy of National Identity Card or Passport of authorised users
- viii) Filled Application Form

**COMPANY DETAILS**

Name of Company \_\_\_\_\_ Nature of Business \_\_\_\_\_

Physical location: Building Name \_\_\_\_\_ Floor No \_\_\_\_\_ Street \_\_\_\_\_

Postal Address \_\_\_\_\_ Town \_\_\_\_\_ Post Code \_\_\_\_\_

Telephone No \_\_\_\_\_ Fax No \_\_\_\_\_

Email Address \_\_\_\_\_

Years Company has been in operation \_\_\_\_\_

Website (if any) \_\_\_\_\_

**AUTHORISING SIGNATURES**

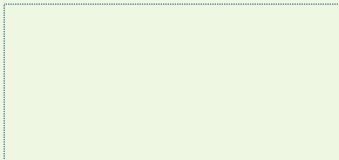
	Name	Position	Signature
1	_____	_____	_____
2	_____	_____	_____
3	_____	_____	_____

**List of Directors (If different from Authorised Signatories)**

	Name	Signature
1	_____	_____
2	_____	_____
3	_____	_____

Board Resolution Dated \_\_\_\_\_

Company seal



## 1 DEFINITIONS

- 1.1. The bank means Kenya Commercial Bank Limited of P.O. Box 58233 – 00200 Nairobi.
- 1.2. Card means any credit card including any additional card issued by the Bank to you or to persons nominated by you from time to time under this agreement
- 1.3. Cardholder means the principal cardholder and any other person for whose use a Card is issued by the Bank at the request of the principal Cardholder
- 1.4. Card Account means the account maintained by the bank for you in connection with the Card transactions
- 1.5. Card Centre means a separate unit of the Bank that is responsible for the management, control and processing of facilities and transactions conducted by the use of the Card.
- 1.6. Card Transactions means any payment made or cash advance obtained by the use of the Card, or in any manner authorized by you for debit to your Card Account.
- 1.7. Conditions mean these or any other conditions made by the Bank from time to time.
- 1.8. Credit Limit means the maximum debit balances from time to time permitted on the card account as determined by the bank in its absolute discretion and notified to principal cardholder.
- 1.9. Due Date means fifteen (15) days after the Statement Date or such date as shall be notified to you by the Bank in writing from time to time
- 1.10. PIN means Personal Identification Number allocated to you by the Bank to enable you to use the Card
- 1.11. Principal Cardholder means you.
- 1.12. Statement means the monthly statements of the Card Account sent to you by the Bank in accordance with these conditions.
- 1.13. Statement Date means the date on which the statement is rendered.
- 1.14. The masculine gender includes the feminine and the vice versa.

## 2 CONDITIONS CONSTITUTING AGREEMENT

- 2.1. The conditions are varied from time to time constitute the Agreement between you and the Bank with respect to the issue and the use of the Card
- 2.2. You shall be deemed to have read, understood and agreed to be bound by these conditions upon your signing of the application form.
- 2.3. You confirm in particular that you have considered the rate of interest specified in Condition 7 and the charges levied by the Bank as specified in Conditions 17, 18, and 19 below and found them to be fair, reasonable and necessary to enable the Bank to continue affording the Card facility to you and you shall not dispute any claim by the Bank against you on grounds that the charged and or rates of interest charged by the Bank are unfair or unreasonable under any circumstances.

## 3 THE CARD

Subject to the terms of this agreement

- 3.1. The Bank shall issue you at the Banks sole discretion and to any other person nominated by you who agrees to be bound by these Conditions, a Card or Cards to enable you to obtain facilities and benefits made available by the Bank and make purchases from merchants who accepts Visa International/ MasterCard Cards.
- 3.2. The Card may also be issued to withdraw cash from cash dispensers and automated teller machines (ATMS) operated by the Bank and other members of Visa International/MasterCard (the ATM shall be identified by the Visa/MasterCard logo) u to such limit as may be notified to you by Bank from time to time in writing.
- 3.3. The Card is and remains the property of the Bank at all times and it must be returned to the Bank on request and may be repossessed at any time without notice by the Bank or by any person acting on the Bank's behalf.
- 3.4. Until and unless this Agreement is terminated the Bank shall renew the Card from time to time and debit the renewal and all other applicable charges to your Card Account.

## 4 CREDIT LIMIT AND STATEMENT OF ACCOUNT

- 4.1. The Bank shall advise you of the Credit limit when the Bank issues you with a Card and each month the Bank shall prepare and send to you a statement showing the status of your Card Account.
- 4.2. You must pay to the Bank on the due date the minimum payment shown on the statement although you may pay the total outstanding sum or any larger sum as you may wish.
- 4.3. You may, at any time, apply for an increase of your credit limit although the Bank is under no obligation to effect the same. Any increase shall take effect on the date that the Bank notifies you in writing.
- 4.4. The bank may at any time and without giving any reasons vary your credit on giving you written notice to that effect.
- 4.5. You are advised to check all the entries in the statements against the Card transactions vouchers or receipts to confirm the correctness of those entries.
- 4.6. If you notice any charge that you do not recognize, or which does not tally with your Card transaction vouchers or receipts, you are advised to contact Card Centre or the nearest branch of the Bank immediately and seek clarification or correction.
- 4.7. No queries or complaints relating to entries in a statement shall be entertained by the Bank after the expiry of the fifteen (15) days from the statement date.
- 4.8. The Credit Limit should never under any circumstance be exceeded. Any amounts incurred in excess of the credit limit shall be immediately due and payable to the Bank whether or not demanded by the Bank. In calculating whether the Credit limit has been exceeded the amount of every card transaction authorized but not debited to your Card. Account shall be taken into account.
- 4.9. You shall not make any payment to any person except the Bank in respect of goods and services obtained with the use of the Card.
- 4.10. Non receipt of a statement shall not discharge you from obligations to pay any amounts due including interest and late payments charges it being understood that you shall at times keep copies of the Card transactions.

## 5 USE OF THE CARD

- 5.1. You shall comply with the following terms and ensure that any additional cardholder complies with them:
  - 5.1.1. Sign the Card upon receipt with a black or blue ballpoint pen
  - 5.1.2. Keep the Card secure at all times
  - 5.1.3. In using the Card do not exceed the credit limit notified to you from time to time by the Bank.
  - 5.1.4. Do not use the card before of after the period for which it is stated to be valid or after any notification of its cancellation or withdrawal is given to you whether by the Bank or any person acting on the Bank's behalf.

- 5.1.5. Destroy the slip advising you of the PIN immediately upon receipt and always keep any record of it separate from the Card.
- 5.1.6. Do not discard carelessly used carbon copies containing the card details as that information could be used to perpetrate fraud.
- 5.1.7. When making a purchase, ensure that the merchant destroys any spoilt vouchers or receipts in your presence.
- 5.1.8. Cut the Card in two upon expiry.
- 5.2. You and the additional cardholder (s) shall be jointly held liable for all charges incurred by the holder of the card or levied by the Bank in connection with the Card.
- 5.3. Any person nominated and authorized by a Company to use a card shall be jointly and severally liable with the company for all charges incurred by the use of the Card or levied by the Bank in connection with the card.
- 5.4. The Card is not transferable and is valid for use only by the person whose name is embossed on it during the validity period embossed thereon.
- 5.5. The use of the Card is subject to the Bank's absolute discretion to withdraw the right to use the card or to refuse any request for Authorization of any Card transaction at any time and without prior notice.

## **6. DEBIT OF CARD ACCOUNT**

The bank shall be entitled to debit your Card Account each month with the amount of all card transactions arising from the use of the Card including interest due and other charges under this agreement incurred by you or any additional cardholders(s).

## **7. INTEREST CHARGES**

- 7.1. If the principal Cardholder shall repay the whole amount outstanding on the statement by the close of business on the due date, no interest shall be charged on any items appearing on the statements. If the principal Cardholder shall duly pay the monthly payment, interest will be charged at a rate of 3.5% per month on the daily outstanding balance from one statement date to the next or at such rate as the Bank shall determine from time to time.
- 7.2. Any change of interest rates shall be notified to you on the statement or such other means as the Bank shall find appropriate and in providing notice it shall be enough for the Bank to produce a copy of the statement containing such notice or the means by which the change was notified to you

## **8. APPROPRIATION OF REPAYMENTS**

Repayment shall take place when remittances are credited to your Card Account in the following order of priority:

- 8.1. In repayment of all interest shown on the latest and previous statement.
- 8.2. In repayment of all charges under this agreement.
- 8.3. Towards repayment of all card transactions shown on any previous statement.
- 8.4. Towards repayment of all card transactions authorized but not shown on any statement.

## **9. LOST OR STOLEN CARDS**

- 9.1. If a Card is lost or stolen, or a Card is for any other reason liable to be misused or you have any reason to suspect that your PIN may have been discovered by an unauthorized person, you shall immediately notify the Card Centre, P.O. Box 58233-00200, Nairobi, Telephone 020-3749091/38/53 Fax 020-3749071 (Nairobi) and 041-2224918 (Msa) or the nearest branch of the Bank by telephone and confirm such telephone call in writing within (7) days quoting your Card Account number.
- 9.2. Until and unless such notice is received the Bank is authorized and shall remain authorized to debit your Card Account for Card transactions made using the Card.
- 9.3. You shall be liable to the Bank for all losses or claims to the Bank arising from any Card transaction effected before such notice is received.
- 9.4. You shall give the Bank and any person acting on the bank's behalf all necessary assistance in any investigations, avail all information as to the circumstances of the loss, theft or possible misuse of the Card and take all reasonable steps to assist the Bank to recover the Card.
- 9.5. Your consent to the disclosure to third parties of such information as is relevant concerning your card account in connection with such loss, theft or possible misuse of your Card.
- 9.6. If your Card is lost and reported to the Bank and you subsequently find it, you shall cut it into two and return it to the Card Centre or the nearest branch of the Bank.
- 9.7. The Bank will as soon as practicable, replace any lost or stolen Card subject to payment of the applicable replacement charge.

## **10. USE OF THE CARD BY FAMILY MEMBERS**

- 10.1. You shall be liable for purchase or cash withdrawals made by family members who use the Card with or without your permission unless you have reported to the Bank as provided under the condition 9 above.
- 10.2. If you have become separated or divorced and your spouse is on your Card account, you shall be liable for your spouses Card transactions, unless and until you notify the Bank in writing to change the status of your Card Account.
- 10.3. You shall be issued a personal identification number (PIN) to enable you use the Card. You should keep your PIN confidential and never disclose it to a third party including the Bank's staff.

## **12. VISA INTERNATIONAL / MASTERCARD REGULATIONS**

- 12.1. The use of the Card is regulated by the terms of Visa International/MasterCard and you agree to abide by those terms as they shall be communicated to you by the bank from time to time.
- 12.2. Any charges made by Visa International/MasterCard on foreign currency transactions shall be debited to your Card Account. The amount of Card transactions and charge rendered involving foreign currency shall be converted into Kenya shillings at the exchange rate quoted by the Bank on the date payment is received and exchange risk is debited to your Card Account.

## **13. PAYMENT OF AMOUNTS DUE**

- 13.1. You shall within fifteen (15) days from the statement date pay to the Bank all amounts as shown on the statement (including any debit balance in excess of the credit limit or the amount of any Card transaction made in breach of this agreement) whether or not you signed the relevant vouchers or receipts.
- 13.2. In the event of any act of bankruptcy, death, liquidation appointment of a receiver or other event of insolvency the total amount due on the Card Account shall become immediately payable.
- 13.3. Any payment to the Bank shall only take effect when received at the Card Centre or any branch of the Bank in cleared funds and credited to the Card Account. You shall be liable to pay a handling fee if a cheque or other remittance is dishonored on presentation.

- 13.4. Any amount not paid on due date shall attract interest as provided in condition 7 above in addition to all other charges under this agreement.
- 13.5. In determining the date on which payment is due, the Bank may in its absolute discretion and without reference to you select a date in each calendar month as the statement date.

#### 14. LIABILITY

- 14.1. The Bank shall not be liable in any way if a third party does not honour the Card.
- 14.2. You shall be liable for any loss or cost suffered by the Bank, as a result of any breach of this agreement.
- 14.3. The Bank shall not be liable if it is unable to perform its obligations under this agreement due to the failure of any machine, data process system, transmission link, industrial dispute, terrorist action or anything outside its direct control or that of its agents or subcontractors.

#### 15. ADDITIONAL OR SUPPLEMENTARY CARD

- 15.1. The Bank may issue a Card (hereinafter referred to as Additional Card) for use by any person nominated by you in writing (Additional Cardholder) as an authorized user on your Card Account upon the written agreement of such person to be bound by the terms of this agreement. (Additional Cardholder) shall sign a separate application form-confirming acceptance to be bound by these Terms and Conditions.
- 15.2. You and the Additional Cardholder shall be jointly and severally liable to pay all amounts arising from or losses incurred by the Bank in connection with use of the Additional Card or breach of this Agreement. All such costs shall be debited to your Card Account.
- 15.3. The Bank shall cancel any Additional Cardholder at any time upon request in writing by you and upon return or surrender of such Additional Card to the Bank.

#### 16. CARD HOLDERS CLAIMS

- 16.1. Your Card Account shall only be credited with a refund in respect of a Card transaction if the Bank receives refund voucher or other refund verification acceptable to it.
- 16.2. No claim by you against a third party may be the subject of a defence or counter claim against the Bank.
- 16.3. You may not assign or otherwise dispose of any of your rights and obligations under this Agreement.
- 16.4. You shall not be entitled to any interest on any credit in your Card Account.
- 16.5. You shall not return for cash refund any goods and tickets obtained with the use of the Card.

#### 17. CHARGES

- 17.1 At present the following charges apply:

	Gold Kshs'000	Int'l Classic Kshs'000	Corporate Kshs'000	Serena Kshs'000	Tuskys Kshs'000
17.1.1 Joining	4	3	4	4	2
17.1.2 Annual fee	4	3	4	4	2
17.1.3 Supplementary	2	1	2	1	1
17.1.4 Credit Limit	200+	15-200+	50+	50+	15-200+
17.1.5 Replacement charge for lost card	1	1	2	1	1
17.1.6 Cash Withdrawal	6% of transaction value				
17.1.7 Late payment	5% of the total amount due on your Card Account				
17.1.8 Interest rate	3.5%				
17.2	Charges, fees and limits shall be reviewed from time to time as the Bank shall deem necessary.				
17.3	All fees and charges shall be debited to your Card Account immediately they are incurred or become due.				

#### 18. CASH WITHDRAWALS

Each card withdrawal transaction shall be charged six percent (6%) transaction value. This facility shall be available only at the nearest branch of the Bank, the Visa ATMs and a few merchant points approved by the Bank.

#### 19. LATE PAYMENT FEES

- 19.1. In addition to interest charged pursuant to clause 7 above, a late payment of five percent (5%) of the total amount outstanding on your card account at the end of each month shall be charged if such amount is still unpaid on the due date.
- 19.2. If the Bank accepts late or partial payment this shall not affect any of its rights under this Agreement or at law even if the payment is described as being in full or partial settlement of any sum date.

#### 20. INDEMNITY AND RECOVERY OF COSTS

- 20.1. The Bank will honour Card transactions effected by you through mail and other orders and debit your Card Account in the usual manner.
- 20.2. You agree to be liable for all such Card transactions and in proving that the transaction was authorized by you, the Bank shall be entitled to rely on such documentary evidence as may be available to it which confirm that you gave your Card number to a merchant by mail or other order and the Bank's rights shall not be affected or defeated by reason of your not having placed, confirmed or renewed that order or received the goods in question.

#### 21. MAIL ORDER

- 21.1. The Bank will honour Card transactions effected by you through mail and other orders and debit your Card Account in the usual manner.
- 21.2. You agree to be liable for all such Card transactions and in proving that the transaction was authorized by you, the Bank shall be entitled to rely on such documentary evidence as may be available to it which confirm that you gave your Card number to a merchant by mail or other order and the Bank's rights shall not be affected or defeated by reason of your not having placed, confirmed or renewed that order or received the goods in question.

#### 22. STANDING ORDERS

All instructions to vary or cancel existing standing orders effected through the Card Account must be received by the card centre latest 10 days before the statement date.



**23. EXECUTION BY A BODY CORPORATE**

If you are a corporate body you hereby warrant that all corporate actions necessary for the signing of the application form under seal have been taken and that no further action is required to validate the execution of this Agreement by the affixation of the Company seal.

**24. VARIATION**

The Bank reserves the right to vary, amend or replace all or any of these conditions at any time without prior notice. The Bank shall notify you of any changes made to these conditions as soon as is practicable but failure to make such notification shall not invalidate the changes.

**25. BREACH OF CONDITIONS**

In the event of any breach by you or any additional Cardholder of any of these conditions the Bank may in circumstances where you fail to comply or fail procure compliance with the terms of a notice served by the Bank on you, require immediate repayment in full of the outstanding balance on your Card Account.

**26. SUSPENSION**

The Bank may at any time and without notice cancel or suspend the right to use the Card entirely or in respect of specific facilities or refuse to re-issue, renew, or replace any card without affecting your obligations under this agreement.

**27. TERMINATION**

- 27.1. You may terminate this agreement at any time on written notice to the Bank accompanied by the return of all the Cards and on repayment of the full outstanding balance on your Card Account.
- 27.2. Termination shall only be effective upon the return of all the cards issued for use on your Card Account and the discharge of all the outstanding liabilities under this agreement.
- 27.3. The Bank may cancel any Card on written notice either you or the Additional Cardholder accompanied by the return of the card to the Bank and payment of all sum outstanding on your Card Account.
- 27.4. The Bank may at any time and without giving reasons or notice terminate this agreement and upon such termination you must repay the full outstanding balance on your card account and return to the Bank all cards issued for use on your Card Account and until receipt of the said cards you shall continue to be liable for all charges incurred by use of the Cards.
- 27.5. Termination by either you or the bank shall not affect your obligations to meet any liabilities incurred prior to such termination.

**28. DEATH OR BANKRUPTCY**

- 28.1. On your death, bankruptcy or insolvency (in the case of a body corporate): Your obligations shall remain in full force and effect until such a time as they shall be duly satisfied.
- 28.2. Any additional cardholder shall cease immediately to be entitled to use the Card, and shall return the Card to Card Centre or the nearest branch of the Bank; and
- 28.3. The Card shall be returned to the Card Centre or the nearest branch of the Bank immediately.

**29. DISCLOSURE OF INFORMATION**

- 29.1. You agree that the Bank may disclose details relating to your Card Account to any third party including credit reference for the purpose of evaluating any application made to the Bank or such third party, maintaining your account with the Bank or other purpose as the Bank shall deem appropriate.
- 29.2. You agree that the Bank may disclose details relating to your Card Account including details of your default in servicing your Card Account to any third party (including credit reference) for the purpose of evaluating your credit worthiness or for any other lawful purpose.

**30. GOVERNING LAW AND JURISDICTION**

This Agreement is governed in all respects by the Laws of Kenya and the parties submit to the exclusive jurisdiction of the Kenya courts.

**31. NOTICES AND CHANGE OF ADDRESS**

- 31.1. All notices to you made under this agreement shall be sent by prepaid post to the address stated in the application form or to the last address notified to the Bank pursuant to Condition 31.2 below.
- 31.2. You shall notify the Head of Card Business in writing of any change of name or address. Until such notice is received your address shall be that stated in the application form.

**Please sign below to indicate your understanding and acceptance of the above Terms and Conditions.**

**Name:** \_\_\_\_\_ **Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**THE AGENT FOR KCB**

**Name:** \_\_\_\_\_ **Position:** \_\_\_\_\_ **Authorised signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_ **Sales Code:** \_\_\_\_\_

 Tel: 020 3287000 / 0732 187000 / 0711 087000

 sms: 5222

 [contactcentre@kcb.co.ke](mailto:contactcentre@kcb.co.ke)

 Fax: 0711 087001 / 0732 187001

 [www.kcbbankgroup.com](http://www.kcbbankgroup.com)



**KCB**

Making the  
Difference