# RULES AND CONDITIONS FOR THE CONDUCT OF CALL DEPOSIT ACCOUNTS

(1) Call deposits are accepted for a minimum period of seven days. There is no obligation on the part of Seylan Bank PLC (the "Bank") to pay any interest to Depositor (s) if the deposit or any part thereof is withdrawn prior to seven days of the placement.

(2) The call deposit receipt issued by the Bank to the depositor (s) is not transferable and the deposit will not be released by the Bank until the deposit receipt is duly discharged and surrendered to the Bank.

(3) The expiry of the term or period of the deposit whether original or subsequent and the surrender to the Bank of the deposit receipt duly discharged are to be conditions precedent to the release of any money placed in call deposits. Call deposit holders should give 7 days notice in addition to the surrender of the receipt duly discharged.

(4) No payment will be made on a deposit even at maturity if the depositor (s) has / have lost or is unable to submit the Deposit receipt to the Bank.

(5) The rate of any interest payable on deposit mandate to call deposit account may be displayed by the Bank at its various branches in Sri Lanka and on the Bank's website and is subject to change with notice and that notifications will be provided through displays at the branches and will be reflected on the website .

(6) Interest on call deposits will be subject to change and calculated at rates decided by the Bank from time to time. Interest on the deposit will be subject to the government taxes prevailing at the time of payment of interest.

(7) The bank will impose a penalty on interest or may decide to hold payment of interest in the event of a premature up liftment and reserves the right to decide on the interest rate to be applied based on the period over which the deposit has been kept.

(8) Where the call deposit is in joint names in the event of the death of any of the depositors, the survivor (s) of such depositors will be entitled to all the rights and powers which the depositor (s) so dying had at the time of such deceased person in respect of the Call Deposit

(9) If and when monies due or become due and owing by depositor (s) to the Bank whether in local currency or any foreign currency may now or hereafter from time to time at any time whether actually or contingently, primarily or collaterally, jointly or severally, as principal or surety by the depositor (s) or any or either of the depositor (s) the Bank shall be entitled without making any previous demand of the same from the depositor (s) or any or either of the depositor (s) and notwithstanding anything to the contrary in any Law or contract now in force or hereafter to come into effect or existence at any time and without previous notice to the depositor (s) or any or either of the depositor (s) to set off, realize, utilize, apply and appropriate the monies or currencies lying or placed in the said call deposit and any renewal thereof and the accrued interest on such monies in deposit against and in pro tanto satisfaction of all monies whether in Sri Lanka currency or in any foreign currency which may be or become due or owing to the Bank as aforesaid, and the authority given to the Bank on that behalf being for valuable consideration now given or hereafter to be given by the Bank to the depositor (s) shall be irrevocable.

(10) The laws and regulations of the Government of Sri Lanka and the usual customs and procedures common to the banks in Sri Lanka will apply to and govern the conduct of deposit accounts opened by the Bank.

(11) The Bank reserves the right to amend these rules at any time and in any manner which the Bank deems necessary with notice and that notifications will be provided through displays at the branches and will be reflected on the website.

(12) I am aware that the Bank is governed by the Prevention of Money Laundering Act No. 05 of 2006 and Financial Transaction reporting Act No. 06 of 2006 and that the Bank is obliged to report and submit information on any suspicious activities and transactions above the threshold as directed by the Regulatory\Law enforcement authority.

(13) The Bank shall maintain strict confidentiality of all information relating to the depositor, including but not limited to depositor's accounts, transactions, and dealings with the Bank, in accordance with applicable laws and regulations. Such information shall not be disclosed by the Bank except where such disclosure is:
(a) required by an order of a court of competent jurisdiction or under any applicable written law;
(b) made with the express or implied consent of the depositor; or
(c) necessary in the ordinary course of the Bank's business or in accordance with established banking practice.

(14) Save as otherwise provided in these terms and conditions, any demand, notice, or communication made or sent by the Bank under these terms and conditions, or pursuant to any application for banking facilities, shall be in writing. Such communication shall be deemed to have been duly delivered to, served on, and received by me if:

(a) **Sent by Post**: Dispatched to the address provided by me in the account opening mandate/application (or such other address as I shall notify the account-maintaining and/or facility-maintaining branch in writing from time to time), in which case it shall be deemed served on the date of posting; and/or

(b) **Sent Electronically**: Transmitted to my designated email address, contact numbers, and/or WhatsApp number as specified in the account opening mandate/application, in which case it shall be deemed delivered immediately upon transmission.

I undertake to maintain the designated email address in a valid, active, and accessible status at all times. I unconditionally, irrevocably, and absolutely undertake to notify the account-maintaining and/or facility-maintaining branch in writing immediately of any change, modification, or discontinuation of my address, designated email address, contact numbers, or WhatsApp number. Until such written notification is received and formally acknowledged by the account-maintaining and/or facility-maintaining branch, any demand or communication sent to the existing details on record shall be deemed valid and binding."

(15) Any concerns, feedback and complaints regarding the account/s operations shall be referred to;

The Senior Manager
Customer Experience Management Unit
Seylan Bank PLC
Level 04, Seylan Towers
No 90, Galle Road
Colombo 03

Tele: 0112456981, 0112456982 or 24x7 hotline 0112008888
Email: customer.experience@seylan.lk

Alternate dispute resolution:
The Financial Ombudsman, No 143A, Vajira Road, Colombo 04;
Tele: 0112595624, Fax 0112595625
Email; fosril@sltnet.lk, Website: www.financialombudsman.lk

**Financial Consumer's Rights (in General)**

a) To be treated equitably and fairly by Bank, especially financial consumers who are elderly, disabled or with low financial literacy, to receive special attention and fair access to financial services;
b) To make a compliant and receive a satisfactory response within a reasonable time period;
c) Maintain privacy and confidentiality of their financial information;
d) Have appropriate access to financial products and services;
e) To receive complete, clear, concise, accurate and not misleading information about any product, service or/and transaction at any stage in a preferred language (English/ Sinhala or Tamil)

**Financial Consumer Responsibilities (in General)**

a) Financial consumers should not enter into a contract without having the full knowledge and understanding of the product/service offered;
b) Comply with the obligations, terms and conditions stipulated in the contract;
c) Comply with the Banking Regulations;
d) Submit duly completed application forms and supporting documents without delay;
e) Not borrow beyond the affordable repayment capacity;
f) Provide up-to-date, complete and accurate information where required and notify any changes without delay;
g) Notify the Bank of challenges that may constrain their ability to meet contractual obligations without a delay;
h) Exercise due care in all transactions with the Bank;
i) Maintain credit worthiness in terms of credit reports and repayment capabilities;
j) Alert the Bank of any loss of important information and documents without delay;
k) Keep personal financial information and documents safe and secure;
l) Submit a complaint if necessary to the relevant party on time;
m) Not allow the repayments or instalments to go into arrears, and prompt repayments will create healthy relationships with the Bank;
n) Pay a certain amount of money over the loan amount as agreed at the time of accepting the offer, should you intend to settle credit facility earlier than the due date;
o) Notify the Bank promptly of any fraudulent transaction/s or such attempts in their dealings with the Bank Whenever they become aware of such instances;
p) Exercise the utmost care in using, storing and handling personal identification Numbers(PIN), passwords and other security measures of other electronic means of transacting with the Bank; and
q) Not treat any operational lapse of the Bank on its obligations other that dispute on the amount payable to the Bank as a reason for his non settlement or delay in settlement of debt unless otherwise allowed by a Court of Law.