

Application for Financial Transactions through Phone Banking

Personal Details

Full Name: _____

Customer ID: _____

Kindly update my personal details as follows for availing services through Phone Banking

Telephone No.: _____ Mobile No.

--	--	--	--	--	--	--	--	--	--	--	--

Email ID: _____

Date of Birth

DD	MM	YYYY			

 Mother's Maiden Name: _____

I am an existing Phone Banking user. Please enable me for availing financial transactions and requests through Phone Banking Channel.
(Please check the above box as required)

Declaration

I have read and understood the Terms & Conditions. I accept and agree to be bound by the said Terms & Conditions including and excluding/ limiting the Bank's liability. I understand that the Bank may, at its absolute discretion, discontinue any of the services completely or partially without any notice to me. I agree that the Bank may debit my account for service charges as applicable from time to time.

I/we authorize the applicant to access the account(s) via the channel selected and authorize IDBI Bank to link new accounts opened by the applicant to the channel selected. I/ We accept and agree to be bound by the said terms and conditions for the use of the above selected services

In case of joint accounts, all account holders must sign.

Name (1st Holder) _____ Signature _____

Name (2nd Holder) _____ Signature _____

Name (3rd Holder) _____ Signature _____

For Bank Use only

Branch Name: _____

Signature Verified by: _____

Customer ID Verified by: _____

Received at Alternate Channel Operations Dept. at CPU: _____

TERMS AND CONDITIONS OF PHONE BANKING

Phone Banking: The Phone Banking facility will be provided at the sole discretion of the Bank in respect of accounts maintained by individuals, sole proprietorships, partnership firms and companies. Phone Banking is not available in respect of accounts in the name of a minor or in which a minor is a joint account holder and jointly operated Bank accounts. Phone Banking for demat accounts shall be given by the Bank for all demat account holders who apply for the use of the Phone Banking service.

User: User shall mean any account holder of the Bank availing of the Phone Banking service. By using this service, the User shall be deemed to have accepted the terms and conditions applicable thereto.

TPIN: TPIN (Telephone Personal Identification Number) refers to a [] digit number that shall be provided by the Bank for accessing Phone Banking Service. The TPIN issued to the User, of the Phone Banking Service, is strictly for the purpose of user's personal use. It is highly confidential and nontransferable. TPIN shall not be disclosed to or parted with any third party under any circumstances or by any means, whether voluntarily or otherwise, as TPIN restricts the usage of the Phone Banking facility only to the authorized user. The User shall not keep any written record of TPIN in any place or in any manner which may enable a third party to use the Phone Banking Service. TPIN shall not be used for any purpose other than for transaction(s) designated by the Bank. The User shall change the TPIN, assigned by the Bank, on accessing the Phone Banking service for the first time and thereafter as frequently as possible as a safety measure. If the User forgets/loses/misplaces the TPIN or the TPIN ceases to remain secret, the User undertakes to inform the Bank immediately. The User may request for the issue of a new TPIN. A new TPIN will be issued to the User after the necessary authentication procedures are carried out. The User is aware and accepts that the issuance of a new TPIN shall not be construed as the commencement of a new contract. The User shall take all necessary precautions to prevent unauthorised and illegal use of the service by any third party. For the purpose of using the Phone Banking service, the User shall provide the TPIN in the manner directed by the Bank. By use of the TPIN, the User shall be deemed to represent that he is the legal and beneficial owner of, or is authorized to deal with, the funds and property in the account(s) each time the User uses the Phone Banking service and seeks information in respect thereof. All transactions conducted with the use of this TPIN will be the responsibility of the account holder(s) and the account holder(s) will abide by the record of the transaction as generated / maintained by the Bank.

Joint Accounts: In case of joint accounts, all joint account holders are required to give their consent on the Phone Banking Registration request application for the terms & conditions of Phone Banking and abide by the same. Separate TPIN may be given to each of the joint account holders to use the Phone Banking facility. All the transactions arising from the use of the Phone Banking shall be binding on all joint account holders jointly and severally. The obligations of such persons hereunder will be joint and several, and, as the context may require, the words herein denoting the singular will be deemed to include the plural, any notice hereunder to any one such person will be deemed effective notification to all such persons. All correspondence will be addressed to the first account holder only.

Phone banking facility is not available in respect of jointly operated bank accounts. Financial Transactions: The Bank offers the facility of conducting financial transactions such as, but not limited to, stop payment, draft / pay order issuance through Phone Banking. The facility is available only in respect of bank accounts maintained by individuals and sole proprietorships registered for Phone Banking. The said facility will be provided in accordance with the conditions specified by the Bank from time to time. The Bank shall specify the maximum and minimum limits on financial transactions from time to time. The User agrees to be bound by such limits. The Bank reserves the right to add / modify / withdraw the facility/ transactions offered through phone banking by it from time to time.

Account holders liability: The account holder(s) will be responsible for all the transactions, whether authorized by the account holder(s) or not and shall save and keep harmless and indemnify the Bank against any action, suit, proceeding initiated against it or for any loss, cost or damage caused by any unauthorized use of the phone banking service. In case of Joint accounts, all account holders regardless of whether they have been issued a TPIN will be jointly and severally liable for all the transactions effected by any of joint account holders. The Bank is authorized to act on the instructions of the user by telephone and the account holder(s) agrees that the bank is authorized to act on any such telephone instructions which the bank, in its sole discretion, believes emanate from the account holder by the use of the TPIN assigned to the account holder in relation thereto (or any number substitutes by the account holder for that purpose) and the bank shall not be liable for acting in good faith by following the telephonic instructions which emanate from unauthorized individuals nor it shall be under any duty to verify the identity of the person(s) giving the telephonic instructions purportedly in the name of the account holder.

Minimum Balance: The User shall maintain at all the time such minimum balance in the bank accounts as the Bank may decide from time to time and the Bank may at its discretion levy such penal or service charges as per the Bank's rules or withdraw the Phone Banking facility if at any time the amount of deposit falls short of the required minimum balance as aforesaid, without giving any further notice to the account holder(s) and/or with incurring any liability or responsibility whatsoever by reason of such withdrawal. The minimum balance criteria is not applicable for demat accounts.

Overdrawn Balance: The User shall not be entitled to overdraw the account with the Bank or withdraw funds in excess of any overdraft limit agreed with the Bank. In case the accounts are overdrawn the Bank shall levy interest on such overdrawn amount from the date of overdrawn balance till the date of adjustment, at such rates as decided by the Bank. This condition is not applicable for demat accounts

Bank's lien: The Bank shall have the right of set off and lien, irrespective of any other lien or charge, present as well as future on the deposits held in Phone Banking account holders account(s), or in any other account, whether in single name or joint name(s) to the extent of all outstanding dues, whatsoever, arising as a result of the Phone Banking facility extended to and/or used by the account holder. This condition is not applicable for demat accounts.

Honoring:

1. The User irrevocably and unconditionally authorizes the Bank and its authorized persons to access all his accounts for effecting banking or other transactions performed by the User through the Phone Banking service. The Bank shall have the right to request the User for further information for authentication of the User's bonafide and to use any other information for authentication of the User. The Bank shall have no obligation to verify the authenticity of any transaction received from the User through Phone Banking Service.

2. The Bank will not be liable for failure to provide the Phone Banking Service or to perform any obligation there under, or for any delay in carrying on the instructions, where such failure or delay is attributable (whether directly or indirectly) to any malfunction of the Phone Banking facility, Bank's system, temporary insufficiency of funds, any dispute or other circumstances beyond its control. The Bank will also not be liable for any consequential or indirect loss or damage, arising from or related to the use of Phone Banking facility. Any statements issued shall be conclusive unless verified otherwise by the bank, any such verification shall likewise be final and conclusive and the User shall make no objection thereto.

3. All the instructions for operating the Phone Banking must be clear and unambiguous and shall be given through telephone by the User in the manner acceptable to the Bank. In the event of distorted or ambiguous instructions, the Bank will be at the absolute discretion as to whether to carry out any such instruction or not and the decision of the Bank in this respect shall be binding on the customer. Besides, the Bank also reserves the right of not carrying out the instruction so given by the customer, if the instruction, in the opinion of the Bank is either not bonafide or is irregular or dubious. The Bank has no liability if it does not or is unable to stop or prevent the implementation of the initial instruction subsequently revoked by the User. All records generated by the Bank for the transactions arising out of the use of the Phone banking service shall be conclusive proof of the genuineness and accuracy of the transaction. The user hereby expressly grants the authority to the Bank to maintain the records as it deem fit.

4. Phone banking service would operate during timings specified by the Bank from time to time.

Accuracy of Information: The User is responsible for the correctness of information supplied to the Bank for use of the Phone Banking Service. The Bank accepts no liability for the consequences arising out of erroneous information supplied by the User. If the User notices an error in the information supplied to the Bank either in the application form or any other communication, he shall immediately intimate the Bank and the Bank will endeavor to correct the error wherever possible on a "reasonable efforts" basis.

Indemnity: The User shall save and keep harmless and indemnify the Bank, including its directors, officers, employees and agents, against all losses and expenses that the Bank may incur, sustain, suffer or are likely to suffer in connection with the Bank's execution of the User's instructions and against all actions, claims, demands, proceedings, losses, damages, costs, charges and expenses as a consequence or by reason of providing Phone Banking Service by the Bank or for any action taken or omitted to be taken by the Bank, its directors, officers, employees or agents, on the instructions of the User.

Charges: The User hereby irrevocably and unconditionally authorizes the Bank to recover all charges related to Phone Banking as determined by the Bank from time to time by debiting one of the Accounts of the User or sending a bill to the User who would be liable to make payment within the specified period. Failure to do so shall result in recovery of the charges by the Bank in a manner deemed fit along with interest, being payable at the rate specified at that point of time by the Bank, and / or withdrawal of the Service without any liability and responsibility of the Bank.

Right of disclosure: The Bank reserves the right to disclose, in strict confidence to other institutions, such information concerning the User's account as may be reasonably necessary for reasons inclusive of but not limited to participation in any electronic funds transfer network, in compliance with a legal directive, for fraud prevention purposes.

Notice: Any notice hereunder sent by post will be deemed to have been received by the User within 7 days of posting the address last notified in writing to the Bank. The Bank may also publish notices of general nature, which are applicable to all users of the Phone Banking service through its branches, its website, notice board, statements or in a newspaper.

Termination of Phone Banking: If the User desires to terminate the Phone Banking facility, he shall give the Bank not less than 15 days notice, in writing, and obtain a valid acknowledgement thereof. In event the Phone Banking facility is used by all or any joint account holders, the termination notice shall be given by all the joint account holders. The User will remain responsible for any transactions made through the phone banking service until the time of such termination.

Right to terminate: The bank shall be entitled to terminate the phone banking facility with immediate effect upon the occurrence of any of the following events (A) failure to adhere to or comply with the terms and conditions herein set forth; (B) an event of default under any agreement or commitment (contingent or otherwise) entered into with the bank or (C) the account holder becoming the subject of any bankruptcy, insolvency proceeding or proceedings of similar nature; or (D) demise of the account holder. The bank, however reserves the right to extend or withdraw the Phone Banking facility, at any time, at its sole and absolute discretion, without assigning any reason whatsoever.

Change in Terms & Conditions: The Bank reserves the right to add, delete and/or amend any of these terms and conditions, at its absolute discretion, upon notice to the User. Changed terms and conditions for the new services introduced shall be communicated to the User on the Bank's website and by other modes of communication. By using the new services, the User shall be deemed to have accepted the changed terms and conditions. If due to the changed terms and conditions, the User desires to terminate its Phone Banking facility, the User should request for termination of the facility, to the Bank, prior to the date upon which such changes are to have effect.

Applicability to Future Accounts: If the user opens further accounts with the Bank / subscribes to any of the products and services of the Bank to which the Phone Banking service is extended by the Bank, then the terms and conditions shall automatically apply to such further use of the phone banking service by the User.

Force majeure:

1. Any failure or delay in the performance by the Bank of its obligation under this agreement shall not constitute a breach hereof or give rise to any claims for damages if, to the extent that it is caused by occurrence beyond the control of the Bank, including but without limiting to the generality of the following link failure, acts of government authority, acts of god, strikes or concerted acts of workmen, fires, floods, explosion, wars, riots, storms, earthquake, accidents, rebellion, sabotage, epidemic, rules, regulations, orders, or directives of any government of any state, subdivision, agency or instrumentality thereof any Court of competent jurisdiction.

2. All authorization and powers conferred on the Bank are irrevocable.

Governing Law: These terms and conditions shall be governed by the laws of India. The Bank accepts no liability whatsoever, direct or indirect for non compliance with the laws of any other country other than India. The User and the Bank agree that any legal action or proceedings arising out of these terms and conditions shall be brought in the courts or tribunals at Mumbai in India and irrevocably submit themselves to the jurisdiction of such courts and tribunals. The Bank may, however, in their absolute discretion commence any legal action or proceedings arising out of these terms and conditions in any other, court, tribunal or other appropriate forum, and the User hereby consents to that jurisdiction.

Signature of Account Holder(s)

(First Holder)

(Second Holder)

(Third Holder)

Date: ___/___/___