

Terms & Conditions

I/we (hereinafter called as "customer"), hereby irrevocably agree and undertake to abide by the terms and conditions stipulated hereinafter, and request MCB Bank Limited, (hereinafter called as "Bank"), to accept the request / instructions (hereinafter called as "instructions"), issued on purporting to have been issued by me/us/the customer, via telephone for availing any or all of the banking services (hereinafter called as "Services"), provided that the Bank may accept the said Instructions at its sole discretion. I/we also undertake and agree to confirm my/our acceptance of the terms and conditions stipulated hereinafter and for such confirmation, I/we have called up/will call up 111-000-MCB (622) for activation of the Services and the Bank will consider these terms and conditions accepted once a TPIN has been issued to me/us/the customer."

In these terms and conditions the following terms are used:

"Bank" means MCB Bank Limited, "formerly Muslim Commercial Bank"

"Customer" means Individual appropriating enclosed service

"TPIN" means Telephone personal Identification number

"ATM PIN" means Automated Teller Machine personal Identification Number

"IVR" means Interactive voice response

"Mandate" means Terms and conditions agreed in this document

SIM / AMP means Mobile telephone service provider

"Default Account" any account that has been predefined by the customer in the Call center Subscription form.

"Alternate Account" any account that has been predefined by the customer in the Call center subscription forms as a debit account in case of payment of any liability / owed amounts, only to be used in case the default account is in condition of no debit applied by the Bank or caused by the customer, willful or otherwise

Mobile means Requests/ Instructions given by the customer after verification via the banking SMS service or via voice

1. That the Bank is irrevocably and unconditionally authorized and instructed to accept all instructions received by the customer via telephone, and the Bank may rely conclusively on the authenticity of and due authorization for any such instructions and regard the same as emanating from me, the customer where the issuer of such instructions correctly provides such information for identification purpose as is contained in the Subscription Form attached hereto as may be requested by the Bank, including but not limited to: (a) The customer Computerized National identity card number (b) The personal Identification Number ("TPIN") issued by the Bank to the customer for able to verify the identity of the customer and for the customer to validly issue instructions for availing any of the Services.

2. The Bank shall, at its discretion, be at absolute liberty to refuse to accept or give effect to any instructions given verbally if, in the sole opinion of the Bank, the authenticity of such instructions is doubtful or the Bank is otherwise unable to give effect to the Instructions for any reason whatsoever.
3. The Customer hereby takes full responsibility for ensuring that no other persons shall have access to the security information furnished in the Subscription form.
4. The instructions given in the terms of this Mandate shall at all times be legally binding and enforceable against the customer. The customer waives all right and remedies to challenge or dispute any instructions executed by the Bank in compliance with the terms of this Mandate.
5. The customer hereby permits and authorizes the Bank to use voice-recording and IVR key strokes recording procedures in connection with any communication with me, the customer, in order to record or verify the instructions. Any such voice and IVR recording made by the Bank shall constitute evidence of the instructions so recorded.
6. The customer acknowledges and accepts that he/she shall have no claim against the Bank on account of the Bank relying on this Mandate and any instructions given in terms hereof, and irrevocably agrees to indemnify and keep the Bank safe and secured against any and all direct or consequential losses, costs, damages, expenses, claims, litigation or objections of any nature whatsoever arising out of the Bank acting upon this mandate.
7. The Bank may at times terminate this mandate by notice in writing to the Customer, singly or generally, without assigning any reason thereof. The customer may terminate this Mandate, by verbal instructions after proving his/her identity by means of the data mentioned in the overleaf, (refer to clause 3) and such termination will only become effective on the 03rd day following the receipt of said verbal instruction. Any instructions given by the customer and executed prior to receipt of such notice shall continue to be valid and irrevocable.
8. For availing any Services that may from time to time be made capable by the Bank of being availed by the customer through verbal telephonic Instructions in accordance with this Mandate, the Customer will comply with all requirements and guidelines issued by the Bank from time to time, either specifically or generally, which will be binding on the customer.
9. For instructions pertaining to a payment or transfer of funds out of any account of Customer, the Customer shall, in advance of such instructions, provide the Bank with

the account number(s) of his/her source account(s) and a list of the utility company(s) or third parties account numbers to which a transfer of funds may be made by the Bank in reliance upon instructions given in terms of this Mandate. The Bank shall not affect any instructions requiring if, transfer funds to a third party account if such transactions is not prearranged by the provision of such third party account details in the appropriate form (Third Party Authorization Form)

10. In case of ATM PIN issuance the customer will not compromise the ATM PIN that is to be issued after authentication of customer's identity, in case of suspected fraud or doubt, the customer may be asked for its own security to visit the Branch for verification via proof of identity e.g. CNIC, passport or driving license.
11. The customer acknowledges that the issuance of verbal Instructions in accordance with this Mandate for utilizing any of the Services through such verbal telephonic Instructions involves inherent risks, including but not limited to risks associated with fraud and unintended /erroneous instructions, which the Bank cannot eliminate. Customer's use of the Call center implies that he/she fully understands the limitations and inherent risk of verbal instructions for carrying out transactions and agrees to the Conditions of use in force at the time. The customer hereby absolves the Bank of all responsibility and accepts any and all risk associated with the execution of instructions in accordance with this Mandate.
12. In case of leasing / financing products availed by the customer based on agreed terms and conditions at the time of solicitation cannot be altered via the call center in addition to which all pay off amounts for any such products shall not be considered final until payment in form of cash or cheque realized, is made, which will include markup accrued till that point.
13. SMS services will be provided to customers on registration of their SIM / AMP number for any GSM or AMP service provider.
14. The customer will be issued a four digit pin number that will used for mobile banking at the time of activation of Phone Banking services / card / feature / benefit activation, this clause covers all products and services requested by the customer by virtue of acceptance of these terms and conditions.
15. On loss / theft of the registered SIM / AMP the customer must inform the Bank of the same in addition to informing the SIM / AMP issuer. Any and all transactions after reporting the theft of SIM / AMP connections will be considered void.

16. The customer shall remain liable in case of compromising TPIN or verification details to all other persons (regardless of relationship)
17. Web chat services will be provided to authenticated users only by TPIN / authentication of verification details provided by the customer
18. In case of web chat if the customer uses foul language or improper suggestion or profanity of types or nature, the IP will be blocked and all service will be terminated and the reinstatement of service will be solely based on management discretion. The onus of proof that the customer did not use foul language or improper suggestion or profanity of types or nature will lie on the customer.
19. The customer, at the time of subscription may provide a debit account number for payment which is termed as the default account. The said account will be selected when a customer's chooses to make payment of outstanding, this implies debit of the specified account, at the time of selecting confirmation of payment via the IVR or agent.
20. In case the default account is inaccessible due to inactive status or unavailability of funds, the customer has the option of subscribing an alternate payment account, either at the time of subscribing to the Call center or later via written request, in case, such account has not been subscribed the customer will be transferred to an agent for further assistance.
21. The series of payment events will be default and as mentioned in clause 22 and then alternate account, at no time will the customer have the option of selecting the debit account.
22. "I/we (the customer) hereby undertake that the declared account(s) mentioned in the application overleaf bears my/our name as title of account either singly or jointly (either or survivor) and have been consented via my/our signature. My/our signatures on the specimen card for each account maintained in any branch of the Bank are the same and the details of the account opening form as provided by me/us (the customer) at all branches of the Bank are the same. I/we the customer, at any point will not hold the Bank liable should the Bank find any difference in the signatures that lead to any liability/ loss/damages/compensation of whatsoever nature caused due to any such discrepancy in the afore stated information / specimen signatures provided me/us (by the customer) at various branches of the Bank."