

Account Rules (General)

1. Opening an Account:

HSBC Bangladesh (the "Bank") at its sole direction may provide or continue any service and open and maintain any type or nature of account with distinct number given by the Bank, whether held singly or jointly, in any currency, on the application of a person, company, partnership, society, unincorporated association or other enterprise, in the form(s) and on terms & conditions as may be prescribed by the Bank from time to time. Nothing contained in these Account Rules makes it obligatory for the Bank to offer any or all of the accounts or services to all customers and it shall be the sole discretion of the Bank whether or not to offer, maintain or provide any account or service to a particular applicant, customer or group of customers at any time. The Bank also reserves the right to withdraw, partly, or wholly, any service or close any account at any time, with or without notice to any customer(s), for any reason what soever and without disclosing the same. Customers must provide legitimate documents and information to the Bank during opening accounts and keep it up-to-date with the Bank after opening the accounts.

2. Nomination

Customers who maintain accounts with the Bank in their individual capacity must nominate, and in the case of joint accounts all jointly must nominate, one person to whom in the event of the death of the sole account holder, or the death of all joint account holders, the balance of the account may be paid, in a form, contents and on terms and conditions as required and/or acceptable to the Bank from time to time. In the event of any dispute, including but not limited to the unavailability or other issue in connection with a nomination for or payment from any account with the Bank in the event of the demise of the account holder(s), the Bank may make payment on an appropriate judicial order or succession certificate issued by the court or upon other terms and conditions as the Bank as require and / or acceptable to the Bank.

3. Delegation:

The Bank may permit a customer to authorise or delegate authority to operate, instruct or otherwise deal or transact with an account maintained with the Bank or availed or services from the Bank, on behalf of and in the name of the customer to a person or person(s) by a power of attorney, delegation of authority or other instrument, in a form, contents and on terms and conditions as required and /or acceptable to the Bank from time to time. The Bank is authorised and may rely on any instruction which purports to have been completed in accordance with the relevant signing authority, even if it appears to benefit a signatory to the instruction. A signing authority and any changes thereto shall not continue to be in force on the revocation thereof, or the death, dissolution, bankruptcy, incapacity, liquidation or winding up of a customer. A signing authority and any changes thereto shall not determine the succession, inheritance or right to the balances of the account.

4. Minor's Account:

An account may be opened by the Bank at its sole discretion in the name of a minor on the application of his/her natural guardian or by a guardian appointed by a court of competent jurisdiction, on terms and conditions required by the Bank from time to time. Upon the minor attaining majority, the right of the guardian to operate the account shall cease and any balance in the account will be held for benefit of and paid to the hitherto minor only.

5. Closure of Account:

The Bank reserves the right at any time in its sole discretion without assigning any reason to discontinue relations with any customer with immediate effect, including but not limited to closing accounts, discontinuing all or part of banking and other services and facilities with a customer. A customer may at any time unilaterally close its or discontinue other services and facilities with the Bank by written notice of closure. Upon closure of discontinuance, the Bank shall thereafter be released from any further obligations, and shall have the right to refuse payment of any cheque drawn by the customer and subsequently presented. The customer shall be held responsible for any and shall keep the Bank indemnified for all consequences resulting or arising from closure of an account. Upon closure of an account, the customer shall forthwith return for cancellation or destroy all deposit advices, unused cheques, ATM cards and all other items or documents which have been provided by the Bank in respect of or by reason of the customer maintaining the account, services or facilities. In the event of death of a customer, generally it revokes automatically, any mandate for its operation. The Bank shall close the account of its customer and shall not pay against any cheques, bills or any financial products if the customer is adjudicated by the court as

bankrupt or in case of a corporate customer, its business has been wound up. The Bank shall transfer the credit balance if any to his/her assignee, receiver, liquidator or as directed by any court of law(as the case may be).

6. Cheque Books:

- An application for a chequebook on a Savings/Current Account must be made on the Bank's requisition slip, duly signed by the account holder/s.
- The Bank reserves to itself the right to refuse issue of chequebooks on accounts which are not maintained satisfactorily and also when an excessive number of cheques from the previous chequebook remain unused.
- The attention of customers is particularly drawn to the conditions subject to which cheque books are currently issued as printed on the inside of the front cover of the cheque book.
- Cheque serial numbers, account number and name of account holder printed thereon as well as number of cheque leaves should be verified before use. Cheque books should be kept preferably under lock & key and customer must immediately report to Bank of any loss of signed/blank cheque/s to stop payment. A charge as per Bank's tariff will be recovered for recording stop payments.
- All alterations on a cheque should be authenticated by the drawer's full signature; otherwise payments of the cheques may be refused. The cheque will be returned unpaid if the drawer's signature differs from that on Bank's record. Any cheque drawn by the drawer shall be presented within reasonable time before the drawee bank and the related provisions of the Negotiable Instruments Act, 1881 in respect of cheque payments must be complied with.
- Cheques should be written clearly and account holders should exercise care when drawing cheques and should not draw cheques by any means which may enable a cheque to be altered in a manner which is not readily detectable.
- Bank will not accept 'Stale' or 'Post-dated' cheques for payments.
- When new chequebooks are delivered to the customer by post it will be according to the address record kept by the Bank. The Bank assumes no responsibility for any delay or loss caused by any mode of forwarding.

7. ATM Card/ Phonebanking/HSBC-net/Credit Card:

Eligible customers may apply for ATM Card/ Phonebanking/ HSBC-net/ Credit Card, etc. according to Bank's prescribed procedure and they should collect a copy of the respective 'user manual/guideline' from their branches. The Bank assumes no responsibility for misappropriate usages of customers ATM Card/Phonebanking/HSBC-net/Credit Card, etc.

8. Withdrawals:

The customer shall ensure that there are sufficient funds (or pre-arranged credit facilities) in the customer's account to honour cheques presented on or debits made to the account or for carrying out the instructions relating to the account, and the Bank shall not be liable for any consequences for failure therefore. Cash withdrawals should be made on the printed cheque forms or through ATM card supplied by the Bank. The account should not be overdrawn nor should cheques be drawn against funds in course of realization unless, special arrangements have been made with the Bank. The Bank will not honour any cheques drawn by the account holders if in doing so the account would become overdrawn and in this circumstance the Bank reserves the right to debit the account with the charge for each returned cheque as per Bank's prevailing tariff. Besides, as per tariff there are some restrictions and charges for excessive cash withdrawals and inter-branch transactions over the counter.

All deposits or transfers to a customer's account effected by cheque or other instrument or means which are subject to clearance or confirmation are conditional upon final payments in cleared funds being received by the Bank, and the customer may not withdraw the amount proposed to be credited until final payment has been received by the Bank. If such final payment is not received by the bank, for any reason whatsoever, any conditional credit made to the customer's account pending final payment may be reversed, and the customer obliged to pay to the Bank immediately the amount of any drawings made against any conditional credit and shall indemnify the Bank in respect of cost, loss and liabilities incurred by the Bank as a result thereof. The Bank is not liable, and the customer shall keep the Bank indemnified thereof, for any delay, cost, loss or liability resulting from any countermand, loss, dishonour defect or irregularity in any instrument lodged with the Bank for honour, presentment, protest or collection.

In general, a seven days prior notice is required to withdraw fund from 'Short Term Deposit' account. Pre-mature withdrawals of Time Deposit, Deposit Savings schemes or any Bonds are subject to the Bank's and Government's respective regulations. Customers should be familiar with these regulations during they avail any of such products or services from the Bank. Bank will be not liable for any loss for such pre-mature withdrawals.

9. Interests:

Deposits in the Current account do not attract any interest. For overdrawn accounts, interest is charged at prevailing interest rates on daily outstanding. The rates of interest on Savings, Time Deposits, STD accounts are displayed at Bank's counters. Interest is calculated on the daily available balance in the relevant account, as mentioned in the current tariff. The Time Deposit will be automatically renewed on the due date for an identical period at the prevailing rate of interest ruling on the date of maturity unless the Bank receives written instructions from the depositor to the contrary. The rate of interests payable is subject to the directives that may be issued by the regulators from time to time and prevailing tax legislation or any directions by any court of law.

10. Customer Information:

i. Customers should keep their personal data confidential and dispose of unwanted documents securely; and must not give their cheque books, ATM cards, PIN, A/C Statement, etc. to unauthorized person and keep them safely, if necessarily under lock & key.

ii. The Bank will never ask customer for his/her Password or PIN. If any customer receives such a request, he/she should NOT disclose his/ her Password and should contact the Bank immediately.

iii. The Bank as a member of the HSBC Group is required to act in accordance with the laws, regulations and requests of public and regulatory authorities operating in various jurisdictions which relate to, amongst other things, the prevention of money laundering, terrorist financing and the provision of financial and other services to any person or entities which may be subject to sanctions. The Bank may take, and may instruct (or be instructed by) any other member of HSBC Group to take into action which it or such other member, in its sole and absolute discretion considers appropriate to take in accordance with all such laws, regulations and requests.

iv. The customer irrevocably agrees that the Bank may at its discretion for any purpose, including but not limited to, in connection with its banking operations, administration and business, for data information, transaction, document and records collection, processing and storage, inside and outside its country of operation, fraud detection or prevention, suspicious activities, audit, inspection, provision of services by any third party, debt collection, or if required by any applicable judicial order or statutory provision, or governmental, statutory or regulatory authority with jurisdiction over the Bank or the member of HSBC Group, share any information, details, data or document relating to the customer or customer's account or transactions, with any member or associate member of the HSBC Group of companies.

v. The customer irrevocably agrees that the Bank may transfer or sub-contract the provision of any part of the services provided to the customer to any third party including to another member of the HSBC Group whether or not that third party operates in another jurisdiction or territory. The Bank shall remain liable to the customer for any recoverable loss or damage incurred or suffered by the customer as a result of the negligence, breach or default of any such third party, and will require that any such third party maintain the confidentiality of any such information to the same extent as the Bank.

vi. The Bank shall and third parties with permitted access to customer information shall observe customary bank-customer confidentiality duties. Notwithstanding the foregoing, the Bank may from time to time disclose information and documents relating to a customer and accounts to any governmental or regulatory authority with jurisdiction over the Bank or member of HSBC Group pursuant to any judicial order or laws and regulations prevailing from time to time.

vii. The Bank and HSBC Group may abide by restrictions and sanctions imposed by the United Nations and governments, and the Bank may at its sole discretion refuse to open, maintain, transact, deal or otherwise become a party to any account, activities or transactions that may directly or indirectly violate such restrictions and sanctions.

viii. The Bank may make such enquires from time to time, in addition to those as may be required by law or regulations applicable to the Bank, the customer, the account or the service, as the Bank may consider appropriate in connection with the customer and account with the Bank. The customer agrees to provide the Bank with all such information, particulars and documents as the Bank may require from time to time to satisfy itself in connection with the customer's status, background and dealings with the Bank. The customer warrants that all particulars, information and documents which the customer has given or may give to the Bank from time to time shall be accurate, complete, correct and true and that the customer will notify the Bank of any changes thereto from time to time forthwith and in writing.

11. General:

i. Each account will be allocated a distinct number which should be quoted by customers in when writing to the Bank with their authorized signatures for any banking transactions or services.

ii. Customer transactions will be entertained according to the relevant regulations and Bank's standard procedures and during the normal banking hours that may be in force from time to time.

iii. The Bank will not execute any customer instruction over phone, fax, and e-mail (unless standard indemnity arrangements are already in place).

iv. Holder of Non-Resident accounts should advise the Bank immediately upon return to Bangladesh if they intend to take permanent residence in Bangladesh. Besides all FCY related transactions will be governed by local foreign exchange regulations.

v. Current / Savings account which have not been operated in the Bank for a period of one year will be transferred from Active status to Dormant status. Current / Savings accounts being in Dormant status for nine years will be transferred to Unclaimed account status. To activate the Dormant / Unclaimed account, customer must contact his / her respective branch. The bank will act in accordance with the provisions of Section-35 of the Bank Company Act 1991 for the unclaimed deposits.

vi. For joint account, all statements are addressed to the first-named party. The Bank assumes no responsibility in this regard. In case of a dispute or disagreement between joint accountholders, the Bank shall be entitled, in its sole discretion, to suspend operations in any or all of the joint accounts until instructions are provided by all joint accountholders in writing to the satisfaction of the Bank.

vii. Statements of accounts are issued monthly/quarterly in case of Current/ Savings accounts respectively. If statements are requested in frequencies higher than the above or duplicate statements are required-charges will be levied as per current tariff.

viii. The customer agrees and undertakes to promptly examine each Statement of Account and check all entries and transaction therein and notify the bank in writing or any discrepancy, omission, incorrectness, or disagreement whatsoever arising from whatever cause, including fraud and forgery with regard to the transactions detailed in the Statement of Account within 15 (fifteen) days of receiving the Statement of Account. In the absence of any such notice in writing from the account holder, it shall be deemed that the customer has accepted all entries in the Statement of Account and waived any right to raise objection against the Bank relating thereto.

ix. Accounts upon which an attachment order or other legal notice prohibiting operation of the account has been received will be ruled off and no further operations will be allowed till such time as the prohibiting order is removed.

x. The Bank may without notice combine or consolidate account/s with any liabilities to the Bank and set-off or transfer any sum/s standing to the credit of such accounts or any other sum/s owing to the customer from the Bank in or towards satisfaction of the customer's liabilities to the Bank on any other respect whether such liabilities be actual or contingent, primary or collateral and several or joint.

xi. The customer confirms that the customer is the legal owner of all amounts deposited and instruments given for collection from time to time in the customer's account with the Bank and in the event the legal owner or owners is/are any other, the customer undertakes to keep the Bank informed of its forthwith.

xii. All fees, charges, out-of-pocket expense, legal or professionals fees, in respect or any account and service shall be at such rates and amounts as the Bank may from time to time prescribe or determine, and debited without proof notice or consent to any account of the customer.

xiii. Any notice, demand, intimation or other communication by the Bank to a customer may be sent, in the discretion of the Bank, either by post, courier, telex, or personal delivery at the last known address of the customer as recorded with the Bank, and shall be deemed to have been delivered and received.

xiv. The Bank shall meet its obligations exclusively at the branch office where the account is maintained by a customer. The customer shall not have any recourse against the head office or any branch of the Bank outside Bangladesh in respect of any payment or performance of any obligation with regard to the accounts of the customer or services offered or provided to the customer from time to time by the Bank.

xv. The Bank reserves the right to amend the terms and conditions, current tariff without any notice. Customers are expected to keep them updated with the current tariff including Government charges like-Tax, VAT, Excise duty, Stamp charges, etc.

xvi. These terms and conditions under the title 'Account Rules' shall be governed by and construed in accordance with the laws of the land where the branch of the Bank to which, these terms and conditions are addressed and the customer hereby irrevocably submits to the non-exclusive jurisdiction of the courts of the law of the land. Such submission shall, however, not prejudice the rights of the Bank to bring proceedings against the customer in any jurisdiction.

For further information please contact HSBC Call Centre:
880-2-9660547, 01199884722, 01199885626.