



## Current/Cheque/Savings Account and Term 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 Customer Terms, the Schedule of Charges, 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 Customer 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 key words printed *like this* and other words used in our banking agreement is explained in our Customer Terms. Some additional key words 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 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 or by visiting our website [www.sc.com/pk](http://www.sc.com/pk).

## 1 Choosing the account that is right for you

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

### 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*.

### Profit

- 2.2 If you have a credit balance in a *savings account* you may be entitled to receive profit depending on the type of *account* (see the *product brochure* and the *Schedule of Charges*). The rate of profit may be fixed or varied as we determine. We pay profit monthly or at other regular intervals we determine.
- 2.3 Profit is calculated and accrues daily and if the credit balance of your *savings account* is denominated in:
- Pakistan Rupee, we calculate profit on the basis of a 365 day year (a 366 day year in the case of a leap year);
  - any other currency, we calculate profit on the basis of a 360 day year (or any other basis we choose).

### ATM cards

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

## 3 Term deposits

### Profit on term deposits

- 3.1 Profit on a *term deposit* is paid at a rate we determine for the term of the *term deposit*. The applicable rate is available by contacting us at one of our branches or by visiting our website.
- 3.2 Zakat deduction will be applicable on profit amount as per Zakat law.

### Withdrawals before maturity

- 3.3 Some types of *term deposits* may allow you to make a maximum number of withdrawals during the term of the *term deposit* without incurring any fee or affecting the rate. We also may allow an early withdrawal in other circumstances. However, charges may apply and we may not pay all the profit accrued if you make an early withdrawal. More details on arrangements for

profit payable on amounts withdrawn early are available by contacting us.

- 3.4 Profit accrues daily and if the credit balance of the *term deposit account* is denominated in:
- Pakistan Rupee or British Pounds, we calculate profit on the basis of a 365 day year (a 366 day year in the case of a leap year);
  - any other currency, we calculate profit on the basis of a 360 day year (or any other basis we choose).

### Maturity of term deposit

- 3.5 If a *term deposit* matures on a day which is not a banking day in Pakistan, then the date is extended to the next banking day.
- 3.6 We only pay the principal and profit to you at the branch where it was initially placed (unless we otherwise agree).
- 3.7 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 profit on the maturity date.
- If you do not instruct us, we may renew the *term deposit* for a similar term with profit at the prevailing rate for the term. However, we have no obligation to do so.
- 3.8 Profit ceases to be payable after the maturity date unless the *term deposit* is renewed.

## 4 Current/cheque accounts

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

### Profit

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

### Cheque books

- 4.2 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 60 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 Customer Terms).
- 4.3 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.

- 4.4 When you receive your cheque book you should check that the account number and name are correct and count the number of leaves before leaving the counter.

### Writing cheques

- 4.5 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

- 4.6 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 *Schedule of Charges*).

### Overdraft facility

- 4.7 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*.

- 4.8 The overdraft facility may be used to draw cheques and for direct debit payment arrangements.
- 4.9 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.
- 4.10 We charge mark up on the debit balance of the overdraft facility calculated in accordance with the *Schedule of Charges*. We debit any accrued mark up from the *current/cheque account* on a monthly basis.
- 4.11 We do not take into account any uncleared funds in calculating the unused portion of the overdraft facility.
- 4.12 Profit accrues daily and if your *current/cheque account* is denominated in:
- Pakistan Rupee or British Pounds, we calculate profit on the basis of a 365 day year (a 366 day year in the case of a leap year);
  - any other currency, we calculate profit on the basis of a 360 day year (or any other basis we choose).

## 5 Foreign currency

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

Deposits of foreign currency are not insured by the Deposit Protection Scheme of the United Kingdom nor by the Federal Deposit Insurance Corporation of the United States of America nor by any other person outside Pakistan.

### Terms of deposit

- 5.1 We accept *foreign currency deposits* in currencies acceptable to us and on the conditions (including term, rate and minimum deposit amount) available at our branches, on our website, or as set out in the *product brochure*.

### Deposit methods

- 5.2 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.

- 5.3 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 rate and the earliest maturity date we determine.

#### Withdrawal methods

- 5.4 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 profit, fees and other charges).
- 5.5 If you make a withdrawal of a *foreign currency deposit* and the withdrawal is denominated in:
- British Pounds or US Dollars, we may (but not need) make available to you the proceeds of your withdrawal on the same day as your withdrawal;
  - any other foreign currency, you must notify us of your intention to make the withdrawal at least two banking days before you make the withdrawal.
- 5.6 Proceeds of withdrawal may be available in foreign currency notes subject to applicable law. However, this depends on their availability at the time. You must pay any applicable fees. Details of available foreign currency notes and fees are available by contacting us.

#### Profit on foreign currency deposits

- 5.7 Profit on a *foreign currency deposit* is paid at a rate we determine. The applicable rate is available by contacting us.

#### Commission

- 5.8 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 *Schedule of Charges* or elsewhere in our banking agreement for details or contact us if you require further information.

#### Foreign exchange controls

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

#### Exchange risk

- 5.10 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 profit 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 *Schedule of Charges* or contact us.
- 6.2 If a minimum balance applies to an *account* and the balance of the *account* falls below the minimum we:
- need not pay profit on the *account*;
  - may close the *account*.
- 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.

#### Receipts

- 7.5 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.
- 7.6 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).
- 7.7 Any receipt we issue cannot be used as evidence of your title to a deposit.

#### Third party cheques

- 7.8 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

- 7.9 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

- 7.10 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.
- 7.11 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

- 7.12 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

- 7.13 We give you details of any cheque presented for payment which is dishonoured as soon as practicable.

## 8 Payments out of accounts

#### 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 profit may change or we may charge you a fee.
- 8.2 For Non-Resident Pakistani “NRP” clients, withdrawals and Payments from ATM/Debit card can only be done within territorial jurisdiction of Pakistan

#### Authority to debit and payment

- 8.3 You authorise us to debit all cheques and other instruments drawn by you to a *current/cheque account*.
- 8.4 We may determine the order of priority for payment of cheques.

#### 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 Customer 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 12 consecutive months;

or such other period that we notify to you, we classify the *account* as dormant. We pay minimum profit as prescribed by State Bank of Pakistan on a dormant *account*.

### What happens to dormant accounts

9.2

During the period an *account* is dormant we:

- do not issue statements for the *account*, and
- we charge fees only as permitted by law.

If an *account* is dormant for a period of ten years, the credit balance in the *account* is considered to be unclaimed. We send you a notice of unclaimed money by registered post to your address as last notified to us. If the money remains unclaimed for three months after the date of our notice we surrender it to State Bank of Pakistan in accordance with law. We then have no further responsibility to you in connection with the *account*.

### Reactivation of dormant accounts

- 9.3 If you want to reactivate a dormant *account*, you must ask us to do so in writing and provide us with any documents or information we require (including documents verifying your identity).

## 10 Closing accounts

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### When we may close accounts

- 10.1 We may close a *savings account*, *term deposit* or a *current/cheque account* at any time by giving you 15 days notice in writing. 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

- 10.2 If a *current/cheque account* is closed, you must ensure that any unused cheque books are returned to us.

## 11 Meaning of words

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You also need to refer to our Customer Terms which also define key words used in these terms. If a word defined in these terms is also defined in our Customer 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.