

# INDIVIDUAL ACCOUNT OPENING FORM

This form should be completed in CAPITAL LETTERS. Characters and marks should be similar in style to the following (A|B|C|D)



**Category of Account: (Tick  as appropriate)**

Individual  Joint  Name of Account \_\_\_\_\_

Savings  Current  Fixed Deposit  Domiciliary Account   \$  €  £

Branch \_\_\_\_\_

Account No ( for official use only)

Bank Verification No (BVN) \_\_\_\_\_

## 1. PERSONAL INFORMATION

Title: \_\_\_\_\_ Surname \_\_\_\_\_

First Name \_\_\_\_\_

Other Names \_\_\_\_\_

Mother's Maiden Name \_\_\_\_\_

Date of Birth 

D	D	M	M	Y	Y	Y	Y

 Gender: F  M  Place of Birth \_\_\_\_\_

Nationality \_\_\_\_\_

State of Origin \_\_\_\_\_ Marital Status: Single  Married  Others \_\_\_\_\_

Local Govt. Area \_\_\_\_\_ Home Town \_\_\_\_\_

Tax ID. No. (TIN) \_\_\_\_\_ Religion (optional) \_\_\_\_\_

Phone Number 1 \_\_\_\_\_ Phone Number 2 \_\_\_\_\_

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

Residential Address \_\_\_\_\_

State \_\_\_\_\_ L.G.A \_\_\_\_\_ City/Town \_\_\_\_\_

Residence Permit no: \_\_\_\_\_ Permit Issue Date 

D	D	M	M	Y	Y	Y	Y

 Permit Expiry Date 

D	D	M	M	Y	Y	Y	Y

Means of Identity National ID Card  Driver's License  International Passport  INEC Voter's Card  \*Others (Please specify) \_\_\_\_\_

ID Number \_\_\_\_\_ ID Issue Date 

D	D	M	M	Y	Y	Y	Y

ID Expiry Date 

D	D	M	M	Y	Y	Y	Y

 Purpose of Account \_\_\_\_\_

## 2. DETAILS OF NEXT OF KIN

Surname \_\_\_\_\_ First Name \_\_\_\_\_

Other Names \_\_\_\_\_ Title (Mr, Mrs, Dr, Chief, etc) \_\_\_\_\_

Date of Birth 

D	D	M	M	Y	Y	Y	Y

 Gender: F  M  Relationship \_\_\_\_\_

Phone Number 1 \_\_\_\_\_ Phone Number 2 \_\_\_\_\_

E-mail Address \_\_\_\_\_

House Number \_\_\_\_\_ Street Name \_\_\_\_\_ City/Town \_\_\_\_\_

State \_\_\_\_\_ L.G.A \_\_\_\_\_



## 7. PHYSICAL VISITATION REPORT

From: \_\_\_\_\_

To: Branch Manager

\_\_\_\_\_

Date: \_\_\_\_\_

In Line With The Bank's Procedural Requirements, I Hereby Submit The Report  
On Customer Physical Visitation As Follows :

1. Name Of Customer : \_\_\_\_\_

2. Physical Address Visited : \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3. Tel. No. Of Customer Visited : \_\_\_\_\_

4. Address Given By Customer (in The Opening Form ) : \_\_\_\_\_

\_\_\_\_\_

5. Explanation For Difference Between (2) & (4) , If Any : \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

6. Date Of Physical Visitation : \_\_\_\_\_

7. Observation From Physical Address Visited (such As House Description, Colour Etc.) :

\_\_\_\_\_

\_\_\_\_\_

**I Hereby Confirm The Existence Of The Customer's Residence At:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name Of Visiting Staff: \_\_\_\_\_

Signature Of Visiting Staff: \_\_\_\_\_ Date: \_\_\_\_\_

### **Reconfirmation By Unit/Branch Head:**

**Hereby Reconfirm The Existence Of The Customer's Residence At** \_\_\_\_\_ :

\_\_\_\_\_

\_\_\_\_\_

Name Of Reconfirming Unit/Branch Head: \_\_\_\_\_

Signature Of Reconfirming Unit/Branch Head: \_\_\_\_\_ Date: \_\_\_\_\_

*...confidential to Zenith Bank Plc...*



## 11. TERMS AND CONDITIONS

You should read these terms and condition carefully. You will be bound by them once you sign an application form and so you should make sure that you read them before that. You should retain a copy of it for future reference.

I/We (Customer) hereby confirm and agree to the following terms and conditions in relation to all banking and other financial transactions between me/us and zenith Bank Plc (the Bank). I/We further agree that where the service to be provided by the bank are not regulated by the terms and conditions contained herein, they shall be regulated by customary banking practices in Nigeria.

### 1. ACCOUNT OPENING

**1.1** Open of an account with us is subject to certain restrictions. For example, you must be at least 18 years of age to open a current with us and we will require you to place a minimum deposit with us. Exceptions may however be created for special accounts for certain categories below 18 years.

**1.2** We reserve the right to decline your account application or accept your money if you are unable to provide us with any of the information we require or for any other reason. We are not obliged to inform you of the reason why your application was declined and we will not enter into any correspondence in these circumstances.

### 2. E-BANKING SERVICES

**2.1** Before you can be availed the banks E-banking Services, you must have any one or a combination of the following:

- (a) An account with the bank
- (b) A pass code, access code, username or Token authenticators.
- (c) A Personal Identification Number PIN
- (d) An E-mail address
- (e) GSM Number

**2.2** We may issue you with Personal Identification Number (PINs) or other security information (for example details that allow you to access your accounts through our internet Banking Service). You must not disclose your security information to anyone else and you must take reasonable steps to keep it secure. For example you should not choose obvious codes or passwords, writes down the information in a way that is recognisable or let another person overhear or observe its use.

**2.3** You understand that your Pass code, Access code/Passowrd/E-mail is used to give instruction to the bank and accordingly undertake.

(a) That under no circumstance shall the pass code, Access code / Password be disclosed to anybody.

(b) Not to write the pass code, Access Code/ Password in an open place in order to avoid a third party coming across same.

(c) To instruct and authorize the bank to comply any instruction given to the bank through the use of the service.

(d) Once the bank is instructed by means of the customers Pass code.

(e) To immediately change your Pass code, Access code if becomes known or you suspect that it has become known to someone else.

(f) To exempt the bank from any form of liability whatsoever for complying with any or all instruction(s) given by means of your Pass code, Access code if by any means the Pass code, Access code becomes known to a third party.

(g) Where you notify the bank of your intention to change your Pass code, Access code arising from loss of memory of same or that it has come to the notice of a third party, the bank shall, with your consent, delete same and thereafter allow you to enter a new Pass code or Access code PROVIDED that the bank shall not be responsible for any loss that occurs between the period of such loss of memory of the Pass code, Access code or Knowledge of a third party and the time the report is lodge with the bank.

(h) Once your Pass code/Access code is given, it shall be sufficient confirmation of the authenticity of the instruction given.

(i) You shall be responsible for any instruction given by means of your Pass code/Access code. Accordingly, the bank shall not be responsible for any fraudulent, duplicates or erroneous instruction given by means of your Pass code/Access code.

#### 2.4 Customer responsibilities

(a) You undertake to be absolutely responsible for safe-guarding your username, access code, Pass code, PIN and password and under no circumstance shall you disclose any or all of these to any person.

(b) The bank is expressly exempted from any liability arising from unauthorized access to your account and/or date as contained in the banks records via the service, which arises as a result of your inability and/or otherwise to safeguard your PIN Pass code/Access code and/or password

and/or failure to log out of the system completely by allowing on screen display to this account information.

(c) the bank is further relieved of any liability as regards breach of duty secrecy arising out of your inability to scrupulously observe and implement the provisions of clause 2.3 above, and /or instance of breach of such duty by hackers and other unauthorized access to your account via the service.

(d) 'if a breach is associated with the operation of your account/wallet, you agree that we have the right to apply restrictions to your account/wallet and report to appropriate law enforcement agencies in line with extant laws';

**2.5** Under no circumstance will the bank be liable for any damages, including without limitation direct or indirect, special incidental or consequential damages, loses or expenses arising in connection with this service or use thereof inability to use by any party, or in connection with any failure of performance, error, line or system failure even if the bank or its representatives therefore are advised to the possibility of such damages, losses or hyperlink to other internet resources are at your risk.

**2.6** Copyright in the cards other proprietary information relating to the service including the screens displaying the pages and in the information and material therein and agreement is owned by the bank.

**2.7** The bank shall not be responsible for any electronic virus or viruses that you may encounter in the course of making use of this service.

**2.8** The bank makes no warranty that:

(a) The e-banking service will meet your requirements;

(b) The e-banking service will be uninterrupted, timely, secure, or error free;

(c) The results that may be obtained from the use of the service will be accurate or obtained from the service will be accurate or reliable;

(d) The qaulity of any products, service information or other material purchased or obtained from the use of the service will be accurate or reliable;

(e) The quality of any products, service, information or other material purchased or obtained from the service will meet your expectations; and

(f) Any error in the technology will be corrected



### 3. LIABILITY FOR REFUNDS

**3.1** Generally, if you tell us without undue delay and let least no later than 6 months after a payment is taken from your account, that a payment from your account was not authorised by you, we will carry out an investigation and as soon as we are reasonably satisfied that you did not authorise the, we will refund the amount deducted and will return your account to the position it would have been in if the unauthorised payment had not taken place.

**3.2** However, you will liable for:

(a) All payments made from your account where you have acted fraudulently; and

(b) All payments on your account(s) that take place before you inform us that a payment instrument has been lost or any of your security information has been known to someone else, if the payment was made because you deliberately, negligently or very carelessly failed to keep your instrument safe or your secret information secret. After you have informed us you will not have any further liability for unauthorized payment, unless Condition (a) applies.

**3.3** We will not be liable to you for any losses you suffer or costs you incur because:

(a) We do not act on an instruction for any reason specified in this agreement;

(b) The details contained in the instruction were not correct; or

c) We cannot carry out our responsibilities under this agreement as a result of anything that we cannot reasonably control. This may include, among other things, any machine, electronic device, hardware or software failing to work or being down for a period, industrial disputes and complete or partial closure of any payment system.

**3.4** Unless Condition 3.2 or 3.3 apply, or a different level of liability is imposed by law, we will be liable to you for any loss, injury or damage caused to you as a result of any failure or delay in carrying out your payment instruction, but we will not be liable to you in any circumstances for: loss of business, loss of goodwill, loss of opportunity, loss of profit; or any loss to you that we could not reasonably have anticipated when you gave us an instruction under this agreement.

**3.5** If we received notice of a court or a court judgment against you (or, if you

have a joint account, any other account holder), we may refuse to allow withdrawals or transfers from your account until the legal process comes to an end. Any court order or court judgement will not prevent us from using any right of set-off we may have (using money which we hold for you, or which is due to you, to pay debts you owe us) or enforcing any other security interest (a right over something which we can take if debts are not paid). You are responsible for an amount which represents a reasonable assessment of apply losses, costs or expenses we have as a direct result of any dispute or involved in a dispute by reason of our relationship with you).

**3.6** You undertake to ensure that your account is sufficiently funded before issue your cheque in favour of a third party and that you shall take all necessary steps to confirm these cheques through your relationship manger to ensure the instruments are duly processed.

**3.7** You are informed that issuance of Dud cheques constitutes a criminal offence under the Nigeria Law and we are obligated by virtue of Central Bank of Nigeria directive contained in circular no. FPR/DIR/CIR/GEN/03/005 to submit details of customers who issue cheques on insufficiently funded accounts to the CBN for investigation and prosecution in line with the provision of the Dishonored Cheques (offences) Act LFN 2007.

### 4. CLAIMS

**4.1** If another person makes a claim for any of the funds in your account (for example, if someone takes legal action to recover funds they believe belong to them), or if we know or believe that there is a dispute involving someone else who or controls funds in the account we may;

(a) Put a hold on your account and refuse to pay funds until we are satisfied that the dispute has ended

(b) Send the funds to the person who we have good reason to believe is legally entitled to them;

c) Continue to rely on the current records we hold about you; apply for a court order; or take any other action we feel is necessary to protect us.

**4.2** If we have acted reasonably, we will not be liable to you for taking any of the above steps.

### 5. JOINT ACCOUNTS

**5.1** If you are opening an account with person, we will ask for a specimen signature from all parties to the account.

**5.2** Joint accounts are operated on the basis of the authority set out in a mandate which we will ask you to complete. Each of you can take or use everything in the joint account. All of you are together and individually responsible for any money owed to us on the joint account. We may demand repayment from all of you, any of you, and any combination of joint account holders for any money owing on the account. In legal terms this means that each joint account holder will have joint and several liability. This is generally true even if only one of you puts all the money into joint account or if only on of you takes all the money out and spends it.

### 6. OVERDRAFT AND OTHER LOANS

**6.1** This agreement deals with borrowing through an overdraft. Additional terms and conditions apply to borrowing by other means such as a loan. The form of borrowing and any security required will be agreed between you and us.

**6.2** We cancel any standing order and direct debits from your account if your account becomes overdrawn.

**6.3** When borrowing is agreed, the interest rate and all other fees and charges payable will be shown in a letter to you that sets out the terms and conditions of the facility.

**6.4** Unless we have agreed other terms with you in writing, overdraft will always be repayable on demand.

**6.5** You will have to pay all costs and fees incurred or charge by us in connection with the negotiation, Preparation, investigation, administration, supervision or enforcement of your borrowing. These will include expenses, fees (e.g legal, security and valuation fees), stamp duty, taxes and other charge. These costs and fees will be debited to your account.

**6.6** We reserve the right to decline a request from you to borrow.

### 7. SET - OFF

**7.1** If any accounts you hold with us are

in credit, we may use them to repay any amounts you owe us including but not limited to sums due on any other accounts you hold with us either in the same name(s), or in the case of corporate accounts, its affiliate subsidiary or sister company's accounts (whether or not in the same name), even if the accounts are in different currencies.

**7.2** Where any of you also has an account with us in your sole name, and that account has a credit balance, we can set-off these monies against any money owing to us on the joint account even if the accounts are in different currencies.

## **8.0 BANK CHARGES**

**8.1** We will levy charge for the operation of the account in accordance with our standard tariff. We reserve the right to levy any reasonable charges for additional service in relation to managing your account in addition to those stated in the standard tariff or for providing you with more frequent information regarding the operation of your account.

**8.2** We may vary charges or interest you owe us from any account you hold with us.

**8.3** We may vary these charge from time to time in accordance with condition 14

## **9. STATEMENTS**

**9.1** We will make a statement available each month there are payments on the account and we will provide a statement on paper or any other durable medium at a frequency agreed with you. This will be sent to the last known recorded address that we hold and will contain details of all transaction through the account since the previous statement issued to you.

**9.2** There may be a charge if more frequent statements are requested.

**9.3** Even if the account has not been used for some time, we will continue to send out statements unless previous statements have been returned. Please check carefully all transactions on the statement(s) and advise us as soon as possible of any discrepancies without undue delay but in any event no later than 12months after the date of any discrepant transaction. If we need to investigate a transaction on your account, you should co-operate with us

and the police, if we need to involve them. We may disclose information about you or your account to the police or other third parties if we think it will help us prevent or recover losses.

**9.4** Your statement balance will show credits when receive them even if they include cheque and other items which are not "cleared" and we may refuse to allow you to draw against these items.

**9.5** If you do not receive a statement on your account that you would normally expect to received please let us know as soon as you can.

**9.6** If you have a joint account, we will send a statement to each of you (to different addresses if you wish) unless you ask us not to.

## **10. ACCOUNT CLOSURE**

**10.1** This agreement will continue until or we cancel or end it.

**10.2** We serve the right to close the account and to end this agreement if we, at our absolute discretion, consider that it has not been operated in a manner satisfactory to us, or if we believe that you have contravened any of these terms and conditions.

**10.3** We may take action to close your account without notice and to end this agreement immediately in exceptional circumstances such as if we reasonably believe that:

- (a) you are eligible for an account;
- (b) you have given us any false information at any time;
- (c) You, or someone else, are using the account illegally or for criminal activity;
- (d) it is inappropriate for a person authorised to give instructions on your account to operate it;
- (e) Your behaviour means that is inappropriate for us to maintain your account;
- (f) You have not met our reasonable conditions and requests relating to identification and the provision of information about yourself and the activity (past, present or future) on any account or proposed account;
- (g) By maintaining your account we might break a law, regulation, code or other duly which applied to us;
- (h) By maintaining your account we may damage our reputation; or
- (I) You are or have been in serious or persistent breach of these terms and conditions or any additional which apply to an account.

**10.4** We would normally give you one weeks notice to close the account and to end this agreement unless there are circumstances (such as the above) that justify closure on a shorter notice.

**10.5** We may choose not close your account and to end this agreement until you have returned any unused cheque. You must repay any money you owe us.

**10.6** When your account is closed it is your responsibility to cancel any direct payments to or from your account. Where someone attempts to make a payment into an account which been closed, we will take reasonable steps to return the payment to the sender.

**10.7** All parties to a joint account must request the closure of the account before we act on any instructions for the disposal of the funds in the account.

**10.8** If you longer require the account and wish to end this agreement, please tell us by writing to your domicile branch office or any branch offices and return any unused cheques to us.

**10.9** Before any funds are returned to you, identification requirements may still need to be satisfied. And funds returned will be remitted either to the account from which they were sent or to an account held in your name or by a managers cheque in your name. No other third party remittances will be permitted.

## **11. DORMANT ACCOUNTS**

**11.1** We consider that an account is dormant if no activity (other than interest and charges) has taken place on it for a continuous period of 6 months. To reopen same you must submit fresh identification and know your customer (KYC) documents.

**11.2** When an account becomes we may write to you to ascertain if the account is still required and to obtain written confirmation from you of your mailing address. If we receive no response from you, for security reasons, we may close the account and hold the funds in a suspense account pending instruction from you.

## **12. HANDLING OF PERSONAL INFORMATION**

**12.1** We will retain information about you after the closure of your account, if the banking relationship has terminated, or if your application is decline or abandoned, for as long as



permitted for legal, regulatory, fraud prevention and legitimate business purposes.

**12.2** Where you provide personal and financial information relating to others (e.g. dependants or joint account holders) for the purpose of opening or administering your account; you confirm that you have their consent or are otherwise entitled to provide this information to us and for us use it in accordance with these terms and conditions.

**12.3** If we asked to respond to a bankers reference, we will make sure that we have your written permission before we give it.

**12.4** We may share information with persons acting as our agents who have agreed to keep your personal information strictly confidential.

### **13. ADDITIONAL TERMS AND CONDITIONS FOR FIXED TERMS DEPOSITS**

**13.1** In order to open any of the fixed term products that we offer, you will need to make a minimum deposit, which will be advised to you at the time that you wish to make the deposit.

**13.2** You will not be able to add further funds to your initial deposit once the term and interest rate have been fixed.

**13.3** However further deposits can be used to open additional fixed term deposits. The rate applicable to the new deposit will be that available on the day that the new deposit is made.

**13.4** We will pay net interest (interest with fix deducted) on the maturity date of your deposit is for a period of one year or less. If your deposit is for a period greater than one year, interest will be paid annually on the anniversary of your deposit.

**13.5** Before your deposit comes to an end (matures), we need to know what you want to do when it does mature.

You can:

(a) Give us renewal instructions when you make your initial deposit;

(b) Contact us in writing with your instructions before close of business on the business day before your deposit is due to mature; or

(c) Set up an automatic rollover so that, until you tell us otherwise, we will renew your deposit for the same term at the interest rate that applies each time it matures.

**13.6** It is your responsibility to advise us in good time of your instruction upon maturity of the deposit.

**13.7** No cheque book or statement will be issued on your fixed term account but you can contact us at any time you if you would like details of your deposit. We will provide you with a confirmation of the deposit amount, interest rate and maturity date when you place the deposit.

**13.8** There is no cancellation period for fixed term deposit.

**13.9** We will only make changes to the terms and conditions applying to a fixed term deposit if it is necessary or appropriate to do so to meet legal, financial or regulatory requirements or to set out duties and responsibilities under them. We will give you at least 30 days advance personal notice of a change of his kind, unless we are required to make the change sooner due to those legal or regulatory requirements.

### **14. OTHER GENERAL TERMS**

**14.1** The agreement between you and us is in English and is governed by the laws of the Federal Republic of Nigeria. The courts of Nigeria may deal with any claim, dispute or difference arising from this agreement.

**14.2** No-one else apart from you will have any right or be able to enforce these terms and conditions.

### **15. CHANGES TO TERMS AND CONDITIONS**

**15.1** We may, at our discretion, change these terms and conditions (Including our charges and interest rates) and introduce changes to and charges for our services at any time. How much notice we will give depend on kind of change we are making.

**15.2** Some of these conditions are based on expected regulatory requirements that have not been published or finalized yet. If any these conditions turn out to be inconsistent with a regulatory requirement we will treat that condition as if it were consistent. We will make any changes to the conditions to reflect the requirement when they are next reprinted.

### **16. CONTACTS**

**16.1** We may contact you by post, telephone or e-mail (which in these

terms and conditions includes the internet and any form of electronic message made by any type of electronic device) using the latest address, telephone number or electronic mail address you have given us.

**16.2** You may telephone us during business hours to request information about your account. We reserve the right not to disclose any information until we are satisfied that you have been satisfactorily identified.

**16.3** We may record or monitor telephone calls and monitor electronic communications (including emails) between us so that we can check instructions and make sure that we are meeting out service standards.

**16.4** The address that you provide to us or, in the case of a joint account, either of you gives us, when you open an account will be the one to which all communications will be sent.

**16.5** You are responsible advising us as soon possible of any changes to your name, telephone number, usual residential address (and appropriate updated address verification) and email address and ensuring that all information held about you is up to date. You must do this by writing to your account domicile office.

**16.6** If you do not inform us promptly of a change to your details, the security of your information could be put at risk as well continue to send information to you at the last known address we have for you.

**16.7** If you do not tell us about a change of address and, as a result, post is returned to us, we may restrict access to your account until we receive satisfactory proof of your new address.

### **17. BANK VERIFICATION NUMBER (BVN) DISCLAIMER**

**17.1** If a fraudulent activity is associated with the operate of your account, you agree that we have the right to apply restriction to your and report to appropriate law enforcement agencies.

### **18. DECLARATION**

I/We have read and understood the terms and condition stated above and agree to be bound by them.

\_\_\_\_\_  
Authorised Signatory

\_\_\_\_\_  
Authorised Signatory

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_