

# TERMS AND CONDITION FOR ACCOUNT OPENNING

## GENERAL RULES FOR ACCOUNT OPENING

This Document states the General Rules and Regulations for the conduct of the Account, which the depositor has opened with The Bank of Punjab. The expression "the Depositor(s)" refers to the person(s) including corporate bodies, firms, sole proprietorship concerns who has/have opened the account(s). The expression "The Bank" refers to The Bank of Punjab. These Rules and Regulations/terms and conditions may apply in whole or partially as applicable on various types of account.

1. The Accounts shall be opened upon submission of duly filled-in Bank's prescribed account opening form properly in the manner provided and on submitting all such documents as may be requested by the Bank. The Bank reserves the right to demand such relevant documents even after opening of account as deemed necessary.
2. The Bank has the right to refuse to open account if the prospective client fails to meet the requirements as laid out in Bank's Policies in the Prudential Regulations and other instructions issued by the State Bank of Pakistan from time to time.
3. The Accounts shall be opened with an initial/minimum deposit as stipulated by the Bank from time to time unless specifically relaxed/exempted by SBP.
4. A distinctive number shall be allotted to every account and this number should be quoted in all correspondence relating to the account and at the time of making a deposit or withdrawal. The Bank reserves the right to change the account number or any part of it in order to meet its book keeping/administration requirement. However, intimation of change in the account number shall be sent to the account holder.
5. The Accounts may be opened singly in one name or jointly in two or more names.

### MINOR ACCOUNT

6. Deposit may be accepted from minors provided the account is opened and Aerated through a guardian.
7. The account will be in the name of a minor who is the beneficial owner. The title of account will be "Child's Name (MINOR)/ Guardian's Name (GUARDIAN), The account may be opened and operated by the guardian till the minor attains the age of majority. Operation in the account will be stopped on the date the minor attains age of majority and credit balance in the account will be paid to the erstwhile minor by closing the account. The erstwhile minor may open a new account in his/her name. Orders of the court shall, however, be followed in case the guardian is appointed by the court.

### DEPOSITS

8. All monies/instruments to be deposited in an account should be accompanied by a pay-in-slip showing the title and number of the account. The entry of transaction shall be authenticated by putting Bank's stamp under authorized signatures of officer/s of the Bank on the pay-in-slip and counterfoil thereof. However, system generated cash deposit Receipt does not require Bank's stamp or signatures of officer/s of the Bank. The depositor should satisfy himself / herself that the transaction has been so verified on the counterfoil/ customer copy of System generated Cash Deposit receipt.
9. All cheques to be deposited for credit to the account should be payable to the account holder and be "Crossed" before deposit. Also particulars of the cheques (name of the Drawee Bank, Cheque number etc.) should be correctly written both on pay-in-slip and the counterfoil thereof. The Bank shall not be responsible in case of any loss where the above requirements are not complied with and in case of delay or loss occasioned in collection of cheques, however the Bank will follow up with the concerned for swift resolution.
10. Remittance received through mail will be acknowledged by return post. An account holder who does not receive such acknowledgment should communicate with the Bank immediately.

### CHEQUEBOOK

11. Request for issuance of cheque Book(s) should be made on prescribed Cheque Book Requisition Slip and thereafter for future issuance of cheque Book (s) on the requisition slip inserted in the Cheque Book already issued. Where a person is sent to take delivery of a cheque Book on behalf of the account holder, such person must be in possession of his/her original valid CNIC/SNIC and written authority on prescribed format from the account holder.
12. "Cheque book shall always be issued in "In-active" state which requires activation through customer, personal visit to the branch and successful verification of his/her identity through biometric. However, cheque book (s) of entities and Govt. accounts would be activated only upon successful call back confirmation from the authorized officer(s). Moreover, first cheques book shall only be delivered upon production of letter of thanks duly signed by the account holder/authorized officer(s) (for entities/Govt. accounts) in original."
13. The account holders in their own interest and to reduce the risk of fraud are requested to keep their Cheque Books under lock & key and to ensure that

their Cheque Books do not get into unauthorized hands. In case of loss or theft of cheque book, if the customer/account holder reports the concerned branch immediately and before cheque from stolen cheque book is used in order to secure the account against any probable loss, he will not be liable for any loss or damages. However, in case, Bank is liable to observe due diligence in good faith. Loss of Cheque leaves or Cheque Book or the Cheque Book Requisition slip should be immediately notified by the Account holder to the Bank in writing. If the Cheque book is not collected within sixty (60) days of the issuance, it will be destroyed by the Bank after recovering cheque book charges.

#### DISPATCH OF CHEQUE BOOK & DEBIT CARD

14. Bank may dispatch cheque book and debit card at account holder's registered mailing address as per its internal policies and procedures. The account holder undertakes to count cheque leaves as per serial numbers imprinted on cheque book cover page upon receipt and agrees that the bank will not be responsible for any discrepancy / loss if he/she fails to notify the bank any discrepancy in the cheque book &/or Debit Card within three (03) working days of receipt. The account holder hereby, further undertakes to keep the cheque book(s) safely and securely at all times and agrees that the bank will not held responsible for any consequences if precautions are not taken to prevent forgery and alteration(s).

#### WITHDRAWALS

15. Withdrawals from the account can be made only by means of Cheque supplied by the Bank in printed form or any other mode approved by the Bank. Cheque should be written in un-erasable ink and be signed as per specimen signature(s) supplied to the Bank and any alterations in the instrument must be authenticated by the drawer.) under his/her/their full signature(s) as the case may be (a) Illiterate Account Holders/ customers will not be liable for cutting and alteration on cheques unless duly authenticated with their thumb impression.
16. The credit balance in an account in the name of two or more persons will be payable as per Operational instructions given/signed by all the account holders in Account opening Form. However the possible cases can be as under:
  - a. Either or any one or more of them or the survivors of them
  - b. All of them
17. No account is allowed to be overdrawn. If, however,

through an oversight or otherwise the account is overdrawn, the balance in the account is transferred to the TRF (Temporary Running Finance) Account which must immediately be adjusted by the Account Holder(s) on first demand of the Bank along with the agreed mark-up on overdrawn amount for the period it remains outstanding and the Bank is authorized to recover the said amount from the accounts maintained by the Account Holder at any branch of the Bank.

18. Withdrawals will not be allowed against postdated (payable on any future date) and stale (06 months after issuance date) Cheques and against un-cleared funds.
19. In the case of 15(a) above if payments from an account are at any time stopped by any one or more of the account holders, the amount will only be payable on revocation of stop payment instructions by all the account holders or the survivor or survivors of them.
20. Withholding tax, or any other levy shall be deducted / recovered as per law in force time to time.

#### STOP PAYMENTS

21. The Bank will register written signed instructions received from the account holder/draw-er of the cheque to stop its payment as and when lodged/received in the Bank. The instructions should reach the bank well before presentment of the cheque enabling the bank to mark caution, however, it will be valid only from the date and time of receipt if received within working hours. The bank will not be held responsible for payment made if the instrument is presented and paid prior to receipt of written instruction for stop payment. The said request of the account holder has to be specific.

#### STATEMENT OF ACCOUNT

22. The Statement of Account (SOA) will be dispatched to the account holder at periodical intervals, as per frequency stipulated by SBP, and charges as per rules set by SBP. The SOAs will be sent in following manner. Where closing balance in an account as on 30th June or 31st December, is:
  - a. Less than PKR 10,000/-, free of charge, statement of account will be dispatched at least once in a calendar year within one month from the close of calendar year, i.e., by 31st January. Statement of account for balances less than PKR 10,000, which are dispatched through regular post, customers may notify any discrepancies in statement of account within 45 days from the date of issue, after which bank's statement will be considered final.

- b. Greater than or equal to PKR 10,000, as of each half year, free of charge, statement of account will be dispatched twice in a year on, six monthly bases, within one month from the close of half year, i.e, June 30 & December 31. However, no statement of account shall be dispatched for Dormant account during the period of dormancy/in-operation till such time accounts are reactivated, however, statements to all such accounts shall be dispatched on due dates, starting from the period preceding or equal to the date account was flagged dormant.
- c. The Bank will take care to see that credit and debit entries are correctly recorded in all accounts but in case of any error the Bank shall be within its right to make the correct/adjusting entries and recover any amount wrongly paid or credited and inform the Account Holder subsequently. The Bank shall not be liable for any loss or damage to the Account Holder due to such errors or corrections thereof.

### SERVICE CHARGES/ PENALTY

- d. The Service Charges will be levied as per rates prescribed by the Bank in Schedule of Bank's Charges.
- e. All Account Holders except regular saving accounts/BBA, are required to maintain minimum credit balance in their accounts, as announced by the Bank from time to time, violation of this condition will attract penalty at the rate as prescribed by the Bank. The Bank reserves the right at its own to increase/decrease or otherwise change the minimum credit balance requirement, the amount and mode of penalty to be charged and to withdraw or grant exemption. However no services charges will be deducted on Dormant/ Unclaimed Accounts.

### CHANGE OF ADDRESS

- f. Any change in the address of the account holder should immediately be communicated to the Bank in writing so that any future correspondence may be made at the new address. The Post Office and the agents for delivery should be considered agents of the Account Holder.

### DEATH OF ACCOUNT HOLDER(S)

- g. In case of death (or bankruptcy), the Bank will stop operation in the account immediately, after the receipt of official notice or as and when becomes aware of it from any other reliable source.
- h. In the event of a death of any one or more of the account holders of Joint Account having operational instructions 15(a), in the absence of a contract to the contrary, the credit balance will become payable to

the survivor(s) without reference to the legal heirs of the deceased person or persons. In all other cases, the credit balance will be payable to the legal heirs of the deceased Account Holder (s) along with the remaining Account Holder (s) as per Bank's procedure.

### CLOSURE OF ACCOUNT

Where any account is not conducted to the satisfaction of the Bank, the account may be closed & seized without any notice. In case the account is closed the balance will be remitted to the account holder immediately, through Universal Cheque, at the address given by the Account Holder(s) along with the reason in this respect.

The Account Holder(s) wishing to close the account must present the unused cheques to the Bank and withdraw the outstanding balance, if any, after depositing A/C Closing Charges as stipulated by the Bank. All accounts where there is no customer's initiated operation since two years and have nil balances, shall be closed by the Bank without giving any notice.

### DORMANT/UNCLAIMED DEPOSIT ACCOUNT

- i. All depository accounts like Current/Saving/BBA etc., which are not operated by the account holder for a period of one year, will be classified as "Dormant". This entails certain restrictions on the operation of such accounts. Credit entries will be allowed without changing the dormancy status of such account whereas customer initiated Debit transactions/ withdrawals will not be allowed until the account holder requests for activation of the account. However, debits under the recovery of loans and markup etc. any permissible bank charges, government duties or levies and instruction issued under any law or from the court will not be subject to debit or withdrawal restriction with dormant status.

For reactivation of dormant account customer(s) will be required to produce updated Identity documents (i.e. CNIC/SNIC, or Pakistan Origin Card (POC) or National Identity Card for Overseas Pakistani (NICOP) etc.) if already not available in bank's record along with other requisite formalities. Account will be reactivated provided bank is satisfied with CDD of the customer. Once the Account is reactivated, Account holder(s) will be required to mandatorily perform a financial transaction (debit or credit) in his/her/their account through any banking channel on the day of reactivation of account.

In case customer fails to initiate financial transaction (on the reactivation day) account will be reinstated in dormant status at day end and will require

reactivation again. However, activation of dormant pension account (PDP/CDP) will require a debit transaction by the respective pensioner.

Overseas customers may also send their original scanned request duly attested by Pakistani Embassy/High commission through their registered postal/ email address along with original scanned CNIC/SNIC/POC/NICOP, first two pages of Valid Passport, Visa, Exit Stamp, Valid proof of residence status and Undertaking for Exemption of Biometric Verification. RM/BM/DBM shall ensure that request has been received from customer's registered postal/email address and upon satisfaction about complete documentation will arrange approval of RBH.

After passing subsequent 09 years in the dormancy status, i.e., if an account is not operated upon by a customer for a continuous period of 10 Years, it will be classified as "Unclaimed Deposit Account" and will be surrendered to SBP as per the provisions (Section 31) of Banking Companies Ordinance, 1962.

#### BASIC BANKING ACCOUNT

32. The minimum initial deposit will be Rs. 1,000/-
33. Will be non remunerative account.
34. No limit on minimum balance. In cases, where balance in BBA remains 'nil' for a continuous six month period, such accounts will be closed.
35. No fee for maintaining BBA.
36. Maximum two deposit transactions and two Cheque withdrawals are allowed, free of charge, through cash /clearing per month.
37. Free of charge A.T.M. withdrawals from the Bank's own ATM's. In case of withdrawal from BBA through the XfM machines of other banks, bank shall recover charges as per schedule of charges.
38. Statement of Account will be issued once in a year.
39. For all other transactions made in BBA in contrary to the Rule No. 36, 37, 8, 38, above, our Bank will recover charges as per schedule of charges.

#### FREE LANCER ACCOUNT

40. Upon satisfactory completion of the account opening documentation / requirements, two (2) accounts (Exporters' Special Foreign Currency Account-ESFCA as defined in FE Manual and a primary PKR account) will be opened simultaneously for individual freelancers engaged in provision of any digital/online services including IT

and IT related services against which payments are received from outside Pakistan.

41. Exporters' Special Foreign Currency Account (ESFCA) shall only be fed with export proceeds from abroad. Bank is in its authority to credit the permissible retained amount in the ESFCA unless an exporter specifically requests in writing to the bank for less / not crediting the export proceeds in ESFCA. Further, utilization of retained export proceeds shall be strictly in accordance with Para 12, Chapter 12 (Exports) of the Foreign Exchange Manual.

#### FOREIGN CURRENCY ACCOUNTS

42. Foreign currency deposits shall always be subject to the foreign Exchange Regulations and instructions of State Bank of-Pakistan, as amended from time to time.
43. The withdrawal from accounts denominated in foreign currency shall be subject to availability of foreign currency notes at the time of withdrawal and subject to prevailing State Bank of Pakistan and Government of-Pakistan Rules and Regulations. The Bank will accept or decline foreign currency notes in light of SBP instructions issued from time to time.
44. In the light of SBP Instructions issued from time to time, the bank accepts only mint condition FCY notes
45. Bank shall be given prior notice before h., withdrawal both in Foreign and local currencies:
  - i. For Local currency 24 hours.
  - ii. For Foreign currency 36 hours.

#### DISCLOSURE

46. The Bank shall make endeavors to preserve the secrecy of the account of the Customer. Nevertheless, the Customer hereby expressly authorizes the Bank to disclose the information if such is required by any investigating agency, any government agency or such person as the Bank feels that such disclosure is necessary.

#### AMENDMENT IN RULES

47. The Bank reserves to itself be right to amend, alter or add to any or all of these Rules through an advertisement in a newspaper or by means of a notice, Exhibited in the Bank's premises, thirty (30) days in advance prior to such changes take effect, there after amended, altered or additional Rules shall be deemed to be binding on all concerned. • However, incase of any dispute, matter should be



referred to SBP and the decision of SBP will be final and binding in that case.

## UNDERTAKING

48. All deposits and payments are governed by and subject to the laws in effect from time to time in Pakistan. The bank shall not be responsible for any loss or damages to funds deposited by Depositor due to any future government order, i.e., tax embargo, moratorium, exchange restriction or any other cause beyond the Bank's control.
49. Bank shall after opening of account issue cheque book/ATM/Debit Card in any form for the accounts to the account holder and may withdraw or recall the same at closing of account. The account holder undertakes to be responsible for its safe custody at all times and will immediately notify the Bank if cheque book or any cheques contained therein or ATM/Debit Card is lost or stolen.
50. The bank Account in all respects shall be governed by the laws of Pakistan in consonance with the prudential Regulations and guidelines issued by the SBP from time to time and as per Policy of the Bank. Any complaint or claim against the Bank must be lodged in writing with the concerned branch for its redressal.
51. All cash receipts/payments to be handled only at cash counters within banking hours. The Bank is not responsible for cash receipts/ payment of account holders/their representatives at other than cash counters.

## ADDITIONAL RULES FOR PLS ACCOUNT

PLS Savings Accounts may also be opened by charitable institutions for Provident Funds and other funds of benevolent nature by Local Bodies, Autonomous Corporations, Companies, Associations, Societies, Educational Institutions, Firms etc. and in all other cases where such accounts are required to be opened under the orders of Competent Court of Law.

Not more than one PLS Savings Account may be opened at a branch in any one name except in the name of a parent or guardian for more than one child or for keeping funds of specified nature category by an entity, with the Bank's prior approval.

The Bank would have the right to make investment of the credit balances/deposits in the PLS Saving Accounts at its sole discretion in the Banking Business under PLS System.

Profit payable or Loss recoverable on PLS Saving Accounts to be credited or debited will be

determined by the Bank at its sole discretion on the basis of its net working results at the end of each half-year within the time prescribed by SBP from the date of closing of the half-yearly books of accounts of the Bank. The rates of profit may vary from period to period from January to June/July to December each year. Calculation of profit on PLS Saving Accounts will be made for each calendar month on the basis of average monthly credit balance of an account. However, profit accrued even for Rs. 1/- after deducting withholding tax will be payable to all Accounts Holders. When an account is CLOSED before declaration of profit rates, the accrued profit will be first Credited in the account at the profit rates previously declared by the Bank, or at provisional rates payable on various PLS deposits as declared by our Finance Division for calculating provision of profit for the current half year and thereafter the resultant balance will be paid to the A/C Holder after charging monthly penalty, if any. However, no recovery or payment of profit as a result of increase/decrease in the rate of profit will be affected upon such A/C holders after announcement of half-yearly profit rates by the Bank.

Withholding tax, or any other le, shall be deducted I recovered as per law in force time to time.

PLS Saving Account Holders hereby undertake to reimburse the Bank with any claims in respect of losses on the basis of half-yearly/yearly closing of the Bank's Boo. of Accounts. The Bank is within its right to debit the PLS Savings Account for the amount(s) of such claims in settlement of the account.

ZAKAT is leviable on the assets as described in the Zakat & Ushr Ordinance 1980 (as amended from time to time) on balances which will fall within the definition of Zakatable Assets as notified by the Government of Pakistan on Valuation date each year, provided Declaration (original/attested photocopy) for exemption from compulsory deduction of zakat is filed on the prescribed proforma (CZ-50) in the prescribed manner one month preceding the valuation date except in the case of newly opened accounts.

Profit payable or Loss recoverable on PLS Saving Accounts to be credited or debited will be determined by the Bank at its sole discretion on the basis of its net working results at the end of each half-year within the time prescribed by SBP from the date of closing of the half-yearly books of accounts of the Bank. The rates of profit may vary from period to period from January to June/July to December each year. Calculation of profit on PLS Saving Accounts will be made for each calendar month on the basis of average monthly credit balance of an

account. However, profit accrued even for Rs. 1/- after deducting withholding tax will be payable to all Accounts Holders. When an account is CLOSED before declaration of profit rates, the accrued profit will be first Credited in the account at the profit rates previously declared by the Bank, or at provisional rates payable on various PLS deposits as declared by our Finance Division for calculating provision of profit for the current half year and thereafter the resultant balance will be paid to the A/C Holder after charging monthly penalty, if any. However, no recovery or payment of profit as a result of increase/decrease in the rate of profit will be affected upon such A/C holders after announcement of half-yearly profit rates by the Bank.

Withholding tax, or any other tax, shall be deducted and recovered as per law in force from time to time.

## DEBIT CARD

### DEFINITIONS

"1Link /M-Net, Both of these provide electronic trading platforms via ATMs/POS bringing together members/clients within a domain, allowing them instant access to a wide range of financial products and services.

"ACCOUNT": Means a Rupee current or savings account which a CARD HOLDER opens and maintains with the BANK and through which CARD TRANSACTIONS are carried out. "Accounts" shall mean more than one current and/or savings accounts.

"ACCOUNT HOLDER, Means a person(s) who maintain(s) one or more Accounts with the BANK in Pakistan and/or abroad and/or Automated Teller Machines of banks participating in the Linked Network and/or the Automated Teller Machines of bank or financial institutions in Pakistan and/or abroad where MASTERCARD is accepted.

"BANK, Means 'The Bank of Punjab' having its registered office at BOP Tower, 10-B, Block E-11, Main Boulevard, Gulberg III, Lahore, Pakistan

"CARD": Means BOP Debit Card issued by the BANK to the CARD HOLDER and bearing the payment scheme logo on the terms and conditions contained herein.

"CARD HOLDER, Means an Account Holder maintaining an Account with the BANK and to whom a CARD is issued.

"CARD TRANSACTION, Means a cash withdrawal or payment made by a CARD HOLDER using the CARD and includes without limitation, funds debited by

the BANK or other banks to affect the said transaction.

"LINKED ACCOUNT": Means an account that is being linked upon customer's request to act as an accompanying account for cash purposes only. In order to be linked, this account must be of different nature than the principal account and should be maintained in the same "The Bank of Punjab" branch.

"FUNDS TRANSFER": Means transfer of funds from an account maintained in the Bank to another account maintained at the Bank (i.e. accounts in the same branch and of different nature).

"IVR": Means Interactive Voice Response, a system that allows user keypad input for various transactions and instructions and responds accordingly.

"MERCHANT: Means any person supplying goods and/or services and/or other benefits who accepts the CARD as means of payment.

"CALL CENTER DEPARTMENT": Means the unit of the Bank that is accessible by way of phone, for various types of transactions and information as extended by the Bank from time to time. This also includes services offered through IVR.

"PIN": Means the confidential Personal Identification Number chosen by the CARD HOLDER from time to time.

"POS TERMINALS": Means point of sale electronic terminals at Merchant Service/Retail Outlet(s), enabling the CARD HOLDER to use the CARD to access funds in the Account or Linkage Accounts held with the BANK to make a purchase.

"MASTERCARD" Means a brand of debit card operated by the MasterCard.

International Global Headquarters, 2000 Purchase Street, Purchase, New York, USA.

1. The following ACCOUNT HOLDERS shall be eligible for applying and using the CARD:
  - a. Individual Personal Current and/or PLS Savings ACCOUNT HOLDERS.
  - b. Joint (i.e. either or survivor only) Personal Current and/or PLS Savings ACCOUNT.
  - c. The Joint ACCOUNT HOLDERS will be jointly and severally liable for all transactions processed by the use of any CARD issued and each Joint Account holder to whom a card is issued shall be deemed to be duly authorized by the other Joint Account

holder(s) to have such card issued in his/her favor. The terms and conditions herein shall be jointly and severally on all Joint ACCOUNT HOLDERS/CARD HOLDERS and as the context requires, terms herein denoting the singular shall include the plural and vice-versa.

2. The CARD shall only be used by the CARD HOLDER and is not transferable. If the CARD HOLDER authorizes anybody else to use his/her Card, despite this prohibition, that he/she will be exclusively responsible for any and all risks and consequences.
3. The CARD, along with Personal Identification Number ("PIN") shall be issued/generated to/by the CARD HOLDER at his/her sole Ask and responsibility. Debit Cods remained uncollected for the period of 60 days would be destroyed at branch in the presence of DBOM/BOM 8, BM/DBM, keeping the proof of destruction in record but charges recovered will not be refunded.
4. The PIN shall be a confidential number generated by the CARD HOLDER and may be changed by the CARD HOLDER subsequently at his/her own risk.
5. The CARD HOLDER shall use the PIN for ATM transactions. The CARD HOLDER undertakes not to pass on the CARD or disclose the PIN to any other person and shall take every precaution to prevent disclosure of the PIN to any other person/third party.
6. The CARD HOLDER undertakes to maintain sufficient funds in his/her account(s) to meet withdrawal(s) affected through the use of his/her CARD and he/she undertakes not to overdraw the account any time under any circumstances.
7. The CARD HOLDER accepts that he/she will be responsible to immediately adjust any Temporary Running Finance (Overdraft) that may be created in his account, due to the carrying out of any ATM/POS transactions, whether created with or without the prior approval of the BANK.
8. The CARD HOLDER further accepts that in case of non-adjustment of the said overdraft along with the CARD HOLDER within 7 days from the creation of the overdraft, the BANK will have the right to set off any credit balance/proceeds of instruments or other items of the CARDHOLDER available with the BANK.
9. In case of there being insufficient balance in the Link. Account(s) or the Linked Accounts(s) is (are) marked on hold for carrying out any Debit Card or ATM transactions, the same shall be denied to the CARD HOLDER. In the event that there are also insufficient funds for debit of outstanding charges owed to the BANK by the CARD HOLDER in respect of the CARD TRANSACTIONS, all services available on the CARD will remain suspended until such time that the CARD HOLDER clears all related charges and gives a request in writing for reactivation of the same.
10. The CARD HOLDER further undertakes to accept full responsibility for all transactions made by the use of the CARD either by him/her or any other person whether or not made with his/her knowledge or authority and the CARD HOLDER agrees to accept the BANK's record of transaction(s) as binding for all purposes.
11. The CARD HOLDER also undertakes to pay all taxes, ceases, levies and/or duties livable on ATM transactions by any Government (Federal/Provincial/Local) from time to time.
12. The CARD HOLDER further undertakes to pay all bank charges in respect of annual subscription, renewal/replacement fee of the CARD and/or services charge etc which may vary from time to time. The BANK will be entitled to recover all such charges/fees etc. at prevalent or renewed rates from the account of CARD HOLDER at any time and at its discretion and no ,uest or claim for refund would be entertained by the BANK.
13. In the event of loss or theft of the CARD, the CARD HOLDER shall immediately notify such loss or theft to CALL CENTER DEPARTMENT of the BANK on such number as provided by the BANK for this purpose. The BANK, without accepting any responsibility or liability for the transaction(s), if already made, will make all endeavors to stop the future transaction(s) on the lost or stolen CARD. It is however, cl.r that the BANK shall, in no case, be liable for any transaction made before the loss, theft etc is registered with the BANK and the account(s) of the CARD HOLDER will be debited accordingly.
14. If the CARD HOLDER loses his CARD over.s he may either follow the above procedure or report the loss through MASTERCARD Global Customer Assistance Service hel,lines in the relevant country. In case the CARD HOLDER uses the assistance service abroad then the charges for the same shall be borne by the CARD HOLDER.
15. For joint account(s) which are operated on the signature(s) of any one or more of the ACCOUNT HOLDERS, all the joint ACCOUNT HOLDERS will be, jointly and severally, liable for all transactions processed by the use of the CARD and the terms and conditions herein shall be jointly and severally binding on all the ACCOUNT HOLDERS and, as the context requires, termed herein, denoting the

singular, shall include the plural and vice versa.

16. The BANK shall not be responsible for any and all consequences, if the transactions involving the use of the CARD are not honored or operative for any reason, whatsoever, or if there is any malfunctioning and/or failure of the ATM.
17. The CARD issued to the CARD HOLDER shall remain, at all times, the property of the BANK and shall be surrendered to the BANK on demand. The BANK, at its sole discretion, reserves the right, at all times, to terminate the arrangement, cancel or withdraw the CARD or refuse to reissue, renew or replace the CARD without assigning any reason or giving prior notice to the CARD HOLDER.
18. The BANK shall, in no case, be liable to the CARD HOLDER, for non-availability of ATM services, for any reason, whatsoever, including but not limited to any mechanical fault, communication lines failure or power breakdown etc.
19. The CARD HOLDER's use of the CARD shall, at all times, be subject to all the terms and conditions currently in force for the time being, irrespective of the CARD HOLDER's actual receipt of the BANK's notices or knowledge thereof.
20. The BANK shall not be responsible for any act of theft, robbery, loss etc of any sum whatsoever committed within or outside the BANK Premises after the sum is withdrawn from ATM by the CARD HOLDER or any person holding CARD with or without knowledge of the CARD HOLDER.  
  
The BANK is authorized to block CARDTRANSACTIONS or any other service linked with it at any time without prior Notice to the CARD HOLDER(s) and without providing reasons.
21. The CARD HOLDER(s) cannot cancel a transaction after it has been completed. The BANK will normally debit the amount of any CARD TRANSACTION to the account as soon as the BANK receives notifications from the MERCHANT in connection therewith. The BANK will not be liable for any loss resulting from any delay therein. The CARD HOLDER agrees to reimburse to the BANK for any amounts that are due from the CARD HOLDER for transactions authorized by him/her even after closing of linkage account.
22. If a retailer or supplier makes a refund for a CARD TRANSACTION, the BANK will be refunded when it receives the retailer or supplier's proper instruction. The BANK will not be responsible for any delays in receiving such instructions and refunds.
23. The CARD HOLDER will be liable for all losses or

cost incurred by the BANK as a result of any breach by the CARD HOLDER of the Terms and Conditions contained herein and shall reimburse to the BANK all such costs on the BANK, first demand.

24. The BANK is not liable in any way for the quality, quantity, sufficiency and acceptability of the goods and/or services purchased by the use of CARD or for any surcharge charged by a MERCHANT or any other breach or non-performance of any CARD TRANSACTION by a MERCHANT.
25. While CARD HOLDER will be allowed to withdraw cash from ATMs in foreign countries displaying the MASTERCARD logo and also utilize the CARD for payments to MERCHANTS, the BANK may at its discretion disallow this facility if circumstances arise which in its opinion prohibit it from doing so.
26. In the event that the CARD HOLDERS account is debited and cash is not disbursed or disbursed erroneously when the CARD is used at another bank's ATMs, the CARD HOLDER will submit a claim for the respective transaction/amount with the BANK. The BANK will only reverse the entry for the claimed amount after verifying such claim with the respective Bank whose ATM was used. The CARD HOLDER can claim for transactions that are up to 6 months old.
27. It would be mandatory for the CARD HOLDER to sign on the back of his/her card.
28. It would be mandatory for the CARD HOLDER to sign the Merchant receipt presented to him/her for the authorization of POS transaction. The signature should be the same signature as on the back of his/her card.
29. The CARD HOLDER'S account will be debited by the BANK on receipt of a Funds Transfer request made with the ATM Card.

The CARD HOLDER shall ensure that the particulars of the Funds Transfer request are complete and correct so as to enable a successful transfer of funds from its account into the beneficiary's account.

31. Any Funds Transfer request submitted by the CARD HOLDER shall be irrevocable and deemed correct and binding on the CARD HOLDER and payment shall be made to the beneficiary's account based on the account number given by the CARDHOLDER.
32. While making a Funds Transfer on ATM, if the funds were not transferred to the destined account as per the transfer request, then the CARD HOLDER will submit a claim for the respective amount with the BANK. The BANK will only reverse the entry for the claimed amount after verifying such claims with the



BANK, respective records. The CARD HOLDER can claim for transfer requests that are up to 6 months old.

33. While making a Funds Transfer on ATM the responsibility for entering the correct account number will be of the customer. BANK shall not be responsible for the entering of incorrect account number on the part of the CARD HOLDER, but in the event of the CARD HOLDER requesting a reversal and admitting to entering the incorrect account number the BANK may at its discretion and as per its policies and procedures reverse the transfer. However, notwithstanding the above, it is clarified that the BANK shall only make the reversal if it is first able to recover the amount from the beneficiary and the receiving bank. 34)
34. Receiving banks may credit received funds to the beneficiary's account at different times and the BANK shall not be responsible as to when the transferred funds will actually be credited to the beneficiary.
35. The BANK shall not be responsible in any circumstances if any receiving bank fails for any reason to pay the beneficiary.
36. The BANK including any of its branches shall not be responsible or liable for any of the BANK's liability or obligation hereunder of the BANK's failure to meet the CARD HOLDER, withdrawal/debit demands arising from any cause whatsoever whether or not beyond the control of the BANK.
37. Illiterate and Literate Blind applicants will need to sign an Indemnity Form on a Stamp Paper by their respective Branches.
38. The BANK reserves the right to vary a, of these Terms and Conditions The CARD HOLDER will be notified of the changes. Use of the CARD after the date upon which any changes to these Terms and Conditions are to have effect (as specified in the BANK's notice) will constitute acceptance without reservation by the CARD HOLDER of such change provided that the CARD HOLDER shall have been notified thereof before such use. Notification of change by such means as the BANK may consider appropriate (including but not limited to displaying the change in the branch offices, or publishing it on the BANK's website or displaying it on the ATM screen or enclosing it with the bank.

#### **TERMS AND CONDITIONS FOR PROVIDING E-STATEMENT FACILITY**

(statements) will constitute effective notice to the CARD HOLDER for the purposes of this clause.

Following Terms and conditions shall govern the e-statement facility, to which the account holder has consented with The Bank of Punjab ("The Bank". The "Account Holder" means an individual/ corporate body etc. Who has registered his/her email address with the bank.

1. The e-Statement will be sent electronically at the given email address as per frequency requested/stipulated by SOP.
  2. The Account Holder hereby unconditionally agrees to accept the e-statement mailed to the given email address as correct. Any errors or exception in the e-Statement shall be reported to the Bank within 15 days of the receipt of e-Statement, otherwise the same shall be considered as correct.
  3. The Account Holder shall immediately advise the Bank in writing, in case of any change in email address. In the absence of such instructions, the Bank shall assume no responsibility of non-receipt of e-Statement by the Account holder.
  4. The Bank shall not be liable for improper, incomplete or non-transmission of e-Statement in case email is returned due to full mail box, email attachment policy at accountholders end or inactivated email account etc.
  5. The Bank does not give assurance that communication will be free of viruses, interception or interference. The Account Holder accepts that the Bank does not warrant against any external factors affecting the privacy and/or security of the mails during internet transmission.
  6. Account Holder agrees that the e-statement or its printed version is for the information and record of the Accountholder and shall not be used for any legal purpose or for submission to visa granting authorities or admission in educational institution. If needed, the Account Holder may request the Bank to provide hard copy of the statement of account duly certified by the branch.
  7. Account Holder agrees to receive Account statement now onwards through email in replacement of receiving the same in physical via courier/postal services.
- In case of Corporate Account holders, it shall be the responsibility of the Account Holder to ensure that the e-Statement shall be under the custody of authorized/designated/employee(s)/director(s) /partners) of the company/firm. The Bank shall not be held liable for any unauthorized or misuse of e-Statement or any alteration/manipulation thereto.
9. In case the status of account becomes dormant, the

facility shall be suspended until reactivation of account.

10. The Bank shall not be held responsible for any loss or damages resulting to the Account Holder due to any delay, inaccurate or incorrect transmission or unauthorized access to the system that is beyond the control of the Bank.
11. The Bank, at its discretion may impose additional conditions for considering the e-Statement issuance request or activating its issuance. The Bank reserves the right to cancel and /or temporarily suspend the facility as deemed necessary.
12. The Bank reserves the right to make necessary changes as and when required in these terms and conditions. Such changes will be displayed on the website or advised by email notification, which shall be binding and acceptable to the Account Holder.
13. The Account Holder is responsible for the security of password of its email address. The Bank will not be responsible or liable for any undesirable event, such as, data corruption or unauthorized amendment in the information so given. Link down, email hackings, unwanted emails, and misuse of email address, delay and interruption whatsoever.
14. The service charges will be levied as per rates prescribed by the Bank in schedule of Banks charges.

## **SMS BANKING**

### **Section I; Definition**

In these Terms and Conditions, the following terms shall have the following meanings: Facility means the SMS Alerts facility granted by the Bank to the holder (ti of The Bank of Punjab Payment Card and of any account of Customers of the Bank and/or joint account and/or any other accounts or services as determined by the Bank from time to time Accounts for access to information on Accounts as may be prescribed by the Bank from time to time and usage of products and/or services as may be made available and included on mobile phone by the Bank from time to time. Bank means any branch in Pakistan of The Bank of Punjab or elsewhere outside of Pakistan with which the Customer, Account is maintained: Customer means the person who holds an Account with the Bank;

MSP means any mobile service provider through whom the Customer or the Bank receives the mobile services as notified by the Bank.

Service Provider(s) definition includes but is not limited to MSPs, organizations or individuals whose

services the Bank uses in relation to the Facility in any capacity. Alerts means the customized messages sent by short messaging service / text (SMS over the Customers mobile phone).

### **Section 2: Availability**

- 2.1 The Customer has requested for this Facility which the Bank at its sole discretion may discontinue at any time without any prior notice. The facility is currently available only to resident Pakistani Customers with Account(s) with the Bank.
- 2.2 The Bank may wherever feasible shall extend the Facility to other MSPs from time to time.
- 2.3 The Customer assumes full responsibility for the security and confidentiality of his / her Mobile Phone / mobile phone number to be used in initially gaining access to his/her enrolled Account(s) through the use of his/her mobile phone.
- 2.4 The Facility may be extended by the Bank to any other accounts, products and / or services being offered by the Bank or otherwise at the sole discretion of the Bank from time to time.
- 2.5 The Bank also reserves the right to make any additions or deletions in the services offered through Facility at any time.
- 2.6 The Customer shall inform the Bank immediately on surrendering / discontinuing use of the MSP mobile connection.

### **Section 3: Process**

- 3.1 The Customer is duly bound to acquaint himself with the detailed process for using the Facility and the Bank is not responsible for any error / omissions by the Customer.
- 3.2 The Customer acknowledges that this Facility of the Bank will be implemented in a phased manner and the Bank may at a later stage, as and where feasible, add more features.
- 3.3 The processing of registration form and activation service shall require a minimum of 3 working days from the date of submission of dully filled registration form.
- 3.4 The Bank shall not be bound to acknowledge the receipt of any query/instructions of the Customer nor shall the Bank be held responsible to verify any instructions of the Customer, The Bank shall endeavor to provide instructions on a best effort basis and wherever operationally possible for the Bank.
- 3.5 The Customer is solely responsible for intimating in

writing 10 the Bank any change in his mobile phone number and the Bank shall not be liable for sending Alerts or other information over the Customers mobile phone number in any way whatsoever.

The Customer acknowledges that the Facility is dependent on the telecommunications infrastructure, connectivity and services within Pakistan. The Customer accepts that timeliness of Alert— sent by the Bank will depend on factors affecting the telecommunications industry. Neither the Bank nor its Service Providers shall be liable for non-delivery or delayed delivery of Alerts, error, loss, distortion in transmission of and wrongful transmission of Alerts to the Customer.

- 3.7 The Bank shall endeavor to provide the Facility on a best effort basis and the Customer shall not hold the Bank or Officer(s) or Employee (s) responsible /liable for non-availability of the Facility or any loss or damage caused to the Customer as a result of use of the Facility (including relying on the Alerts for the Customers investment or business purposes). The Bank or its Service Providers shall not be held liable in any manner to the Customer in connection with the use of the Facility.
- 3.8 The Customer accepts that each Alert may contain certain Account(s) information relating to the Customer. The Customer authorizes the Bank to send Account related information, though not specifically requested, if the Bank deems that the same is relevant.
- 3.9 The Customer must keep the SIM card and his/her Mobile phone in secure /safe.
- 3.10 By agreeing to the Terms and Conditions of SMS banking, the Customer accepts the option to use the enhanced options, as and when they are made available by the Bank, which may include but not be limited to; transferring of funds, making bill payments, transferring from one currency to another and/or activation/deactivation of products and/or services. Upon the Bank offering the enhanced options, the Customer shall be advised the fees charged if any for the various enhanced options made available. Such Alerts shall be charged on a per transaction basis or otherwise as determined by the Bank.

#### **Section 4: Addition and Withdrawal or Termination of Facility**

- 4.1 The Bank reserves the right to introduce additional services with or without giving any notice to the customer. The Bank reserves the right to send messages to the registered Mobile phones regarding its products, services or any related matter, without the express consent of the customer.

- 4.2 The Bank may, in its discretion, withdraw temporarily or terminate the Facility, either wholly or in part, at any time. The Bank may, without prior notice, suspend temporarily the Facility at any time during which any maintenance work or repair is required to be carried out or in care of any emergency or for security reasons, which require the temporary suspension of the Facility.
- 4.3 Notwithstanding the terms laid down in clause 4.2 above, either the Customer or the Bank may, for any reason whatsoever, terminate this agreement at any time upon prior written notice. Liabilities incurred by the Customer shall, however, survive the termination of this agreement.

#### **Section 5: Fees**

- 5.1 The Bank is charging a fixed annual fee as per Bank's Schedule of Charges. However, the Bank may at any time, at its sole discretion, increase the fee for use of any or all of the Facility, under a notice to the Customer through any medium available. The customer will be charged this fee only after his/her consent. In case no consent is provided by the customer the Services defined above shall be discontinued without any further notice.
- 5.2 Unless otherwise waived by the Bank, after Customer consent is taken, the Customer shall pay the Bank, fees and charges for the use of the service. In this connection, the Bank is hereby authorized by the Customer to debit any of the Customer's Account (s) with the Bank.
- 5.3 The Customer, shall be liable for payment of airtime or other charges which may be levied by the MSP in connection with the receiving of the Alerts, which may be levied by the MSP as per the terms and conditions of the MSP and the Bank is in no way concerned with the same.

#### **Section 6: Disclaimer**

- 6.1 The Bank for employee/contractual staff will not be liable for: (a) any unauthorized use of the Customers (a) mobile phone number /instrument or unauthorized access to emails received at his notified email address for any fraudulent, duplicate or erroneous instructions given by use of the same; (b) acting in good faith on any instructions received by or inability of the Bank to act on all or any of the instructions; (d) loss of any information or instructions/Alerts in transmission; (e) unauthorized access by any other person to any information or instructions given by the Customer or breach of confidentiality;
- 6.2 The Bank shall not be concerned with and will not be held liable for any dispute that may arise between

the Customer and the MSP and makes no representation or gives no warranty with respect to the quality of the service provided by the MSP or guarantee for timely delivery of the contents of each Alert.

- 6.3 The Bank shall not be held liable for any disruption or failure of providing mobile telecom-munication services by MSP. The customer agrees that any complaint in connection with the failure of mobile telecommunication services shall be referred to and addressed by the MSP.
- 6.4 All responsibility of use of Facility by joint account holder shall be binding on all joint account holders.

### Section 7: Disclosure

The Customer accepts that all information / instructions will be transmitted to and/or stored at various locations and be accessed by personnel of the Bank (and its affiliates). The Bank is authorized to provide any information or details relating to the Customer or his Card Account to the MSPs or any other service providers so far as is necessary to give effect to any instructions,

### Section 8: Liability and Indemnity

The Customer shall indemnify and keep the Bank and its Service Provider (safe and harmless from and against all liabilities, losses, claims and damages arising from negligence, fraud, collusion or violation of the terms of this agreement on the part of the Customer and/or a third party. In addition, the Bank shall not be liable for any expense, claim, loss or damage arising out of or in connection with this agreement including but not limited to war, rebellion, typhoon, earthquake, electrical, computer or mechanical failure.

### Section 9: Amendment

The Customer hereby, agrees to abide by, without need of notice and express consent, any and all future modifications, innovations, amendments or alterations to these terms and conditions.

### Section 10: Governing Law

The agreement shall be governed by the laws of the Islamic Republic of Pakistan.

## ALTERNATE DELIVERY CHANNELS

Following Terms & Conditions shall govern the activation, reactivation and deactivation of Alternate Delivery Channels (ADC), to which the account holder agrees. Account holder means an individual / corporate body etc. to whom BOP Debit Card may be issued. ADC refer to the online channels being offered by the bank which include but are not limited to Debit Cards, ATMs, Internet & Mobile Banking, Branchless Banking, Call Center or any other channel which may be withdrawn, added to or modified by the Bank in its discretion.

1. The account holder agrees to activate / reactivate online banking services for ADCs being offered by the bank.
2. The account holder agrees that ADCs offered by the bank may be used to conduct financial transactions such as Funds Transfers, Bill Payments, and Mobile Top-up etc.
3. The account holder shall go through individual sign-up process including acceptance of respective Terms & Conditions for each ADC being opted such as BOP Debit Card, BOP Mobile Banking etc.
4. The account holder may opt out of ADC services through a deactivation request which would result in restriction on the use of ADCs.
5. The account holder shall reactivate ADC services through prescribed process in case he/she wishes to utilize the services after deactivation.
6. The account holder agrees that subject to the respective product or channel, certain information may be disclosed to 3rd parties including but not limited to the State Bank (SBP) and/or Law Enforcement Agencies (LEAs).
7. Relevant information relating to each product and channel including but not limited to user manual, transactional limits, dispute resolution, applicable fee and taxes is available at BOP Website ([www.bop.com.pk](http://www.bop.com.pk)).

I/We undersigned; apply to open an account with The Bank of Punjab as per detail specified in this account opening form. I/We agree to provide all documents that are required and/ or may be required by the Bank at any point of time in future, for its own requirements or any other mandatory requirement to open and operate the account that is being requested. I/We further undertake to abide by the rules of The Bank of Punjab, as amended from time to time governing the conduct and operation of this account. I/We confirm having read, understood and received a copy of the Account Opening Form/rules and undertake to abide by them and any alteration/modification made therein by the bank from time to time.

- 1) \_\_\_\_\_
- 2) \_\_\_\_\_
- 3) \_\_\_\_\_
- 4) \_\_\_\_\_