



(Authorised and Regulated by the Financial Services Authority)

# ACCOUNT TERMS AND CONDITIONS

(Effective from 1<sup>st</sup> November 2009)

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Sort Code: 60 95 00

SWIFT Code: PUNBGB22

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# **PUNJAB NATIONAL BANK (INTERNATIONAL) LIMITED**

## **1. GENERAL TERMS AND CONDITIONS FOR OUR CUSTOMERS**

This is a document through which we explain our products and services as clearly as possible, how they work and what are the likely charges and benefits. We have updated the general terms and conditions that apply to your account(s) with us whether in your sole or joint names. This document override all previous communication sent in this connection from time to time.

Please take the time to carefully read this document.

### **1.1 Definitions**

**'Account(s)'** means any Accounts(s) which we open and maintain for you;  
**'Agreement'** means the agreement between us and you for the Account(s). It comprises the application form and the Conditions and any changes or amendments to the same as notified;

**'you'** or **'your'** or **'customer'** means the individual (s), sole trader, partnership, association, company or other body whether corporate or unincorporated and any partner or member of any association or other unincorporated body which holds the Account(s);

**'Conditions'** means these or any other Conditions of Use from time to time in force;

**'we'**, **'our'**, **'us'** or **'ourselves'** means Punjab National Bank (International) Limited

**'working weekday'** means any day between Monday and Friday (inclusive) excluding any UK bank and Public Holidays.

### **1.2 Introduction**

Punjab National Bank (International) Limited (here in after referred to as the Bank), is wholly owned UK subsidiary of Punjab National Bank, India. The Bank is authorised to accept deposits by the Financial Services Authority (FSA). This agreement applies all account holders of the Bank.

### **1.3 Communicating with each other**

We may contact you by post, telephone or email/internet, using the latest address, telephone number and/or email address. By law we are required to send information to you at the last known address. To avoid the possibility of delivery of any such communication to an un-intended recipient all account holders are requested to inform us of changes to their contact details as soon as possible. In normal circumstances, the Bank will contact only the joint account holder named first in its records subject to any legal requirements or unless requested otherwise. The first named account holder is responsible for passing on the information to the other joint account holders.

All account holders are expected to send any instruction in writing or through internet banking platform except where specific agreement between the Bank and the account holder exists for other means of communication or in the circumstances specifically given in this document.

If you wish to give us instructions by telephone, we will take all reasonable steps to identify and verify the caller and their authority on the Account(s) with us. We may, at our discretion ask you to complete a separate authority in this regard and that your authorised persons provide us with security information to aid verification. You must take care of this information including any passwords used for validation purposes, since it is essential to help prevent fraud and protect your Account(s). Please ensure that you:

- a) do not allow anyone else (except our staff ) to use this security information; and
- b) always take reasonable steps to keep this security information secret at all times.

You authorise us to act on any instructions given after we have gone through the verification process, whether the instructions were authorised by you or not.

It is essential that you tell us as soon as you can if you suspect or discover that someone else knows the security information of you or any person authorised to give us instructions by telephone and may use it without your authority.

The fastest method of advising us is by telephone.

Once you have told us that someone else knows the security information of you and any authorised person, we will take immediate steps to prevent this information from being used. We will refund you the amount of an transaction (together with any interest and fees if appropriate) not authorised by you after you have told us that someone else knows the security information.

#### **1.4 Information we hold**

When we ask our customer for information we will explain to them why we need it and how we plan to use it. The Bank may hold the following information about its customers:

- o Personal information such as name, address and date of birth
- o Details of products and services we provide and any other related information which a customer may have provided to us.
- o Details of communication between the customer and the Bank

#### **1.5 Publicity and Marketing**

From time to time we may send information regarding new products and services in which customers may be interested. At the time of opening new account or using our services the customer will have opportunity to tell us if they do not wish

to receive product promotion information. From time to time we may invite the customers to review their decision. At specific request, at any time we will remove the name from our mailing list.

## **1.6 Processing information**

We have an information processing and call centre at Delhi, India. Bank will take all necessary steps to keep the information passed on to this processing office secured and protected from unauthorised access. We may also outsource some of our activities to other service providers from time to time.

## **2. ACCOUNT GENERAL TERMS AND CONDITIONS**

### **2.1 General**

These general conditions apply to our various accounts and outline the contract between the Bank and those customers, who have opened an account with the Bank. There may be specific conditions applicable to particular accounts and those special conditions are additional to the general conditions described below. In case any special conditions prescribed in relation to any particular account differ from these general conditions then those special conditions will apply.

### **2.2 Documents required for account opening**

The following basic documents/information will be needed to open an Account in your name:

#### **2.2.1 Proofs of Identity**

We are required by law to check the identity of new customers. Checking identity is important to fight money laundering and other criminal activities. Bank may make electronic searches or access database held by a credit reference agency in order to validate names and addresses. When we ask for information this can be provided by way of current valid passport or a full UK driving license or (subject to the Bank's approval-please consult us) such other documents that are issued by a known Public Office which contains minimum details such as Name, Date of Birth, Photo and signature.

#### **2.2.2 Proof of Address**

This can be provided by way of recent utility bills not more than 3 months old such as Gas/ Electricity/Water Bill/Telephone bills, bank and building society account statements etc. where the full address is recorded.

In case Bank officials are not able to meet you face to face additional documents will be required as the Bank may specify. The Bank may also take up a reference in relation to an existing account held at a third party bank wherever applicable or from a credit referencing agency. In addition to the above documents, detailed information on the likely operations and earning/ business details will be required to open an Account

## **2.3 Joint Accounts**

Individuals with lawful capacity to open accounts with the Bank may be permitted to combine and open joint accounts.

The Bank may allow any of the account holders to operate the account singly at the collective request of the joint account holders. In such an event any of the joint holders can cancel such arrangement by written instruction. In case of joint account monies payable to any one of the account holders can be credited to the account.

If you are opening a joint account with another person or persons, we will ask for a specimen signature from each person.

We will (unless instructed otherwise) accept instructions authorising account withdrawals or other action on the account signed by anyone of you (or the survivor of you).

We will send the statement to the first named account holder, unless you tell us in writing that you each require separate statements. The first named account holder is responsible for passing information we send, to the other account holders.

In the event that you require statements to be sent to each account holder, you will incur additional charge as per the schedule charges

We may disclose to any of you any information we hold about the account. Any one of you will have the authority to give instructions in relation to the account. If any one of you tells us about a dispute between any of you, we may treat this as a notice of cancellation of the authority and thereafter require all further instructions relating to the account to be signed by all of you. If necessary, we may also freeze the account.

You will be liable for any amounts owing on joint accounts including overdrafts and loans. Each account holder will have joint and several liabilities.

## **2.4 Partnership Accounts**

Normally, all parties to a partnership Account will be required to sign a mandate addressed to us, providing us with authority to follow instructions for the operation of the Account and stating who may sign cheques on the Account.

As stated in the mandate, all of you are together and separately liable to repay any money owed to us on the Account.

In the event of our becoming aware of a disagreement between the parties to the Account, we may treat the Account mandate as cancelled or revoked and require all parties to provide authority for each transaction on the Account until matters

have been resolved. We may also ask for return of unused cheques and suspend operation of our telephone and electronic banking service.

### **3. OPERATING YOUR ACCOUNT**

#### **3.1 Depositing money into the account**

Amount may be deposited (credited) into the account by way of Cash, Deposit of Cheques or any such instruments made payable to the account holder/s, or transfer from another Bank account or account with another bank or recognised financial institution. Each such credit will have a value date applicable to the transaction as follows-

- Any cash deposited at any branch will have a value date of the deposit of the cash as long as the deposit is made within stipulated hours for banking business.
- Cash deposits made at another bank in the UK will receive a value date, normally on the third working day of such a deposit.
- Cash deposit into the account will attract cash handling charges as per prevailing rate.
- Cheques and other instruments drawn on a UK bank are generally credited with a value date of the sixth working day after the deposit of the cheque. In such cases while the Bank may credit such amounts on the date of presentation; the amount will be available for withdrawal only on or after the value date. In case the Bank allows withdrawal before the value date, applicable interest may be charged for such a period. Any permitted withdrawal against such uncleared credits is also subject to the Bank's right to recover the amount in case of the return of the instrument.
- Cheques and other instruments drawn on a non UK bank and foreign currency cheques and instruments are credited with recourse subject to realisation and under reserve and will receive a value date being the date the Bank is in receipt of cleared funds.

#### **3.2 Paying sterling cash into your sterling Account**

The ways in which sterling can be paid into your Account shall be over the counter at our office(s).

We reserve the right to refuse to accept an amount paid in and, if we do, we will tell you.

Where necessary, we may also ask you for source of funds deposited and satisfy ourselves as to providence of the funds so deposited/to be deposited.

#### **3.3 Paying currency other than sterling into your sterling Account/Foreign Currency Accounts:**

US Dollar and Euro notes maybe paid into your Account over the counter at our office.

Cheques, travellers' cheques and bankers' drafts payable outside the UK and/or in a currency other than sterling should be presented at our office. The clearing cycle will vary according to the method and place of payment.

Cheques payable outside the UK paid in for collection or negotiation are dealt with in accordance with our guidelines we may issue from time to time and on the following terms;

- a. You warrant that you have good title to them;
- b. You indemnify us against all liabilities, claims, losses, expenses, exchange rate fluctuations and agents' charges that may arise; and
- c. You authorise us to debit the Account if any cheque is returned unpaid with the amount credited

For deposits made by foreign cheque or drafts payable in USD/EURO:

- (i) These instruments are subject to the rules and regulations of the country in which they are drawn,
- (ii) We will pay interest (where interest applies) on any funds deposited to your account by way of foreign cheque or draft after these funds are deemed available for withdrawal by you. The period before the funds are deemed available will vary depending on the currency of the instruments.
- (iii) Even where we have deemed that funds deposited to your Account are available, if a foreign cheque or draft is dishonoured or lost for any reason deposit to your Account, we will exercise recourse against you and you will therefore be liable to repay us for any amount not paid by the bank on which the foreign cheque or drafts is drawn (the "Drawee Bank"). You acknowledge that dishonour timeframes differ and depend on the rules of the country in which the foreign cheque or draft is drawn and in some cases a Drawee Bank can dishonour items many months after the foreign cheque has been deposited by you.
- (iv) We reserve the right but not the obligation to represent on your behalf any foreign cheque or draft which is unpaid on presentation to the Drawee Bank but such representation does not affect our right to exercise recourse at a later date.

Where we have to exercise recourse, we may debit your Account or any of your accounts held with us to recover from you any costs levied by the Drawee Bank together with our fees. Where we have to exercise recourse in currency other than that of your Account, the amount claimed may differ due to foreign exchange rate fluctuations. We may also debit your accounts or recover from you any costs levied by the Drawee Bank together with our standard service fees and charges.

- (v) Where any foreign cheques or drafts are lost, you will be responsible for obtaining replacement documents if requested by us.

(vi) (a) Where deemed necessary by us, or upon your request, certain foreign cheques or drafts may be sent on collection' to the Drawee Bank. Where a foreign cheque or draft is sent on collection', available funds will be credited for your Account as soon as payment is received from the Drawee Bank.

(b) Where funds are credited to your Account other than by way of foreign cheque or draft, they will be available for withdrawal on the day of receipt if in a form deemed suitable by us, or on the value day of any authenticated advice from a remitting bank, whichever is the later, so long as it is a business day in England, and in the country of the relevant currency being deposited.

(c) If you deposit funds into your Account in a different currency to that of your Account or we are required to affect any dishonour or return of funds in a currency other than that of your Account, the relevant funds will be converted at our prevailing rate of exchange on the day of the transaction (or subsequent dishonour or return).

We reserve the right to refuse to accept an amount paid in, and if we do, we will tell you.

If you want us to obtain payment for you of a foreign cheque, you must "endorse" the cheque by signing your name on the back. Your signature must match the way your name appears on the front of the cheque if the cheque is payable to more than one person, each of you must sign the back of the cheque.

The exchange rate we use when converting a foreign cheque into sterling will be:

- our standard exchange rate for negotiating cheques, on the day we buy the cheque from you; or
- our standard exchange rate for collecting cheques, on the day we receive the payment from the paying bank.

If the foreign bank later returns the cheque or asks for the money to be returned, we will take the currency or the sterling equivalent from your account. If we converted the cheque into sterling, we will change it back into the foreign currency using our standard exchange rate for the relevant currency on the day we take it from your account. We will do this even if you have already spent the money or it will put you into overdraft.

This normally means we take a larger amount from your account than we originally paid in. The exchange rate for the foreign currency may also have worsened between our paying the money in and taking it out.

We will take our charges for dealing with foreign cheques, and any charges by the foreign bank, including any charges resulting from the foreign bank returning the cheque unpaid or asking for the money to be returned, from the account you told us to pay the cheque into.

Occasionally it is not possible to obtain payment of foreign cheques because of local foreign exchange or other restrictions.

If we have any costs or other obligations as a result of negotiating or collecting a foreign cheque, you must reimburse us and take any other steps needed to put us in the position we would have been in had we not attempted to negotiate or collect the cheque.

### **3.4 International payments into your account**

When we receive a payment for your account in a foreign currency, we will convert it into sterling before we pay it into your account. If the payment is in euro or another currency from the European Economic Area (members of the European Union plus Norway, Iceland and Liechtenstein) ("EEA"), we will credit it to your account and make it available for you to use straightaway and pay interest on it, where applicable, (or use it to reduce the interest you pay) from the same day. For all other currencies, the time it takes us to convert the payment into sterling takes longer so it will be added to your account up to two working days after we receive it.

We will use our standard exchange rate for buying the relevant currency that applies on the day we receive the payment.

You can find out our standard exchange rate by calling our branch.

We may take our charges for dealing with the international payment before we add it to your account but if we do so we will tell you the full amount of the payment and the charges that applied.

### **3.5 When your money is available to you on your sterling Account**

When a sterling cheque is paid in to your Account, we have to collect the payment from the bank of the person or business who gave you the cheque. This is known as 'clearing a cheque'. The cycle of clearing a cheque explained here does not apply to foreign cheques, which will usually take longer to clear. You should allow at least five working weekdays before you use the proceeds of a cheque drawn in England and Wales as the credit will have a value date after 5 working days of deposit of a cheque. However in some cases because cheques may still come back unpaid after this time it may take longer for a cheque to clear. Any cheque to be returned unpaid must be returned within three working days. You should make allowance for this before withdrawing the money from your Account. If you pay in a cheque drawn in England and Wales on a Saturday or Sunday or after 1.30 pm on a working weekday, the payment is not passed to your Account until the following working weekday, when the cheque clearing period will start. A cheque paid into your Account drawn on a bank outside England and Wales takes longer to clear. Please ask for details.

We, at our discretion, may sometimes allow you to draw the cheque proceeds before the cheque has actually been cleared. This may mean that your Account

balance includes un-cleared funds. If we allow you to draw against these funds then you may have to pay overdraft interest and fees. Interest on any unarranged overdraft will be payable at our unarranged borrowing rate from time to time in force as detailed in the tariff schedule.

In the event that the cheque is returned to us unpaid, then you shall pay to us (a) the actual amount of the unpaid cheque, (b) unpaid cheque unarranged overdraft interest and fees.

If you pay cash (GBP) into any of the Bank's branch with counter facilities in the UK before 3.30pm on a working weekday, the amount will be credited to your Account that day. This will affect any interest or charging calculations immediately.

If the cash paid in has to be converted before 3.30pm from one currency to another we will use spot selling rate of exchange of that day.

Automated credits received by you, will normally take three working weekdays to reach your Account. For example, a payment sent on Monday will be received into your Account on Wednesday. Automated payments through some financial institutions may take longer than three working weekdays.

Automated payments made from your Account, will normally appear as cleared funds on the account of the person receiving the money two working weekdays after we have debited your Account.

Automated payments through CHAPS between the Banks sterling Accounts will appear as cleared funds on the beneficiary's Account on the day of the payment.

### **3.6 Post dated cheques**

You must not issue post dated cheques, because the payee is likely to pay it into their bank before the due date. If they do, it is likely that we will pay the cheque when it is presented for payment.

### **3.7 Cancelling payments**

If you want us to stop a cheque, or amend or cancel a Standing Order instruction on you account, you should advise us in accordance with condition 3. You will not be able to stop a cheque or cancel a Standing Order if you do not advise us before we are committed to pay the cheque or make the payment from your account. You must include the following details:

- a. Cheque – cheque number and date, your account number, amount and name of payee;
- b. Standing Order – name of recipient, amount and frequency;
- c. If a cheque is more than six months old, it is regarded as 'out of date' and we may refuse to pay it.

### **3.8 Maintaining accounts in non sterling currencies**

You may open and maintain accounts in other foreign currency like USD and EURO and we offer foreign currency accounts ("FCA") denominated in both US Dollars and Euros.

#### **3.8.1 Credits**

Deposits to these accounts may be made by depositing foreign currency by way of foreign cheques, drafts, electronic transfers, foreign cash and traveller's cheques or in any other manner acceptable to us from time to time.

#### **3.8.2 Withdrawals**

All instructions from you for withdrawals for value on any day must be received by us prior to our cut-off time for the relevant currency as advised from time to time. Instructions for withdrawals received after our cut-off time will be processed on the next business day. A schedule of our cut-off times for each currency can be obtained from us upon request. You may not draw against funds that are not available unless such prior arrangement has been agreed with us.

#### **3.8.3 Fees and Charges**

In addition to any interest and charges which are specifically referred to in these Terms and Conditions, other fees and charges applicable to FCAs may be payable.

Our standard service fees and charges for depositing or withdrawing foreign currency from your FCA ("International Transactions") will also apply. Other banks' involved in International Transactions may also require you to pay fees and charges. You will need to check with the relevant bank as to what these are.

Any fees or charges quoted to you in a different currency than that of your FCA, will be charged to your relevant FCA (or in the case of standard service fees and charges, such account as you nominate) at our prevailing exchange rate on the day of the International Transaction.

A copy of the fees and charges relating to FCAs and standard service fees and charges that we will charge you for International Transactions can be obtained from us upon request.

#### **3.8.4 Interest**

Interest, unless otherwise agreed with us, is calculated daily on the available balance of the FCA at the applicable interest rate for the currency in which your FCA is held and is applied on the last day of the quarter. Interest may not be payable on some FCAs. Details of the interest rates paid by us on FCAs can be obtained from us upon request. Any interest which accrues on FCAs shall accrue on the basis that there are 360 days in a year.

### **3.9 Foreign Currency Transactions**

Foreign exchange transactions can be complicated and expose you to risk. The risk of a particular foreign exchange transaction will depend on the nature of the transaction.

It is your responsibility to understand the nature of the transactions you enter into, the risks associated with those transactions, and to monitor the transactions. We do not accept any responsibility whatsoever, for your decision to undertake any foreign exchange transactions through us.

### **3.10 International payments**

If you ask us to make a payment to a person with an account at a bank in the EEA, other than the UK, and the payment is in euro, the payment will reach the other bank no later than three working days after we received the payment instruction.

For payments in other EEA currencies to countries within the EEA, the payment will reach the other bank no later than three working days after we received your payment instruction. The bank receiving the payment from us is required by law to pay it into its customer's account on the day it receives the payment from us.

If you ask us to make a payment to a person in another currency or with an account at a bank outside the EEA, we will give you an indication of the date on which the payment is likely to be received by that bank. This does not mean that the beneficiary will receive the payment on the same day. This will depend on the banking practice of the country concerned.

We will use our standard exchange rate for selling the relevant currency unless we tell you a different rate applies when you ask us to make the payment. If you make a sterling payment, we cannot control the exchange rate applied by the foreign bank. You can find out the current exchange rate by calling the branch you are maintaining the account.

When you ask us to make international payments, we will also tell you any charges that apply. You can also ascertain this from our published schedule of charges.

In making an international payment we are acting for you as your agent. You will have to comply with any relevant local laws and you agree to hold us harmless against all obligations and responsibilities we incur as a result of acting for you.

There may be delay in carrying out the payment instructions, while monitoring and/or fraud prevention checks takes place, in the normal course of business.

We may not be able to undertake a payment instruction unless you provide all the required information including the name of the beneficiary, their account number, the name of the Bank, their intermediary if applicable or such other

instruction as may be required. In case any details provided by you is incorrect or not sufficient resulting in not been able to process or return of the payment we will inform you as soon as possible but not later than 3 working days.

We will refund the amount of a payment (except those made by cheque) and any charges or interest you paid as a result of it, and pay you any interest we would have paid you on that amount, if you asked us to make the payment to an account at another bank and the payment was not made properly or never arrived, unless there was a mistake in any of the details contained in the payment instruction you gave us or we can show that the payment was received by the other person's bank (in this case, that bank is required by law to make the payment immediately to that person); or

Please note that refund is not possible once the payment instructions have already been conveyed by us to another Bank.

You tell us that a payment out of your account was unauthorised and, having investigated it, we are reasonably satisfied that the payment was not authorised and that you are not liable.

However, we will not refund the payment if you tell us the payment was not made properly or was unauthorised more than 13 months after it was made.

### **3.11 Withdrawal of money from the account**

Withdrawals (Debits) to the account are generally by way of written instructions, drawing of cheques issued on the account, issuing standing instructions, internet banking, debit card transactions, direct debits etc. The Bank charges and dues may also be made by way of debits to the account as notified to the account holder/s.

### **3.12 Cheque facility**

The Bank may agree to issue cheque books in case of Current accounts only. The cheque book issued to the customer remains the Bank's property and should be kept in a safe place, to prevent any unauthorised use. Loss of any cheque book or individual cheques should be immediately brought to the Bank's notice and if believed to be stolen must be reported to the police in addition to notifying the Bank. The issuance of a cheque book and the Bank's continuing authorisation to retain such chequebook is subject to satisfactory operation of the account. The Bank may at its absolute discretion choose to require the return of the cheque book.

Cheques should not be issued without having sufficient cleared balance or which exceed the limits of an agreed overdraft facility in respect of the account. Similar limitations apply to any direct debit or standing order etc instructions issued on the account. Direct debits, standing orders etc or cheques issued without sufficient balance or outside agreed overdraft limits may not be honoured and default charges may be debited to the account in accordance with the Bank's

scheduled charges. The frequent return of cheques or direct debits may result in the closure of the account. The Bank may give notice of such closure to the last known address of the account holder.

When writing a cheque sufficient care must be taken to ensure that the details are properly completed and delineated to avoid scope for subsequent alterations or forgery by a third party. Cheques are valid for a period of six months from the date of the cheque.

In case a customer wishes to stop payment of cheques already issued, this can be done by written instruction before payment of the cheque. Such communication should be sent as early as possible and the written instruction should contain the account number, cheque number, date of the cheque, name of the payee and amount of the cheque, with an instruction not to pay the cheque. In exceptional cases the Bank may accept instruction over the telephone in which case a written confirmation should also be sent with the relevant details. The Bank may require completion of its own stop notice form by way of confirmation of the customer's instruction.

### **3.13 Direct Debits/Standing Orders**

Direct debit/standing order instructions can be issued on the account by completing the necessary instruction form. The form should contain details such as account number, name of the account holder, name of the payee, amount payable and period of payments.

In case a direct debit/standing order instruction needs to be cancelled the same can be done by written instruction or in exceptional cases orally over the telephone giving all the above details. The Bank may require written confirmation of such instruction. Such cancellations can be done only on or before the date of debit to the account.

### **3.14 Cash Withdrawals**

Cash withdrawals over the Bank counter are allowed in reasonable amount in line with the requirements of UK legislation. Customer attention is respectfully drawn to their and the Bank's obligations under UK Anti Money Laundering and Drug Trafficking legislation while dealing in cash transactions. This may require the Bank to query or decline such a transaction. Customer understanding in such circumstances is greatly appreciated. For the sake of good order a limit of £2000/ in case of individuals and a limit of £5000/ in case of business accounts are usually imposed. Any withdrawals or credits in excess of this amount should be properly disclosed and explained to Bank's satisfaction. The Bank may demand documentary evidence in such cases.

Cash withdrawals by ATM are currently limited to £250 per day.

Customers can give instruction to the Bank either in writing, by fax or by telephone, unless the Bank informs that instruction can only be given in a specific way for a particular product or service. Instructions may also be given over the

internet subject to specific arrangements agreed with the Bank for the purposes of maintaining security for internet transactions. If instructions are received by telephone or e-mail the Bank may require the sender to confirm the instruction in writing. The Bank usually starts the processing of instructions as soon as the Bank receives them. Once the processing has commenced it may not be possible to change or cancel such instructions. If the Bank is able to cancel the instruction there may be a charge for this service.

### **3.15 Interest payment**

Interest on Deposit Accounts including Savings account is calculated on cleared balances. Interest rates are subject to variation and the Bank at its sole discretion may vary interest rates at any time except in the case of fixed interest rate term deposits where interest rate is fixed for the period of the deposit. Interest rates currently offered by the Bank are published by way of Notice displayed at Bank/Branch premises. Changes in interest rates may also be notified by notice that may be enclosed with account statements.

In case of deposits in Sterling Pound interest rate is based on 365 days to a year basis whereas for all other currencies including US Dollar and Euro deposits it is 360 days to a year basis. Tax may be deducted at source as applicable under prevailing UK legislation.

### **3.16 Statement and Notices**

Generally statements are issued as agreed at the time of opening of the account.

We will send you a statement of your Account(s) at least annually free of charge.

Each month, if there is a transaction on your Account(s), we will provide you with a statement free of charge. Statements can be requested on a choice of dates ranging from daily to annually which will incur additional charges as per the tariff schedule. On request we can supply interim statements. These will be charged additionally as per schedule charges from time to time.

In case the account holder does not receive any statement they should contact the Bank to enable it to verify the reasons for non-receipt. The statements are sent to the last known correspondence address provided by the account holders. The Bank will provide statements showing the amounts added to or taken out from the account since the previous statement.

On receipt of your statement, you should check it and, if there is an entry which seems to be wrong, you should tell us within 5 working days so the matter can be resolved.

The Bank will correct any entries made by mistake to an account as soon as possible after the customer informs the Bank or the Bank notices it. The Bank may include notices in customer statements detailing changes to these conditions or any specific conditions pertaining to a particular account or product.

### **3.17 Bank Charges**

In common with other banks and financial institutions, the Bank charges the customer for the provision of certain services performed in connection with the customer's account. Unless otherwise the subject of express written agreement between the Bank and the customer, the Bank will apply a standard charge for such services as is set out in the Bank's notice of standard charges and tariffs which is available from the Bank on request or will otherwise be enclosed with the customer's first account statement after the opening of the account. The Bank may vary such charges by notice to the customer that will be contained in notices enclosed with the account statement. The Bank reserves the right to make reasonable charges for any banking services rendered on the account which are not covered by the notice of standard charges and tariffs but wherever possible will endeavour to agree such charges in advance with the customer.

### **3.18 International Remittances**

To make international payments, the Bank may have to send payment through another paying bank. If this is the case, the Bank will use a paying bank of its choice. If the Bank makes international payment through another bank, the Bank may give an indication of the date on which the payment should be received by that bank. This does not necessarily mean that the person to whom the payment is being sent will receive the payment on the same day. This will depend on the banking practice of the country concerned. In making an international payment the Bank will be acting for its customer. Both the Bank and its customer will have to comply with any relevant local laws and the customer agrees to indemnify and hold the Bank harmless against all obligations and responsibilities the Bank incurs as a result of making the payment.

### **3.19 Third Parties**

The Bank will not recognise the interest or claim of any other person other than the account holder/s unless required to do so by law. If the customer becomes mentally incapable of managing his/her affairs, the Bank may allow a person appointed by court to operate the account. In the event of death of the account holder, the Bank will ask the personal representative of the deceased to provide proof of their authority and then allow them to close the account. If the account is in joint names, the account will be continued in the name/s of the survivor/s.

### **3.20 Closing the account**

You can close your account at any time by instructing us in writing. If you do tell us, you must refrain from using our prior banking services or facilities without our consent. In the case of joint accounts, all account holders will be required to notify us to close the account.

Our policy is to make an account "Dormant" if it is unused for more than one year.

If you have money in a Dormant account, it will always be your property or, if you die, it will form part of your estate. In order to re-activate a Dormant account, you will need to prove that you are the owner of the account and will have to comply with all other account opening procedures: we will tell you what is required in order to do this

The Bank reserves the right to refuse a deposit or decline to open an account or require a depositor to close the account without giving any reason for such decision, but shall only do so by giving you 60 days prior notice unless exceptional circumstances apply in which case we shall give you 3 days prior notice.

## **4. YOUR RIGHTS**

### **4.1 Protection of Customer's Monies**

The Bank is a member of the Financial Services Compensation Scheme established under the Financial Services and Market Act 2000. The scheme affords 100% protection to the first £85,000 of a depositor's total deposits with the bank. For joint Account holders the maximum limit applies to both Account holders (i.e. £85,000 per Account holder). Most depositors, including individuals and small firms are covered. Large businesses are generally excluded from the Scheme. More information can be found at the Scheme website [www.fscs.org.uk](http://www.fscs.org.uk) or by calling them on 020 7892 7300.

### **4.2 Confidentiality**

The Bank maintain complete confidentiality in respect of all dealings concerning the accounts of its customers and information obtained in connection therewith and will not disclose this to any third party unless required so to do by law. Pursuant to UK legislation concerning money laundering and drug trafficking we may be required, without reference to the customer, to report to the relevant authority certain transactions on an account which come within the criteria of potentially suspicious transactions which may require investigation, even though the transaction may be wholly lawful and proper. In fulfilling its obligations under UK legislation, the Bank in making such report casts no aspersions on the integrity of its customer and customer understanding in this respect is appreciated.

The Bank holds all data on its customers in accordance with the provisions of the UK Data Protection Act. The Bank may transmit such data to its parent, back office in India or subsidiary companies to assist in verifying your identity, for business analysis and to prevent or detect fraud and money laundering. The Bank will only disclose your information to a third party with whom non-disclosure undertaking would have been agreed for security, operations and marketing purposes, but will not release such data to any third party without the express approval of its customer unless required so to do by law.

The Bank operates CCTV throughout its branches. Bank may record telephone conversations for security and training purposes.

#### **4.3 Ending the Agreement**

The Agreement may be ended by you at any time by writing to us, but the Agreement will only end when:

- a) all cheques issued have been presented and paid and all other amounts owed on the Account (s) have been paid; and
- b) all unused cheques have been returned to us.
- c) All the debit cards issued if any are returned to us

In the case of joint accounts, mandate of all account holders will be required to close the account.

If one of the joint account holders dies, the survivor(s) may with draw the balance.

When we close the joint account, we will seek the instruction of all account holders before paying out the proceeds.

Additionally, we may immediately close an Account in exceptional circumstances, such as:

- a) the Account is, in our opinion, being operated improperly or in breach of any terms of the Agreement; or
- b) if any dispute arises in relation to the Account or funds in it, whether between the Account holders (if more than one) or involving any other party or otherwise; or
- c) in cases of suspected fraud.

We will immediately notify you of any such closure.

#### **4.4 Access to your details**

There is a need for us to protect your confidentiality. Bank will check that anyone asking for information has the right to receive it. If you wish to make a request to see your information to check specific details on your account(s), bank may request you to prove your identity or provide a written authority before providing available information.

Under Data Protection Act 2002, you have the right to see and receive a copy of any personal information we may hold on you by writing to:

The Data Protection Officer  
Punjab National Bank (International) Limited

87 Gresham Street  
London EC2V 7NQ

We charge a fee of £10.00 for this service which must be received before we release the information.

#### **4.5 Variations of these Conditions**

The Bank reserves the right to remove, add to or change these conditions by giving at least 60 days notice in writing. The customer is free to close the account at any time without penalty subject to any special conditions applicable to the respective account.

#### **5 REGULATION**

'Applicable Law' means any law, rule, regulation, order, ruling, judicial interpretation or directive applicable to us or our agents, and any of their activities provided under these conditions whether in England and Wales or elsewhere from time to time, including, but not limited to;

a) any requirement, code, guideline, policy recommendation or request whether or not mandatory made by any regulation, and

b) the rules, customs and practices of any exchange, market, clearing house registration system or depository.

Each transaction with us shall be subject to Applicable Law, banking practice and our internal regulations, compliance and control procedures. You have authorised us to do anything on your behalf which we may consider necessary to ensure due compliance with them.

Even if you may have given us instructions to the contrary, we shall not be liable to you for any costs or damage which may be caused by us acting in accordance with Applicable Law, banking practice or our internal regulations, compliance and control procedures or with the terms of our agreement with other banks or financial institutions regarding the transaction of business with those banks or institutions.

#### **6 EXCLUSIONS**

Except where caused by the Bank's negligence, the Bank shall not be liable for:

- failure or availability of service; or
- loss, theft, interception, delay or misdirection of any item after its dispatch to or from the Bank or offices; or
- use of any detail of your verbal identification by a person other than the account holder; or
- failure to carry out instructions at any right time or at all; or
- mis-statement or omission in any information or acknowledgement, or omission in any bill payment or inter account transfer; or

- breach of confidentiality arising directly or indirectly from use of your password by anyone other than you; whether in connection with a qualifying account or any other account.

## **7 EU SAVINGS TAX DIRECTIVE**

If you are resident in the European Union, a retention tax will be deducted from any interest earned unless you can confirm that you are exempt from the measures of the EU Savings Tax directive. Alternatively you may authorise us to exchange information with the tax authorities.

## **8 GOVERNING LAW AND JURISDICTION**

The conditions are governed by English Law and any dispute between the Bank and customer is subject to the exclusive jurisdiction of the Courts of England and Wales save that the Bank is entitled to proceed against the customer in another jurisdiction if it deems it necessary in order to protect its interests.

The customer's attention is drawn in these conditions above to specific legislation enacted under English Law that is likely to affect the Bank's dealing with the account and the customer's affairs. The customer is asked to note that there may be other provisions of English law not so identified that may impact on these conditions.

## **9 USEFUL INFORMATION**

Our Sort Code: 60 95 00  
Our SWIFT Address: PUNBGB22  
Web Address: [www.pnbinternational.co.uk](http://www.pnbinternational.co.uk)  
Email Address: [help@pnbint.com](mailto:help@pnbint.com)  
Useful contacts: Corporate Office and London Main branch  
GuildHall House, 87 Gresham Street, London  
EC2V 7NQ  
Tele No. 020 7796 9600  
Fax No. 020 7796 1015  
  
Southall Office  
90 South Road, Southall, Middlesex UB1 1RD  
Tele No. 020 8574 5500  
Fax No. 020 8574 9400  
  
Leicester Office  
160 Belgrave Road, Leicester LE4 5AU  
Tele No. 011 6266 1965  
Fax No. 011 6266 1954  
  
Birmingham Office  
290 Soho Road, Birmingham B21 9LZ  
Telephone No. 012 1554 9082  
Fax No. 012 1554 9083

Cut off time for different currencies

GBP 2 pm

Euro 12 noon

USD 2 PM

Other currencies- please ask us

### **Complaint**

We have an internal complaints procedure which will ensure that your complaints are dealt quickly. For further information about our complaint procedure, please

- o talk to an officer at one of our branches
- o telephone 0207 796 9600 and talk to one of our officers or
- o visit [www.pnbinternational.co.uk](http://www.pnbinternational.co.uk) and select the option "Contact us"

You may refer the matter to the Financial Ombudsman Service if you feel that your concerns are not satisfactorily addressed by us. Complaining to Ombudsman would not affect your legal rights. The contact details are as under:

- o Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR
- o Telephone number is 0845 080 1800
- o Email address is [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)
- o Website address is [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

This terms and conditions take effect from dd mmm yyyy

If you have any questions please call us on 0207 796 9600\* and we will be happy to help.

Lines are open Monday to Friday from 9am to 6pm. The calls may be recorded and monitored for security and training purposes

### **Cancellation**

In case you are not satisfied with any of the above terms and conditions or simply you have changed your mind you can cancel your account without any charges within 14 days from the date of receipt of this document.

## **10 ACCOUNT FEATURES**

### **10.1 Current Account**

With this operative account, the customer has the benefit of cheque book, and debit card facilities. The customer can withdraw the available balance in the account as and when needed. The customer can also issue instruction to transfer funds to another account or account of another person at another bank. Charges will apply for transfers made to accounts held at other banks. Cash through ATM Cards can be withdrawn from any ATMs having Maestro Electron Symbol. Debit Cards can be used to buy goods and services from many outlets wherever Maestro Electron Symbol is displayed. No interest is paid for any balances held

in current account/s.

### **10.1.1 Other Facilities available**

- Cheque Book and debit cards are available in case of GBP Accounts
  - Direct Debits/Standing Orders can be issued on the GBP Accounts.
- Overdraft facilities are allowed subject to terms and conditions and only with prior approval. Overdraft facilities are also subject to arrangement fees and other charges set out in the Schedule of Charges. The Bank will collect interest on approved overdrafts at 6% over the Base rate in case of GBP and EURO and at Prime plus 3% in case of US Dollar. Any unapproved overdrafts will attract interest at 6% surcharge over the above rates. For example it will be 12% over Base rate in case of GBP and Euro and 9% over Prime for USD. Service charges will be collected at the rates specified in the Schedule of Charges. Current accounts where there are no operations by the customer for the last one year will be transferred to dormant accounts. No further transactions may be allowed under a dormant account unless the account is re-activated by making a specific request in writing. Such accounts are subject to charges set out in the Schedule of Charges. Periodical statements of account are produced at least once a month. Customer has the option to request such statement on a weekly or 14 days basis, if there is a high level of transactions over the account. The Bank may remove, add or change any of these conditions by giving 60 days notice in writing to the customer. In case the amendments are not acceptable, customer has the option to close the account immediately without penalty, subject to any special conditions applicable to the particular account.

### **10.2 Savings Bank Account**

- Who can open the account – Those who have a Current account can open the account.
- Currencies- Account can be opened in the same currencies applicable to the Current Account. Minimum balance required – Minimum balance required will be 1000 units of respective currency.

#### **10.2.1 Other Facilities available**

- Interest will be paid on the daily balance and credited to the respective Savings Bank account as on the last working day of each month.
- There is no facility for sweeping back funds into the Current Account, unless requested for by the account holder.
- Savings Bank accounts where there are no operations by the customer for last one year will be transferred to dormant accounts. Such accounts are subject to charges specified in the Schedule of Charges.
- Periodical statement of accounts is produced at least once a quarter. Customer will have an option to request for such statement once in a month.
- The Bank may remove, add or change any of these conditions by giving 60 days notice in writing to the customer. Customer will have an option to close the account immediately without penalty, subject to any special conditions

applicable the particular account.

### **10.3 Term Deposit**

Term deposits are accepted for a fixed period ranging from one month to five years. This product enables the customer to earn higher interest rate and to be repaid the funds on a specific day after a defined period.

- Who can open the account – Both Individuals and Non Individuals can open the account
- Currencies- Account can be opened in STG Pound (GBP)– US Dollars – EURO as at present.
- Minimum balance required – Minimum balance required will be GBP 1000, USD1000, EURO 1000.
- Interest payable – Interest rates are subject to day to day fluctuations in the money market rates. Interest rates are always quoted gross.
- Firm rates can be obtained from the Bank at the time of placement of deposit. Interest rates once agreed remain unchanged during the period of the deposit irrespective of any movement in market interest rates
- Rates are subject to change from time to time.

#### **10.3.1 Other Terms and conditions**

- Tax on interest may be deducted at source in case of UK residents.
- Interest is always paid at simple interest rate and always paid at the time of maturity of the deposit.
- The depositor should have an operative account i.e either a current account or savings account to enable them to open term deposit. The credit to the account as well as withdrawal from the account will be routed through this operative account and no direct remittances are allowed from this account.
- Generally premature withdrawal is not allowed. In exceptional circumstances if allowed it is subject to penalty which will be calculated at the time of withdrawal and will be informed to the customer before closure.
- Computer generated deposit advice will be issued and no other deposit receipt will be issued.
- Deposits will be automatically renewed for the existing period of the deposit on the date of maturity unless the customer informs otherwise on or before maturity date. In such cases the renewed deposit will earn interest at the rate applicable for the period of the deposit on the date of renewal. These rates can be verified either on our web-site or at the notice board of the Bank from time to time.
- The Bank may allow credit facilities against the security of the deposit on the terms and conditions mutually agreed. In such cases Bank will reserve the right to offset the deposit to the loan account on maturity of the deposit or before maturity. In case the Bank wishes to offset the deposit before maturity Bank will do so by giving prior notice to the customer.
- The Bank may remove, add or change any of these conditions by giving 60 days notice in writing to the customer. In case the subject amendment/s ARE not acceptable, the Customer has the option to close the account

immediately without penalty, subject to any special conditions applicable to the particular account.

#### **10.4 Internet Banking**

Internet Banking Service will be available to those customers, who opt for it at the time of account opening or subsequently. The customers will be required to fill in the required forms prescribed by the bank. Customer will also be prompted to accept terms and conditions at the time of first login and will have to abide by them during the currency of the account with the bank.

All internet banking customers will be provided with a login id which will be communicated through post. We will also provide two passwords that will allow them to access their accounts online in a secure manner. The login password will allow the customer to view account information whereas the transaction password will be required for making any transactions or registering service requests.

All accounts of a customer opened with the bank in the same capacity will be accessible through internet banking.

The customer can currently avail the following services of online banking:

- **Account information**
  - Quick View of Account
  - Account Statement
- **Money transfers**
  - to other PNBIL Accounts
    - Self Linked Accounts
    - Third Party Accounts
  - to Other UK Bank Accounts
    - Same Day CHAPS
    - Three Day BACS
  - Issue of Sterling Draft
  - Indian Rupee Transfers
    - PNB India Accounts
    - Other Indian Banks Accounts
    - Issue of Rupee Draft
  - Other Currency Transfers – SWIFT
  - Query on Money Transfer requests
- **Service Requests**
  - Issue of Cheque Book
  - Issue of Pay-in Book
  - Opening of Fixed Deposit
  - Closure of Fixed Deposit
  - Stop Payment of a cheque
  - Query on Service Requests
- **Changing Profile**
  - Change of password

Exchange rates of inter-currency transfer are available on corporate website.

### **10.5 Debit Card:**

This service is available to only current account holders who are individuals or Sol-Proprietors.

Providing Debit Card is at the discretion of the Bank and will be provided to only those customers, who have opted for it at the time of account opening or subsequently.

The transactions within UK do not attract any transaction charge. However, if transactions are done outside UK, the service provider's charge is levied on the customer's account. Where the transactions are done in a currency other than GBP, the exchange rate will be applied as per the rate made applicable by the service provider for such transaction.

Each joint account holder can be issued Debit Card.

The Debit Card is a UK domestic Maestro Card and only Cash withdrawal and PIN Services are available at ATMs. In addition the card holder can use it for making purchases at the POS terminals or online payments.

The account holders should keep the pass words confidential and are advised not to reveal the password to any one and periodically change the password. Account holders can change the password at the ATM machines, with Maestro Card logo. Under no circumstances Bank or any of its officials will request the account holders to reveal the password.

In case of loss of debit card or password the account holder should immediately report to the Bank on the contact details provided from time to time or as may be verified from the website of the Bank. Whenever a transaction under debit card is disputed and where charge back is not available from the service provider, the account holder will be required to file a police complaint, before claiming the amount from the Bank. Under such circumstances, on receipt of the confirmation of police complaint Bank may refund the amount subject to the satisfaction of the Bank.

## **Names of Branches**

**London:** 87 Gresham St, London EC2V 7NQ  
Tel: 020 7796 9600 FAX: 020 7796 1015

**Southall:** 90 South Road, Southall UB1 1RD  
Tel: 020 8574 5500 FAX: 020 8574 9400

**Leicester:** 160 Belg rave Road, Leicester LE4 5AU  
Tel: 01162661965 FAX: 01162661954

**Birmingham:** 290 Soho Road, Birmingham B21 9LZ  
Tel : 0121 5549051 FAX: 012105549083

### **India Centre:**

3 Siddhartha Enclave, Opp. Maharani Bagh  
New Delhi 110065  
Tel: +91 11 26347088, 26347089, FAX +91 11 26347090

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**31 Oct2009**