

**TERMS & CONDITIONS GOVERNING ACCOUNTS**

For the purpose of these Terms and Conditions the word "Bank" shall refer to HBL, its successors-in-interest and assigns.

1. (a) A customer desiring to open an account in the Bank shall submit an application on the prescribed form for account opening. The customer shall provide the required information and submit the necessary documents. Provision of a copy of a valid NIC/Passport/Driving License bearing photograph of the customer for resident Sri Lankans and copy of passport for foreign nationals is an essential requirement for account opening. However, on expiry of existing NIC/Passport, a renewed/fresh copy of the same should be submitted to the customer's home branch as early as possible.  
(b) A distinctive 'Account Number' will be allotted to each account which shall be quoted in all correspondence relating to the account and at the time of making deposits or withdrawals.
2. (a) For individuals not more than one account in each category i.e. Current or Savings etc. may be opened in any one name in the same branch except joint accounts with any other individual(s).  
(b) Accounts in the name of Minor children will be opened with a Guardian who will be responsible for all operations on the account. Title of Account will be in the Minor's name with Father or Mother or Court appointed Guardian's Name and the account can be opened by them on the Minor's behalf. When Minor attains 18 years of age, the account is required to be closed and the balance in the account will be transferred to a new account which he/she will have to open after completing the required formalities.  
(c) There is no restriction on the number of accounts in each category in Sri Lankan Rupees or Foreign currency that business customers can open, subject to rules & regulations for opening of each type of account as drawn up by the Bank based on guidelines provided by CBSL being complied with.
3. If the customer already holds an account with the Bank, then to open an additional account, the customer will have to complete the Additional Request Form and provide an attested copy of the valid NIC. The new account will be linked to the existing account through the distinctive customer number.
4. Illiterate persons/persons with shaky signatures will be required to complete an indemnity (Form CD – 50) and provide photographs for identification. They will have to personally visit the branch for making withdrawals in cash only and will have to sign/apply thumb impression on cheques in the presence of Bank officials. However, in exceptional cases, branch may accept request for account to account transfers and issuance of banker's cheque from the customer's account who can sign/apply thumb impression in presence of Bank officials. Illiterate customers will not be liable for cutting and alterations on the cheques, particularly in amount of the cheque, unless it is duly authenticated by them through their thumb impression/signature.
5. (a) Accounts of Blind persons (both literate and illiterate) can be opened in single/joint name (with a visually literate person) on completion of all documentation in the presence of an Advocate/Notary public. The visually literate joint account holder should have authority to operate the account singly or as co-signatory.  
(b) In case the account is to be opened and operated in single name of a blind person he/she will be required to personally visit the branch for making withdrawals/deposits and should be accompanied by a person who can see, read, write and assist in filling in the Bank's paying in slip/cheques.
6. The opening and operations on special types of accounts such as Attorney Accounts, Accounts opened under Order of Court of Law, Executors and Administrators Accounts and Escrow Accounts will be subject to conditions specified when the accounts are opened. Non-Resident Accounts will be subject to rules and regulations laid down by CBSL in its Foreign Exchange Regulation. Collection Accounts will generally be opened for 'Cash Management' customers with periodic instructions to remit funds to a central account. Cheque books are not normally issued on such collection accounts.
7. (a) In event of death of an account holder(s) and in the absence of a contract to the contrary, the credit balance, in any account, in the name of an individual will be payable to the legal heirs of the deceased individual account holder after obtaining Indemnity Bond/Succession Certificate. If the account is in the name of two or more persons, the credit balance will be payable to the legal heirs of the deceased account holders along with the remaining account holder(s) on production of Indemnity Bond/Succession Certificate as the case may be, except in case where the joint account holder(s) has specifically authorized remaining or any one of the account holders to receive the balance in the account, the same shall be paid accordingly to the instructions of the said joint account holder(s).  
(b) In the case of operating instruction "Either or Survivor" and in the event of the death of either of account holder(s), the credit balance in the account will be payable to the surviving account holder.  
(c) In case a joint account is operated with single signing authority and the Bank receives contradictory instructions from another signatory, the Bank would only act to make the account inoperative once a court order is received.  
(d) In case of death of a sole-proprietor who is sole signatory for his firm's account, the credit/debit balance in the account would be payable/receivable to or from the legal heirs.  
(e) If any partner in the firm for which the account has been opened, ceases to be a member of the said firm by death or otherwise, the Bank will act as per Partnership Deed provided.  
(f) Operations of other accounts (as mentioned in point No.6 above) will be governed according to their By-Laws/Constitutions.  
(g) In case of death or bankruptcy, the Bank will stop operation on the account immediately after the receipt of formal notice or as and when it becomes aware about it from any other reliable source.
8. "SERVICE CHARGES" will not be applicable on those accounts which are declared as EXEMPTED by the Bank or any other regulatory authority from time to time.
9. "SERVICE CHARGES" on all types of Foreign Currency Accounts will be deducted periodically (presently monthly) by the Bank as detailed in its Schedule of Bank Charges (SOBC) from time to time on those accounts where the minimum balance has been less than the prescribed limit during that month.
10. The Bank will recover whatever charges are applicable on any service/product that it provides to customers as per its prevailing Schedule of Charges. The Bank will notify the amendment in charges (if any) through Schedule of Bank Charges on half yearly basis and as and when it deems necessary. However, any reduction in the charges will be effective immediately on the Bank's discretion.
11. Deposits can be accepted both from residents and non-residents which include Sri Lankan and Foreign Nationals (singly or jointly), firms, Private/Public Sector Companies and other legal entities through remittance or deposit of foreign currency notes. Bank will recover different charges from foreign currency accounts like foreign currency handling charges as per the Schedule of Bank Charges. Deposits can be accepted both from residents and non-residents which include Sri Lankan and Foreign Nationals (singly or jointly). A firm, Private/Public Sector Company and other legal entities through remittance or deposit of Foreign Currency Notes, Bank will recover different charges from foreign currency accounts like foreign currency handling charges as per the Schedule of Bank Charges.
12. "TRANSACTION CHARGES" will be applicable on designated accounts in local currency where the total number of customer initiated debit transactions exceeds the prescribed number of transactions for the accounts as detailed in the Bank's SOBC. Transaction charges are also applicable where the balance falls below the limit set during the month or as determined by the Bank, from time to time. Bank initiated debit transactions are exempted from transaction charges.
13. The Bank in its sole discretion and by providing appropriate notice shall be constrained to close those accounts whose credit balance during the half year is less than prescribed minimum balance and those that show NIL balance after deduction of Service Charges as mentioned in clause 9 above at the time of half yearly closings. Besides the Bank reserves to itself the right to close any account which in its opinion is undesirable/not satisfactorily operated upon, or not meeting the parameters of KYC policy/Bank's laid down policy regarding account maintenance. The Bank also reserves the right to terminate any other type of customer relationship(s) e.g. lockers/safety deposit boxes, HBL Visa DebitCard etc.

14. (a) In case the customer does not operate his account for 1 year, the Bank will mark the account as inoperative under written advice to the customer and no customer initiated debit transaction through Cheque/Debit (ATM) Card etc., will be allowed.  
(b) In order to reactivate an inoperative account, the customer will be required to visit his home branch personally and submit a written application on Additional Request Form for change of account status and will have to produce a valid original NIC or Passport with photocopy for branch attestation.
15. In case Current/Saving/Term Deposit accounts remain inoperative for a period of 10 years, the balance in the said account will be considered as "Abandoned Property" and will be surrendered to the Central Bank of Sri Lanka in accordance with the Banking Act of Sri Lanka, as well as the CBSL Regulations governing Abandoned Property. Any instrument such as Drafts, Pay Orders, Banker's Cheques, etc., which remain outstanding for a period of 10 years, shall also be classified as "Abandoned Property" and their cover will be surrendered to CBSL.
16. All deposits in the account by way of cash, cheque or other instruments in Rupees or foreign currency will be accepted only if accompanied by a duly filled deposit slip available at HBL Branches; such deposits should be made at the branch cash counters only. The deposit slip is only a memorandum of deposit for your convenience and by utilizing this slip the depositor and the person on whose behalf the deposit is being made and the person in whose account the sum is being deposited, agrees that the deposit is subject to these terms and conditions. The deposit slip will only be valid if it is validated by the bank's computer terminal or is manually signed and stamped by an official of the bank. The depositor should satisfy himself that he has received customer copy of the deposit slip duly carrying computer printed transaction details or the signature of bank's official and bank's stamp affixed on it.
17. Separate deposit slip for depositing cash and cheques should be used (cash and cheque should not be filled on the same deposit slip). Similarly, separate deposit slip for depositing cheques should be used if they are drawn on different banks. Cheques drawn/deposited on HBL Branches can be entered on the same slip.
18. The bank may alter any incorrect entry in the deposit slip and shall inform the customer of such alteration. If the customer does not object to those alterations within 7 days of such advice, the customer shall be deemed to have conclusively accepted the altered receipts as true and accurate in all respects. The cheques/instruments are received subject to subsequent verification and scrutiny.
19. HBL 13-digit account number of the beneficiary must be clearly written on the back of each cheque.
20. All cheques payable to order should be endorsed by the payee.
21. It is necessary that the second or subsequent payee, depositing a cheque/instrument for credit to his account should ensure that it has been endorsed in his favor by the last payee.
22. The bank reserves the right to refuse any cheque(s) at its discretion or to return any cheque(s) at any time.
23. Customer can withdraw from his account by means of printed cheques/withdrawal slips supplied to him by the Bank for the particular account or through other alternate delivery channels such as ATMs, Phone Banking & Internet Banking etc., that are made available by the Bank. The Bank reserves at all times the right to refuse payment of cheques which are not in order.
24. (a) Cheques should be signed by the account holder/authorized signatory(s) as per specimen signature supplied to the Bank and any alteration(s) thereon must be authenticated by drawer's full signature.  
(b) Post-dated, stale, older than 6 months, defective and mutilated cheques shall not be honoured by the Bank.  
(c) Cheques must be written/prepared in such a manner so as to prevent additions and alterations after issue.  
(d) The account holder undertakes to keep the cheque book(s) and Debit (ATM) card provided by the Bank in a safe and secure manner at all times. It is the customer's responsibility to maintain the secrecy of the PIN codes allocated to him/her. Cheque book must be in the safe custody of the customer; in case it is stolen/lost or misplaced, the Bank will not be responsible for its misuse.  
(e) In case the cheque book is reported lost by the customer, the Bank will take necessary precautions to safeguard the interest of the customer and he will not be liable for any loss or damages.
25. Cheque(s)/Instrument(s) for collection is/are handled at the customer's risk and responsibility. All such transactions are subject to meeting the customer profile declared at the time of account opening. It is understood and agreed that the bank is at liberty to collect the cheque(s) through any bank, agent, sub-agent or otherwise without incurring any risk or responsibility. On realization, the proceeds will be credited to the customer's account. Bank's charges and that of its agent are for the customer's account; the customer hereby authorizes the bank to recover applicable charges by debiting customer's account. All prior endorsements as well as genuineness of the endorsement(s) are hereby guaranteed by the customer(s).
26. The Bank is authorized to release the depositor's name and account number to the printers for the purpose of cheque book printing. Customer should count the leaves in the cheque book on its receipt.
27. (a) The Bank may accept from the customer Stop Payment instructions in writing on Additional Request Form fully describing the cheque(s) i.e. (1) Cheque Number (2) Date (3) Payee's Name and (4) Amount, where the customer has lost the relevant Cheque(s) or any other circumstances in which it is allowed by the law.  
(b) The Bank will recover charges as per its current Schedule of Bank Charges that are applicable on recording of the Stop Payment.
28. The Bank may outsource certain functions to third party for the provision of efficient services. The Bank will ensure that proper safeguards are in place to protect the integrity and confidentiality of the customer data.
29. The bank shall make endeavours to preserve the secrecy of the account of the customer. Nevertheless, the customer provides consent to the bank to disclose the information, if such is required by any local or foreign investigating agency or any local or foreign Government agency in accordance with the relevant law.
30. Statement(s) of Account(s) will be provided/sent free of cost to customers through normal post on monthly basis and through registered post on a semi-annual basis. Request for any additional statement(s) which falls outside the prescribed frequency will be charged as per the Bank's current Schedule of Charges.
31. (a) The Bank reserves the right to standardize & maintain one set of customer address under each category of residential, mailing and office addresses across all delivery channels. Similarly, if a request for change of address is received from the customer the same will be updated for all delivery channels that are being availed. The Bank will not be liable for wrong delivery; in case the customer fails to notify/provide the Bank with the updated/change of address.  
(b) The contents of the statement will be deemed correct at Bank's end unless any discrepancy/error is notified in writing to the Bank within 45 days from the date of dispatch of the relevant statement. The account holder(s) is requested to not make any entries or alteration(s)/correction(s) in the statement of account.  
(c) If statement of account is lost or spoilt, a duplicate statement of account would be provided at a cost as stated in the Bank's Schedule of Charges.
32. (a) The Bank may accept collection, cheques and other instruments, payable only to the account holder. All instruments should be crossed before they are deposited for crediting in the account of the beneficiary customer.  
(b) The Bank shall endeavour to collect cheques/other instruments as promptly and carefully as is possible and in case of delay or loss in collection of cheques, the Bank will follow-up with the drawer institution for swift resolution. However, the Bank will accept no responsibility in case of any delay or loss caused by reasons beyond its control.  
(c) Uncleared instruments though credited in the account, shall not be drawn against. Even if such instruments are credited and/or allowed to be drawn against the Bank shall have the right to debit the customer's account, if these are not realised subsequently.  
(d) Cheques and other instruments, deposited by the account holders, which have been dishonoured, will either be collected by the customer in person or returned by registered post or courier service at the last recorded address of the customer with the Bank as the case may be.

(e) In the event of any instrument deposited being returned for any reason whatsoever or being returned at any time, although previously advised as paid, the account holder will refund the proceeds of the said instrument and indemnify the Bank against all losses and costs arising there from and hereby authorises the Bank to debit such amount and expenses to any account which the account holder may have with the Bank. In case of any shortfall, the account holder hereby undertakes to deposit the required amount on demand by the bank.

33. The Bank will take all possible care to see that credit and debit entries are correctly posted in the accounts of the customers, but in case of any error, the Bank shall be within its rights to make the correct adjusting entries and recover any amount due from the account holders, under subsequent advice to the customer.
34. Any change in the address or constitution of the customer account should be immediately communicated to the Bank.
35. The account holder wishing to close the account and wanting to draw the balance amount must return all unused cheques relating to the account. Alternately, it must be confirmed to the satisfaction of the Bank in writing that the unused cheques have been destroyed. Any HBL Debit Card(s) issued on the account must also be surrendered. Locker/safe deposit box relationship, if any, must also be terminated with all relevant dues cleared.
36. If a customer wishes to transfer his account to another branch of HBL, he will be required to open a new account in a branch of his choice and to close his existing account after completing all the formalities. The transfer of funds along with up-to-date interest, will be transferred by the account closing branch to the new account free of cost.
37. The Bank may transfer customer accounts to other branches in case of branch closure/mergers without affecting the interest, if any, accruing on the account as the accumulated products for unaccounted period would be transferred to the receiving branch along with the credit balance, on the date of the transfer.
38. All deposits and payments whether in Rupees or Foreign currency are governed by and are subject to the laws in effect from time to time in the Democratic Socialist Republic of Sri Lanka. The Bank shall not be responsible for any loss or damage to funds deposited by the customer due to any Government order, law, levy, tax, embargo, moratorium, exchange restriction or any other cause beyond the Bank's control.
39. Notwithstanding any provisions to the contrary contained in these 'Terms', the Bank shall have the right at any time and at its sole discretion to consolidate, combine and/or merge all or any of the customer relationships of the same customer with the same NIC. The Bank will provide appropriate prior notice to the account holder and such right to consolidate, combine and/or merge shall include the right to adjust or set off any indebtedness in any of the accounts which the account holder may incur in favour of the Bank, irrespective of the currency or currencies involved. If pursuant to such consolidation, combination or merger, a shortfall or deficiency arises in favour of the Bank, the concerned account holder shall be bound to pay the same upon first demand by the Bank.
40. In the event the Bank shall accept or incur any liability on the account holder's request, the Bank shall have a lien on all funds, monies, securities and other properties of whatsoever nature belonging to the account holder in the possession of the Bank for the due repayment of such liability. In the event of any default by the account holder, the Bank with appropriate notice to the account holder may take such steps to dispose or realise the assets/properties as it may deem fit and use the proceeds of such disposal or realisation in settlement of all outstandings against the account holder.
41. The Bank would not accept any liability or claim on account of any error in its systems or products due to failure of electricity or computers or for any other reason whatsoever which prevents the Bank from making available any of its services/products to customers on a particular day or for any period from any of its branches.
42. (a) The method of calculating interest on Savings/Term deposit accounts is governed by the Bank's rules under prevailing regulations/directives of the Central Bank of Sri Lanka and is subject to change without prior notice.  
(b) The Interest earned on Savings/ Term deposit accounts will be credited to respective Account(s) as determined by the Bank in line with prevailing Interest rates on Savings/Term deposit accounts disclosed to customers and displayed on notice boards of Branches. The interest will be credited to accounts within reasonable time from the close of respective period for which Interest is paid.  
(c) In case an account becomes overdrawn, the Bank will charge interest on the overdraft, at a fixed or floating rate as agreed with the customer for a regular facility and in case of a Temporary Overdraft the standard rate generally fixed by the Bank for TOD's will be charged, in accordance with prevailing rules and regulations.
43. In case of pre-mature encashment of a Rupee term deposit account, the prevailing Interest rate for savings account will be paid by the Bank. The same arrangement will be applicable for term deposits in FCY and the ruling savings rate in FCY would be utilized for calculating the interest.
44. Withholding Tax shall be recovered on the interest amount as per Income Tax laws in force.
45. (a) All FCY accounts will be governed through CBSL FE regulations issued from time to time.  
(b) The Foreign Currency Accounts can be operated through withdrawals in Foreign Currency or in Sri Lankan Rupees, at the discretion of the Depositor at the Bank's prevailing exchange rate, depending on the category of accounts as per CBSL FE regulations.  
(c) Each Foreign Currency transaction will be entered into by the customer with full awareness that Foreign Currency transactions could involve foreign exchange risks for which the Bank will not be held responsible.  
(d) The exclusive place of jurisdiction for any claims brought against the Bank is the competent court in Colombo Sri Lanka.
46. Govt. taxes/excise duties will be recovered from customers as per prevailing rates.
47. Free of charge ATM withdrawals from the Bank's own ATMs will be allowed, but the Bank may recover charges on transactions done through ATMs of other banks.
48. HBL Visa DebitCard will be issued to individual (joint with single signing mandate) customers only and issuance fee will be recovered from them and its subsequent renewal fee will also be charged annually.
49. Customers can access their account(s) from any HBL branch & Real Time Funds Transfer Facility within city or intercity can be availed by customers through HBL Online Branch Network.
50. These terms are in addition to and not in substitution for the specific terms and conditions, rules & regulations, procedures of the Bank governing various types of account(s), and all other products, term deposits, deposit schemes and services offered to customers from time to time.
51. The account holder should immediately advise the Bank as soon as he/she leaves the country for permanent residence abroad. On receipt of such information the account will be re-designated as a Non-Resident Account and all deposits and withdrawals will be subject to the CBSL rules and regulations applicable from time to time with regard to non-resident accounts.
52. The Bank reserves the right to refuse to open an account without assigning any reason.
53. The Bank reserves to itself the right to add or alter any or all of the rules after displaying the amendments on the branch notice board, statement of accounts and/or communication to the customer through advertisement in the newspaper, depending on the nature of amendment. Customers will be given right to opt-out within sufficient time of 30 days.
54. The Bank's interpretation of Terms and Conditions mentioned in Account Opening Form will be considered final and binding. However, in case of any dispute, matter will be referred to CBSL and their decision will be final and binding in that case.
55. No interest is paid on the balances of Current Accounts in Rupee and foreign currency.
56. The bank "reserves" the right to refuse to open an account/establish customer relationship with an applicant who is not willing to provide FATCA information. This includes submission of Foreign tax forms. Bank shall have the right to disclose personal information of customer's account, directly or indirectly to Foreign Regulator or Tax Authorities (or their representatives or agents) or any other authority or jurisdiction as deemed necessary by the bank of whatever nature.

57. The account holder/s who provide/s a signed Fax/Email indemnity will be undertaking the following.
- (a) Bank is unconditionally requested and authorized to act upon any Email/ fax Instructions which the Bank may in its sole and absolute discretion, reasonably believe to emanate from the Customer or otherwise appear to comply with the Terms and Conditions of our mandate.
  - (b) Bank shall not be under any duty to verify the identity of the person or persons sending any Email/ Fax Instructions purportedly made on the Customers behalf or the genuineness of the said Instructions. Any transactions processed pursuant to any Email Instructions shall be binding on the Customer.
  - (c) Customer agrees and undertakes to keep the Bank indemnified at all times against all actions, proceedings, claims, loss, damage, costs and expenses which may be brought against the Bank or incurred by it and which shall have arisen either directly or indirectly, out of or in connection with the Bank accepting and acting upon Email/ fax Instructions purporting to emanate from the Customer whether or not same are confirmed in writing by the Customer.
58. The account holder hereby acknowledges, understands and agrees that any claim that it / he / she / they may bring against the Bank will be brought only against the registered office of the Bank in Sri Lanka and/or with reference to the branch in which the account holder has opened or is maintaining its / his / her / their account. Notwithstanding the above, the account holder hereby further acknowledges, understands and agrees that the obligations of the Bank as specified under these Terms and Conditions are applicable to and shall be performed solely by the Sri Lanka branch office of Habib Bank Limited. The Bank's liability towards the account holder in respect of any deposits placed by the account holder with the Bank in current or savings account(s) or any other arrangement / relationship between the Bank and the account holder shall (i) lie solely with Habib Bank Limited Sri Lanka; (ii) be limited only to the sum(s) deposited in such account(s); and (iii) be due and payable from the counters of the respective branch of Habib Bank Limited Sri Lanka only. In no event whatsoever will Habib Bank Limited (Pakistan) or any other of its international branch offices be liable for the obligations towards the account holder."
59. In case of any anomaly or conflict among the English, Sinhala and Tamil version of terms and conditions, the terms and conditions included in English will be considered final and binding.
60. By signing these terms and conditions, you have also agreed to subscribe to the HBL VISA DebitCard and HBL Internet Banking Products and you hereby agree to the terms and conditions of the bank that govern these products; copies of the corresponding terms and conditions have been provided to you and such terms and conditions have also been signed and accepted by you. You will accordingly receive your HBL VISA DebitCard along with Debit Card Welcome Pack at your preferred mailing address. You will also receive further details regarding use of HBL Internet Banking Services at your given email address. Although you are automatically subscribed to the HBL VISA DebitCard and HBL Internet Banking Services, you would be required to activate these services following the procedure communicated to you on each of these products separately. In case you wish to unsubscribe to the HBL VISA DebitCard, please cut your HBL VISA DebitCard through the magnetic tape and electronic chip and submit this along with a written application to your respective HBL Branch; you may also send these via mail to your respective HBL Branch or directly to the Manager Card Operations, HBL Sri Lanka, 140-142, 2nd Cross Street Colombo-11, Sri Lanka. Please submit a written application to your respective HBL Branch if you wish to unsubscribe to the HBL Internet Banking Services. We also encourage you to speak to our Customer Services Representatives at any time using the given telephone numbers.

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**Primary Applicant (1)**  
**Authorised Signature**

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**Joint Applicant (1)**  
**Authorised Signature**

\_\_\_\_\_  
**Joint Applicant (2)**  
**Authorised Signature**

\_\_\_\_\_  
**Joint Applicant (3)**  
**Authorised Signature**

**Date:**