

## Current/Cheque/Savings Account and Fixed Deposit Terms

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### Important notice

#### You need to read this document.

It sets out specific terms and conditions on which we agree to provide you with *current/cheque account, term deposit and savings account products*. **You must read it in conjunction with our Client Terms, the tariff sheet, the product brochure and any other documents forming our banking agreement included in your Welcome Pack.**

To the extent of any inconsistency between these terms and our Client Terms, these terms prevail.

These terms do not apply to any existing current/cheque account, term deposit account or savings account products you have with us to the extent that they are subject to separate terms and conditions .

#### Key words

The meaning of keywords printed *like this* and other words used in our banking agreement is explained in our Client Terms. Some additional keywords which apply to the *products* referred to in these terms are explained at the end of these terms.

#### How to contact us

To find out information (such as current fees and interest rates or if you need us to explain features or terms) in connection with our *products*, you should contact us at one of our branches, by using phone banking (01) 2704611-4 or by visiting our website [www.sc.com/ng](http://www.sc.com/ng)

## 1 Choosing the account that is right for you

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We offer a variety of *current/cheque accounts*, *term deposits* and *savings accounts* designed to suit your personal banking needs. The particular types of *current/cheque accounts*, *term deposits* and *savings accounts* we offer are set out in the *product brochure*. If you need us to explain any of the features of, or the terms applying to, any *current/cheque account*, *term deposit* or *savings account*, please contact us (see contact details under "How to contact us" at the front of these terms).

## 2 Savings accounts

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### Minimum or maximum age for some savings accounts

- 2.1 If you are required to be a certain age to apply for a *savings account*, it is set out in the *product brochure*.

### No cheque facility

- 2.2 *Savings accounts* do not include a cheque facility. However, we may offer you restricted cheque facility services on some types of *savings accounts* on conditions we specify.

### Interest

- 2.3 If you have a credit balance in a *savings account* you may be entitled to receive interest depending on the type of *account* (see the *product brochure* and the *tariff sheet*). The rate of interest may be fixed or varied as we determine. We pay interest monthly or at other regular intervals we determine.

- 2.4 Interest is calculated and accrues daily and if the credit balance of your *savings account* is denominated in:

- Nigerian Naira [or British Pounds] we calculate interest on the basis of a 365 day year (a 366 day year in the case of a leap year);
- any other currency, we calculate interest on the basis of a 360 day year (or any other basis we choose).

### Passbook or statement

- 2.5 You may choose to:
- have a passbook; or
  - receive periodic statements.

### Passbooks to be kept secure

- 2.6 You must keep your passbook secure (including keeping them in a safe place - please refer to the security procedures set out in the Client Terms).

### Third party withdrawals with passbooks

- 2.7 A third party may only make withdrawals from a *savings account* with a passbook if they prove their identity to our satisfaction and provide:
- the passbook; and
  - an original debit slip signed by an *authorised person*.

The amount to be withdrawn by the third party must not exceed any maximum amount we set.

### Over the counter transactions without passbooks

- 2.8 Despite anything else in our banking agreement, we may allow transactions to be carried out over the counter or otherwise without the passbook being produced.

### Update of passbooks

- 2.9 You must update a passbook regularly if you frequently conduct transactions otherwise than over our branch counters.
- 2.10 If a passbook is not updated and there is any conflict between the information in the passbook and our records, our records prevail to the extent of the conflict.

### ATM cards

- 2.11 For some *savings accounts* you are issued with an *ATM card*.

## 3 Term deposits

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### Minimum age for term deposits

- 3.1 You must be at least 18 years old to apply for a *term deposit*.

### Interest on term deposits

- 3.2 Interest on a *term deposit* is paid at a rate we determine for the term of the *term deposit*. The applicable interest rate is available by contacting us at one of our branches or by using phone banking.
- 3.3 Interest earned on your fixed deposit/high yield, will be paid to your current or savings account with the Bank depending on the interest payment option you have selected in the application form.

### Withdrawals before maturity

- 3.3 We may allow withdrawals during the term of the *term deposit* in some circumstances. However, charges may apply and we may not pay all the interest accrued if you make an early withdrawal. More details on arrangement for interest payable on amounts withdrawn early are available by contacting us.
- 3.4 Interest accrues daily and if the credit balance of the *term deposit account* is denominated in:
- Nigerian Naira, we calculate interest on the basis of a 365 day year (a 366 day year in the case of a leap year). The interest amount will accrue based on your average daily balance
  - Any other currency, we calculate interest on the basis of a 360 day year (or any other basis we choose). The interest amount will accrue based on your average daily balance.

## Maturity of term deposit

- 3.5 If a *term deposit* matures on a day which is not a banking day in Nigeria, then the date is extended to the next banking day.
- 3.6 You must instruct us in writing (or any other way we agree to accept) before the maturity date (and in the case of foreign currency deposits, at least two banking days before the maturity date) whether you want:
- to renew the *term deposit*, or
  - us to pay you the principal and interest on the maturity date.
- If you do not instruct us, we may renew the *term deposit* for a similar term with interest at the prevailing interest rate for the term. However, we have no obligation to do so.
- 3.7 Interest ceases to be payable after the maturity date unless the *term deposit* is renewed.

## For Upfront Interest on fixed deposit

Interest earned on your fixed deposit/high yield, will be paid to your current or savings account with the Bank the next day after applying. Rollover, Top-up and Early liquidation Options are not available

## 4 Current/cheque accounts

*Current/cheque accounts* are accounts with a cheque facility.

### Minimum age

- 4.1 You must be at least 18 years old to apply for a *current/cheque account*.

### Interest

- 4.2 Interest is not payable on a *current/cheque account* unless specified in the *product brochure* for the particular type of *current/cheque account*.

### Cheque books

- 4.3 When you open a *current/cheque account* we issue you with a cheque book. If we ask you to collect a cheque book from us and it is not collected within 90 days of request, we destroy it. You must keep cheque books secure (including keeping them in a safe place - please refer to the security procedures set out in the Client Terms).
- 4.4 If you need a new cheque book it can be ordered by either filling out the application form in the cheque book or by any other process we offer. We may refuse to issue a new cheque book. We need not give you a reason for doing so.
- 4.5 When you receive your cheque book you should check that the account number and name are correct.

### Writing cheques

- 4.6 You or an *authorised person* must be careful when writing cheques to ensure the cheque cannot be altered without authorisation and to prevent fraud by forgery. For example, when writing cheques, you or an *authorised person* must:
- only use cheques in the form we have issued;

- write in non-erasable ink or ballpoint pen;
- write the words and figure of the amount as close as possible to each other and to the left-hand margin in order to prevent space for insertions;
- add the word 'only' after the amount stated in words;
- never pre-sign a cheque in blank;
- if sending cheques by post, delete the words 'or bearer' (to make the cheque an 'order' cheque) and cross the cheque with two parallel lines;
- not alter the cheque (including deleting the words 'or bearer') unless confirmed by their full signature;
- not use correction fluid.

We may dishonour and return any cheque that is not completed in accordance with these procedures, post-dated or out of date or otherwise not in a form acceptable to us.

If the words 'or bearer' are not deleted the cheque is a 'bearer cheque' and may be deposited by anyone holding the cheque.

You can protect yourself by crossing a cheque with two parallel lines as the cheque must then be paid into the payee's account rather than 'on demand'.

### Fees & charges

- 4.7 Fees and charges apply to cheques including stop fees, dishonour fees and fees if a cheque is returned to us for any reason (see the *tariff sheet*).

### Overdraft facility

- 4.8 We may allow you to use an overdraft facility on a *current/cheque account* if you have an overall credit balance on your *savings account*, *term deposit* and *current/cheque account*.
- 4.9 The overdraft facility may be used to draw cheques and for direct debit payment arrangements.
- 4.10 We set a limit for the overdraft facility and if the *current/cheque account* balance exceeds the limit then you must immediately make payment to reduce the balance to or below the limit. We may increase or decrease the limit at any time.
- 4.11 We charge interest on the debit balance of the overdraft facility calculated in accordance with the *tariff sheet*. We debit any accrued interest from the *current/cheque account* on a monthly basis.



4.12 We do not take into account any uncleared funds in calculating the unused portion of the overdraft facility.

## 5 Foreign currency

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Deposits of foreign currency are generally made into a form of *current/cheque account*. However, foreign currency *savings accounts* may also be available. For more information, contact us at one of our branches or by using phone banking.

### Minimum age

5.1 You must be at least 18 years old to apply to make a *foreign currency deposit*.

### Terms of deposit

5.2 We accept *foreign currency deposits* in currencies acceptable to us and on the conditions (including term, interest rate and minimum deposit amount) available at our branches.

### Deposit methods

5.3 We may accept and deposit (as agent for collection) foreign currency drafts, cheques or travellers' cheques for good value after clearance. We deduct from the proceeds our fees and charges (the details of which are available by contacting us at one of our branches or by using phone banking) and any fees and charges that may be imposed by third parties.

However, we may.

- refuse to accept for collection drafts, cheques or travellers' cheques drawn in favour of third parties or if the payee's name is not identical to your name in our records;

- need to see the purchase agreement of any travellers' cheques presented for deposit.

We return dishonoured cheques, drafts or travellers' cheques to your last notified address at your risk and *cost*.

5.4 If you have an existing foreign currency *term deposit* and we receive additional foreign currency funds with no specific instructions, we may place them in any type of *account* we determine for a minimum of one month. However, if the additional funds are below our minimum deposit amounts, we may place them in an existing *account* in the same currency and with the interest rate and the earliest maturity date we determine.

### Withdrawal methods

5.5 A *foreign currency deposit* which is a *term deposit* may not be withdrawn before the maturity date. However, we may allow withdrawal before the maturity date subject to any conditions we may impose (including a period of notice, reduced or nil interest, fees and other charges).

5.6 If you make a withdrawal of a *foreign currency deposit* and the withdrawal is denominated in British Pounds, US Dollars or Euro, we may (but not need) make available to you the proceeds of your withdrawal on the same day as your withdrawal.

5.7 Proceeds of any withdrawal are not available in foreign currency notes. <OR>If you give us notice, proceeds of withdrawal may be available in foreign currency notes. You must pay any applicable fees. Details of fees are available by contacting us.

### Interest on foreign currency deposits

5.8 Interest on a *foreign currency deposit* is paid at a rate we determine. The applicable interest rate is available by contacting us.

### Commission

5.9 We may charge commission on a deposit or withdrawal made in cash, cheques, drafts, payment orders or other monetary instruments in the currency of the *account* for the *foreign currency deposit*. Please refer to the *tariff sheet* or elsewhere in our banking agreement for details or contact us if you require further information.

### Foreign exchange controls

5.10 *Foreign currency deposits*, and all transactions in connection with them, are subject to any applicable exchange control laws.

### Exchange risk

5.11 You acknowledge that:

- you are aware of the risk of interest rate and exchange rate fluctuations and the effect that such fluctuations may have on the credit balances in an *account*

- adverse exchange rate movements could result in the credit balance (even after interest is credited) being less than the amount you deposit

## 6 Minimum balances

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6.1 Some *accounts* require you to maintain a minimum balance. For details on required minimum balances, see the *product brochure* and/or *tariff sheet* or contact us.

6.2 We may require you to maintain a minimum aggregate balance on your *savings accounts*, *current/cheque accounts*, *term deposits accounts*, *foreign currency deposits* and other *accounts* we specify where you are the primary account holder (either solely or jointly). For details on required minimum aggregate balances, see the *tariff sheet* or elsewhere in our banking agreement. Please contact us for further details.

6.3 If a minimum balance or a minimum aggregate balance applies to an *account* and the balance falls below the required minimum we:

- need not accept any instruction or allow any transaction on an *account* which would cause the balance to fall below the minimum balance;
- need not pay interest on the relevant *accounts*;
- may close the relevant *accounts*.

You must also pay any applicable fees (the details of which are available by contacting us at one of our branches or by using phone banking).

## 7 Payments into accounts

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### We may accept or refuse payment

- 7.1 We may accept or refuse to accept any deposit whether in cash or by cheque or other instrument or set minimum or maximum amounts on deposits. We need not give any reason for doing so.
- 7.2 Any cheque or other instrument is received by us as agent for collection on your behalf.

### Your responsibility

- 7.3 You accept that any deposit through an **ATM** with the use of a *card* is at your risk and is subject to us verifying and processing. You must check that your instructions have been processed accurately. If you do not notify us within 72 hours of the time the transaction is processed, our records of the transaction are taken to be correct.
- 7.4 We are not responsible for funds given to any of our employees or officers outside banking hours or outside our premises. Only Tellers sitting across the counter at branches are authorized to handle cash transactions. We will not be liable for any loss arising from cash given to unauthorized staff/persons."

### Foreign cheques or instruments

- 7.5 If we agree to accept cheques or other instruments drawn on financial institutions located outside Nigeria, you acknowledge that:
- clearance depends on the law and practice of the location of the financial institution;
  - we are not responsible for the value given by the financial instrument or any other *loss* incurred in connection with the cheque or instrument

### Receipts

- 7.6 Receipt of a deposit is evidenced by our usual practice, depending on how you make the deposit. A person making a deposit should keep their copy of the receipt.
- 7.7 A deposit slip is only valid if endorsed by our machine print (if deposited at a self service machine) or by our stamp and signature of a bank officer (if deposited at a branch).
- 7.8 Any receipt we issue cannot be used as evidence of your title to a deposit.

### Third party cheques

- 7.9 If a cheque or other instrument is presented which is payable to a third party or it appears to belong or to have belonged to someone else (called a "third party cheque"), we may refuse to accept it for deposit or refuse to cash it. If we agree to accept or cash a third party cheque we may require you or an *authorised person* to comply with additional conditions.

### Cheque collection box deposits

- 7.10 You must not deposit cash or bearer cheques into the cheque collection boxes. If you make a deposit in this way, you do so at your own risk and we are not liable for any *loss* incurred as a result of your action.

### Clearance of payments

- 7.11 We do our best to process all cheques and other instruments within a reasonable period of time. However, if they are deposited after any cut off time we specify, they may not be processed until the following banking day. If they are deposited through an **ATM**, cheques may take up to two clear banking days to process. Clearance times may vary.
- 7.12 The proceeds of cheques and other payment instruments deposited, or funds transferred electronically cannot normally be withdrawn until cleared. If we allow withdrawal of the proceeds before clearance occurs, you must repay or we may debit that amount if the cheque, payment instrument or transfer is dishonoured.

### Regular payments to an account

- 7.13 If you ask, we may establish a regular payment arrangement to an *account*. We may cancel or stop the regular payment arrangement if:
- you instruct us to do so in writing; or
  - the *account* does not have sufficient funds to satisfy any regular payment; or
  - the payment arrangement no longer complies with the terms of the payment authority signed by you; or
  - required by law.

### Dishonoured cheques

- 7.14 We give you details of any cheque deposited into an account which is dishonoured as soon as practicable.

## 8 Payments out of accounts

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### Withdrawals

- 8.1 Withdrawals from an *account* are subject to conditions we impose. For example, we may require you to give us notice or, if you make more than a maximum number of withdrawals in a period, the terms on which we pay interest may change or we may charge you a fee. Authority to debit and payment

- 8.2 You authorise us to debit all cheques and other instruments drawn by you to a *current/cheque account*.
- 8.3 We may determine the order of priority for payment of cheques.
- 8.4 a. Withdrawals from an account may only be made at the country where the product is located. We may from time to time allow withdrawals of deposits from your account to be made in other countries subject to conditions we may impose, and you agree that we may withdraw any such permission at anytime without notice to you.
- b. In the event a Country Cross Border Risk event occurs in Nigeria, and controls are imposed in Nigeria-
- The Client has no right to demand repayment of their respective deposit / liability from an alternative office of SCB in a different country, or
  - To demand SCB Nigeria to make repayment which contravenes local law'.

#### Third party withdrawals

- 8.5 We may, but need not, accept instructions allowing third parties to withdraw from an *account*.

#### Stopping payment of cheques

- 8.6 You or an *authorised person* may request us in writing to stop payment of a cheque drawn on a *current/cheque account* before it has been paid. However, the instruction is only effective if it:
- gives full details of the cheque; and
  - is received by the branch where the *current/cheque account* is maintained before the cheque is deposited for clearing. (See our Client Terms for how we deal with stopped payments.)

#### Direct debits or periodical payments from accounts

- 8.7 If you ask, we can organise a direct debit or periodical payment arrangement from an *account*. You need to sign additional documents to authorise it.
- 8.8 We may cancel or stop any direct debit or periodical payment arrangement if:
- you instruct us to do so in writing; or
  - the payment arrangement no longer complies with the terms of the direct debit authority signed by you.

We may ask that you also notify the person to whom you have given the direct debit authority.

#### Telegraphic transfers

- 8.9 You may ask us to effect telegraphic transfers for you. We need not agree to your request.

- 8.10 We may set a minimum amount or maximum amount for telegraphic transfers. For details of these amounts, please contact us.
- 8.11 If a telegraphic transfer is made in a currency other than the currency of the destination country, you may be required to pay multiple charges for the telegraphic transfer. For details of these charges, please contact us.
- 8.12 You consent to us disclosing any information in connection with the telegraphic transfer to the correspondent or intermediary bank.
- 8.13 If a telegraphic transfer cannot be completed, we are not required to refund the charges paid by you for the telegraphic transfer unless the failure to complete was solely and directly due to anything we do or do not do.

## 9 Dormant accounts

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#### What is a dormant account?

- 9.1 If no withdrawal, deposit, fund transfer or use of *electronic banking services* is made on:
- a *savings account* for 12 consecutive months; or
  - a *current/cheque account* for 24 consecutive months,
- or such other period that we notify to you, we classify the *account* as dormant.

#### Fees for dormant accounts

- 9.2 If the balance of a dormant *account*:
- falls below a minimum limit set out in the *tariff sheet*, we may close the *account* and use any credit balance to pay the dormant *account* fee set out in the *tariff sheet* or as notified by us; or
  - is above the minimum limit set out in the *tariff sheet*, we may debit the dormant *account* fee set out in the *tariff sheet* or as notified by us until the *account* is closed, unless prohibited by law.

## 10 Closing accounts

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#### Early closure

- 10.1 If you close a *savings account* or *current/cheque account* within one year (or such other period that we may notify to you) after you open it, you must pay the early account closure fee set out in the *tariff sheet* or as notified by us.

#### When we may close accounts

- 10.2 We may close a *savings account*, *term deposit* or a *current/cheque account* at any time. We need not give a reason for doing so. If we do so, we pay you any credit balance in the *account* in the manner we determine.

## Return of cheque books

- 10.3 If a **current/cheque account** is closed, you must ensure that any unused cheque books are returned to us.
- 10.4 Your Visa Debit Card is **not** enabled for online (e-commerce) transactions by default. You are required to call contact centre on +23412704611 to switch on this service.

## 11 Meaning of words

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You also need to refer to our Client Terms which also define key words used in these terms. If a word defined in these terms is also defined in our Client Terms, the definition in these terms applies for the purposes of **current/cheque accounts, term deposits, foreign currency deposits** and **savings accounts**.

**current/cheque account** means any account of the type referred to in clause 4.

**foreign currency deposit** means any deposit of foreign currency described in clause 5.

**savings account** means any **account** described in clause 2.

**term deposit** means any time, term or fixed deposit described in clause 3.

