

## **DEPOSIT POLICY FOR ABU DHABI COMMERCIAL BANK (INDIA)**

**ABU DHABI COMMERCIAL BANK INDIA**

**Table of Contents**

Page No.

<b>Overview</b>	<b>3</b>
<b>1. Types of Deposit Accounts</b>	<b>3</b>
<b>2. Account Opening and Operation of Deposit Accounts</b>	<b>4</b>
<b>3. Minors' Accounts</b>	<b>6</b>
<b>4. Nomination facility</b>	<b>7</b>
<b>5. Interest payments</b>	<b>7</b>
<b>6. Differential interest rate</b>	<b>8</b>
<b>7. Account of Illiterate/Blind Person</b>	<b>8</b>
<b>8. Addition or deletion of the name/s of joint account holders</b>	<b>8</b>
<b>9. Customer information</b>	<b>8</b>
<b>10. Secrecy of customer's accounts</b>	<b>8</b>
<b>11. Premature withdrawal of term deposit</b>	<b>9</b>
<b>12. Premature renewal of term deposit</b>	<b>9</b>
<b>13. Renewal of overdue term deposits</b>	<b>9</b>
<b>14. Advances against deposits</b>	<b>9</b>
<b>15. Settlement of dues in deceased deposit account</b>	<b>10</b>
<b>16. Interest payable on term deposit in deceased account</b>	<b>10</b>
<b>17. Insurance Cover for Deposits</b>	<b>10</b>
<b>18. Stop Payment Facility</b>	<b>11</b>
<b>19. Dormant Accounts</b>	<b>11</b>
<b>20. Redressal of complaints and grievances</b>	<b>11</b>

## ADCB (INDIA) Policy on Deposits

### 1. Overview:

Accepting deposit for the purpose of lending is the basic but vital function of the bank. In order that the interests of depositors, who are the important stakeholders of the banking system, are protected and the mass savings with the banking system remains intact there exists a well defined regulatory framework and the focal point of such framework is Banking regulation Act, 1949.(BR ACT). Reserve Bank of India the regulator for banking system in terms of BR Act regulates banking system through onsite & offsite supervision and issuing directives/guidelines from time to time to ensure that the provisions of the BR Act are not violated.

With the liberalization in the financial system and deregulation of interest rates, banks are now free to formulate deposit products within the broad guidelines and directives/advises issued by RBI from time to time on the operational aspects of Deposits inclusive of interest rates.

The primary aim of this deposit policy is to outline the guiding principles in respect of various deposit products and services offered by the Bank. The document recognizes the rights of depositors and aims at dissemination of information with regard to various aspects of acceptance of deposits from the members of the public, conduct and operations of various deposits accounts, payment of interest on various deposit accounts, closure of deposit accounts, method of disposal of deposits of deceased depositors, etc., for the benefit of customers. It is expected that this document will impart greater transparency in dealing with the individual customers and create awareness among customers of their rights. The ultimate objective is that the customer will get services they are rightfully entitled to receive without demand.

This document is a broad framework based on the present regulations and the existing guidelines issued by Indian Banks Association (IBA).Detailed operational instructions on various deposit schemes and related services are issued from time to time.

### 2. Types of Deposit Accounts

While various deposit products offered by the Bank are assigned different names. The deposit products can be categorized broadly into the following types. Definition of major deposits schemes are as under: -

- a. **Savings deposits** means a form of demand deposit which is subject to restrictions as to the number of withdrawals as also the amounts of withdrawals permitted by the Bank during any specified period; Savings Bank Accounts can be opened for eligible person/persons and certain organizations/agencies (as advised by Reserve Bank of India from time to time).
- b. **Term deposit** means a deposit received by the Bank for a fixed period withdraw able only after the expiry of the fixed period and includes deposits such as Recurring / Double Benefit Deposits / Short Deposits / Fixed Deposits /Monthly Income Certificate /Quarterly Income Certificate etc. Term Deposits Accounts can be opened by individuals / partnership firms / Private and Public Limited Companies / HUFs/ Specified Associates / Societies / Trusts, Departments of Authority created by Government (Central or State), Limited Liability Partnership, etc.
- c. **Current Account** means a form of demand deposit wherefrom withdrawals are allowed any number of times depending upon the balance in the account or up to a particular agreed amount and will also include other deposit accounts which are neither Savings Deposit nor Term Deposit; Current Accounts can be opened by individuals / partnership firms / Private and Public Limited Companies / HUFs / Specified Associates / Societies / Trusts. Departments of Authority created by Government (Central or State) Limited Liability Partnership, etc.

The Bank will provide its customers with details of various types of accounts that they may open with the Bank.

Customers can make a choice on what type of account best suits them, based on their requirements and applicable guidelines.

### 3. Account Opening and Operation of Deposit Accounts

**3.1. KYC Diligences:** ADCB( India) before opening any deposit account will carry out due diligences as required under “**Know Your Customer**” (KYC) Policy of the bank framed as per the guidelines issued by RBI which are after taking into consideration Anti-Money laundering rules and regulations framed by the concerned authorities.

The due diligences will also be in terms of such other norms or procedures as per the Customer Acceptance Policy of the bank. If the decision to open an account of a prospective depositor requires clearance at a higher level, reasons for any delay in opening of the account will be informed to the customer and the final decision of the Bank will be conveyed at the earliest to him.

The due diligence process, while opening a deposit account will involve satisfying about the identity of the person, verification of address, satisfying about his occupation and source of income. Obtaining introduction of the prospective depositor from a person acceptable to the Bank and obtaining recent photograph of the person/s opening / operating the account are part of

due diligence process. In addition to the due diligence requirements, under KYC norms the Bank is required by law to obtain Permanent Account Number (PAN) or alternatively declaration in Form No. 60 or 61 as specified under the Income Tax Act / Rules.

The bank would request the customer's to periodically submit the documentation for updation of customer identification data (including photograph/s) as and when after the account is opened as per the bank and regulatory requirements.

The Bank reserves the right, at its sole discretion, to open any account and at such terms as the Bank may prescribe from time to time.

**3.2. No-Frills accounts** ADCB (India) is committed to providing basic banking services to the disadvantaged sections of the society. Banking services will be offered to them through No-frill accounts and accounts will be opened with relaxed customer acceptance norms as per regulatory guidelines.

**3.3. The account opening form and Check list for documents:** The account opening forms and other material would be provided to the Prospective depositor by ADCB (India). The same will contain details of information to be furnished and documents to be produced for verification and or for record. The concerned bank official of ADCB (India) will explain the procedural formalities and provide necessary clarification sought by the prospective depositor when he approaches for opening a deposit account.

**3.4. Risk profiling of the customer:** The regulatory guidelines require ADCB (India) to categorize customers based on risk-perception and prepare profiles of customers for the purpose of transaction monitoring. Inability or unwillingness of a prospective customer to provide necessary information/details could result in ADCB (India) not opening an account.

**3.5. Closure of Account not complying with KYC norms:** Inability of an existing customer to furnish details required by ADCB (India) to fulfill statutory obligations could also result in closure of the account after due notice(s) is provided to the customer.

**3.6. Minimum Balances for Deposit products (SB/Current Account):**

ADCB (India) will normally stipulate certain minimum balances to be maintained as part of terms and conditions governing operation of such accounts. Failure to maintain minimum balance in the account will attract levy of charges as specified by the bank from time to time. For Saving Bank Account the bank may also place restrictions on number of transactions, cash withdrawals, etc., for given period. Similarly, the bank may specify charges for issue of cheque books, additional statement of accounts, duplicate passbook, folio charges, etc. All such details, regarding terms and conditions for operation of the account and schedule of charges for various services provided will be communicated to the prospective depositor while opening the account.

**3.7.** Deposit accounts can be opened by an individual in his own name (status: known as account in single name) or by more than one individual in their own names (status: known as Joint Account).

**3.8. Minor's account:** Savings Bank Account can also be opened by a minor jointly with natural guardian or with mother as the guardian.

i) The minor can open Savings Bank Account and the same can be operated by the natural guardian or by minor himself / herself, if he/she is above the age of 10 years. The account can also be opened jointly. Minors above the age of 10 will also be allowed to open and operate saving bank account independently. However, no overdrafts will be granted to these minors. The operations by minor on these accounts will be subject to restrictions on transactions and no cheque books will be provided to such accounts.

ii) On attaining majority, the erstwhile minor should confirm the balance in his/her account and if the account is operated by the natural guardian / guardian, fresh specimen signature of erstwhile minor duly verified by the natural guardian and KYC documents would be obtained and kept on record for all operational purposes.

iii) SB account can also be opened by a minor represented by guardian or jointly with a major, where minor is represented by natural guardian.

**3.9. Operations of Joint Account** – The Joint Account opened by more than one individual can be operated by single individual or by more than one individual jointly. The mandate for operating the account can be modified with the consent of all account holders. The Savings Bank Account opened by minor jointly with natural guardian / guardian can be operated by *such* guardian only.

**3.10** The joint account holders can give any of the following mandates for the disposal of balance in the above accounts:

**i. Either or Survivor:** If the account is held by two individuals say, A & B, the final balance along with interest, if applicable, will be paid to survivor on death of anyone of the account holders.

**ii. Anyone or Survivor/s :** If the account is held by more than two individuals say, A, B and C, the final balance along with interest, if applicable, will be paid to the survivor on death of any two account holders. The above mandates will be applicable to or become operational only on or after the date of maturity of term deposits. This mandate can be modified by the consent of all the account holders.

**3.11 Mandate/Power of Attorney:** At the request of the depositor, the Bank will register mandate / power of attorney given by him authorizing another person to operate the account on his behalf.

**3.12. Auto Renewal of Term Deposits :** The term deposit account holders at the time of placing their deposits can give instructions with regard to closure of deposit account or renewal of deposit for further period on the date of maturity. In case of absence of any instructions deposits will be treated as an auto renewal deposit and should be renewed for a similar period.

**3.13. Nomination facility** is available on all deposit account opened by individuals. Nomination is also available to an account opened by a sole proprietor. Nomination can be made in favour of one individual only. Nomination so made can be cancelled or changed by the account holder/s any time. While making nomination, cancellation or change thereof, it is required to be witnessed by a third party. Nomination can be modified by the consent of account holder/s. Nomination can be made in favour of a minor also. ADCB recommends that all depositors avail nomination facility. The nominee, in the event of death of the depositor/s, would receive the balance outstanding in the account as a trustee of legal heirs. The depositor will be informed of the advantages of the nomination facility while opening a deposit account.

**3.14. A statement of account:** will be provided by the ADCB to Savings Bank as well as Current Deposit Account Holders periodically as per terms and conditions of opening of the account.

**3.15 Transfer of account:** The deposit accounts may be transferred to any other branch of the Bank at the request of the depositor.

#### **4. Interest Payments**

**i)** Interest shall be paid on saving account at the rate decided by the bank within general guidelines issued by Reserve Bank of India from time to time .Similarly term deposit interest rates are decided by the Bank within the general guidelines issued by the Reserve Bank of India from time to time.

**ii)** The interest on term deposits is calculated by the Bank in accordance with the formulae and conventions advised by Indian Banks' Association & as per guidelines of Reserve Bank of India.

**iii)** The rate of interest on deposits will be prominently displayed in the branch premises and also on the website. Changes, if any, with regard to the deposit schemes and other related services shall also made available and shall be prominently displayed.

**iv)** The Bank has statutory obligation to deduct tax at source if the total interest paid / payable on all term deposits held by a person exceeds the amount specified under the Income Tax Act. The Bank will issue a tax deduction certificate (TDS Certificate) for the amount of tax deducted. The depositor, if entitled to exemption from TDS can submit declaration in the prescribed format at the beginning of every financial year.

#### **5. Differential interest rate:**

ADCB India will display the interest rates which are card rates. These card rates will be applicable to term deposits upto a certain amount. Beyond this amount the bank may offer special interest rate depending on the size and tenor of the deposit after taking into account the following parameters:

- Market / competitive bank benchmarks
- Bank's funding needs / position

Similarly the bank will offer additional interest for Senior citizen's deposits for those citizen depositors who have attained the age of 60.

The bank will also offer additional interest rate for the staff /ex-staff of ADCB within guidelines of Reserve Bank of India as issued from time to time.

#### **6. Account of Illiterate/Blind person:**

ADCB (India) may at its discretion open deposit accounts other than Current Accounts of an illiterate person/Blind person. The account of such person may be opened provided he/she call on the Bank personally along with a witness who is known to both the depositor and the Bank. Normally, no cheque book facility is provided for such Savings Bank Account. At the time of withdrawal/repayment of deposit amount and/or interest, the account holder should affix his / her thumb impression or mark in the presence of the authorized officer who should verify the identity of the person. The Bank will explain the need for proper care and safe keeping of the passbook etc. given to the account holder. The Bank official shall explain the terms and conditions governing the account to the illiterate person/Blind person.

#### **7. Addition or deletion of the name/s of joint account holders**

The bank may at the request of all the joint account holders allow addition or deletion of name/s of joint account holder/s if the circumstances so warrant or allow an individual depositor to add the name of another person as a joint account holder.

#### **8. Customer information**

The customer information collected from the customers shall not be used for cross selling of services or products by the Bank, their subsidiaries and affiliates. If the Bank proposes to use such information, it should be strictly with the consent of the accountholder.

#### **9. Secrecy of customer's accounts**

The Bank shall not disclose details / particulars of the customer's account to a third person or party without the expressed or implied consent from the customer. However, there are some exceptions, viz. disclosure of information under compulsion of law, where there is a duty to public to disclose and where interest of the Bank requires disclosure.

#### **10. Premature withdrawal of term deposit**

The Bank on request from the depositor, at its discretion may allow withdrawal of term deposit before completion of the period of the deposit agreed upon at the time of placing the deposit. The Bank shall make depositors aware of the applicable rate along with the deposit rate.

The Bank shall declare their penal interest rates policy for premature withdrawal of a term deposit, inclusive of bulk deposits. The Bank shall make depositors aware of the applicable rate along with the deposit interest rate

#### **11. Premature renewal of term deposit**



In case the depositor desires to renew the deposit by seeking premature closure of an existing term deposit account, the bank will permit the renewal at the applicable rate on the date of renewal, provided the deposit is renewed for a period longer than the balance period of the original deposit. While prematurely closing a deposit for the purpose of renewal, interest on the deposit for the period it has remained with the bank will be paid at the rate applicable on the date of deposit to the period for which the deposit remained with the bank and not at the contracted rate.

#### **12. Renewal of overdue term deposits**

When a term deposit is renewed on maturity, on renewed deposit, interest rate for the period specified by the depositor as applicable on the date of maturity would be applied. If request for renewal is received after the date of maturity, such overdue deposits will be renewed with effect from the date of maturity at interest rate applicable as on the due date, provided such request is received within 14 days from the date of maturity. In respect of overdue deposits renewed after 14 days from the date of maturity, interest for the overdue period will be paid at the rates decided by the Bank from time to time.

#### **13. Advances against deposits**

The Bank may consider request of the depositor/s for loan / overdraft facility against term deposits duly discharged by the depositor/s on execution of necessary security documents. The Bank may also consider loan against deposit standing in the name of minor, however, a suitable declaration stating that loan is for the benefit of the minor, is to be furnished by the depositor - applicant.

#### **14. Settlement of dues in deceased deposit account**

- i) If the depositor has registered nomination with the Bank; – the balance outstanding in the account of the deceased depositor will be transferred to the account of / paid to the nominee after the Bank satisfies about the identity of the nominee, etc.
- ii) The above procedure will be followed even in respect of a joint account where nomination is registered with the Bank.
- iii) In a joint deposit account, when one of the joint account holders dies, the Bank is required to make payment jointly to the legal heirs of the deceased person and the surviving depositor(s). However, if the joint account holders had given mandate for disposal of the balance in the account in the forms such as “either or survivor, former / latter or survivor, anyone of survivors or survivor; etc. the payment will be made as per the mandate to avoid delays in production of legal papers by the heirs of the deceased.
- iv) In the absence of nomination and when there are no disputes among the claimants, the Bank will pay the amount outstanding in the account of deceased person against joint application and indemnity by all legal heirs or the person mandated by the legal heirs to receive the payment on their behalf without insisting on legal documents up to the limit approved by the bank’s board. This is to ensure that the common depositors are not put to hardship on account of delays in completing legal formalities

### **15. Interest payable on term deposit in deceased account**

i) In the event of death of the depositor before the date of maturity of deposit and amount of the deposit is claimed after the date of maturity, the Bank shall pay interest at the contracted rate till the date of maturity. From the date of maturity to the date of payment, the Bank shall pay simple interest at the applicable rate obtaining on the date of maturity, for the period for which the deposit remained with the Bank beyond the date of maturity; as per the Bank's policy in this regard.

ii) However, in the case of death of the depositor after the date of maturity of the deposit, the bank shall pay interest at savings deposit rate obtaining on the date of maturity from the date of maturity till the date of payment.

### **16. Insurance Cover for Deposits**

All bank deposits are covered under the insurance scheme offered by Deposit Insurance and Credit Guarantee Corporation of India (DICGC) subject to certain limits and conditions. The details of the insurance cover in force, will be made available to the depositor.

### **17. Stop Payment Facility**

The Bank will accept stop payment instruction from the depositors in respect of cheques issued by them. Charges, as specified, will be recovered.

### **18. Dormant Accounts**

Accounts which are not operated for a period of two years will be transferred to a separate dormant / inoperative account status in the interest of the depositor as well as the Bank. The depositor will be informed of charges, if any, which the Bank will levy on dormant / inoperative accounts. The depositor can request the Bank to activate the account for operating it.

### **19. Redressal of complaints and grievances**

Depositors having any complaint / grievance with regard to services rendered by the Bank has a right to approach authority(ies) designated by the Bank for handling customer complaint / grievances. The details of the internal set up for Re-dressal of complaints / grievances will be displayed in the branch premises and on the website. The branch officials shall provide all required information regarding procedure for lodging the complaint. In case the depositor does not get response from the Bank within 30 days from date of complaint or he is not satisfied with the response received from the Bank, he has a right to approach Banking Ombudsman appointed by the Reserve Bank of India.

### **20. Policy Revision**

This policy is subject to revision based on the extant RBI guideline from time to time.

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