

Phone Banking Services

Without prejudice to the foregoing terms and conditions and any terms posted by the Bank on its website, the following terms and conditions shall apply to any banking services provided by the Bank to the Customer via the telephone from time to time ("Phone Banking Services" or "Smart Call"). By applying for and / or using the Phone Banking Services, the Customer accepts and agrees to be bound by the following terms and conditions as may be amended by the Bank from time to time.

27.1 The Customer may apply for the Phone Banking Services by completing a registration form or through use of any channel or such method as the Bank may prescribe from time to time. The provision of the Phone Banking Services or otherwise shall be at the sole discretion of the Bank.

27.2 The Bank and the Customer agree that if the Customer opens additional account(s) with the Bank, or subscribes to any of the Bank's additional products, delivery channels or services, and the Bank extends the Phone Banking Services to such account(s), products, delivery channels or services then these terms and conditions shall automatically apply to the use of the Phone Banking Services by the Customer in relation to the additional account(s), products, delivery channels or services.

27.3 All fees, expenses, costs or charges applicable to the Phone Banking Services shall be for the account of the Customer and the Customer hereby authorizes the Bank to debit the same directly to the Customer's account(s).

27.4 The Customer irrevocably and unconditionally authorizes the Bank to access the Customer's Account(s) for effecting banking or other transactions performed by the Bank through the Phone Banking Services or otherwise for providing the Customer with any information sought by the Customer through access to the Phone Banking Services.

27.5 The Customer is aware that in connection with the Phone Banking Services, the Bank shall allocate to the Customer, or each authorized signatory of the Customer if so requested by the Customer in writing, a confidential Telephone PIN which may thereafter be changed, if so desired by the Customer / authorized signatory (hereinafter referred to as the "T-PIN"). The Customer also understands and confirms that the T-PIN is confidential and the Customer is solely liable to ensure that it is not disclosed or misused.

27.6 In the event that the Customer's T-PIN is lost, stolen or in any way disclosed to a third party or comes to the knowledge of a third party in any way, the Customer undertakes to report the matter to the Bank immediately. The Customer further agrees that all transactions occurring on the Customer's account until the time of reporting the matter to the Bank will be the liability of the Customer. The Customer undertakes to indemnify and hold the Bank harmless against any and all claims, losses or damages arising as a direct or indirect result of any unauthorized usage of the T-PIN.

27.7 If the Customer forgets, loses, misplaces the T-PIN, the Customer may request another T-PIN by following the procedures prescribed by the Bank from time to time.

27.8 All instructions and requests connected to Phone Banking Services shall be given through telephone by the Customer in a manner acceptable to the Bank. The Bank shall be under no obligation to verify the authenticity of any instruction(s) / transaction(s) received from the Customer through Phone Banking Services or purporting to have been made by the Customer via Phone Banking Services after they are authenticated by the use of (1) ATM / Debit Card or Credit Card number as the case may be, or (2) any other procedure prescribed by the Bank.

27.9 The Customer's instructions shall be effected only after authentication based on the T-PIN and personal information provided by the Customer for accessing the manual service.

27.10 To carry out any transactions on the account under the Phone Banking Services, the Customer undertakes to: (a) enter the T-PIN using the buttons on the telephone keypad; and (b) orally provide the Bank with the account details and / or personal information. Personal information refers to information provided by the Customer to the Bank for the purposes of manual authentication. The Customer also understands and acknowledges that the Customer shall not be required to divulge, either orally or in writing, the Customer's T-PIN and would only be required to key in the same while accessing the Phone Banking Service.

27.11 The Customer authorizes the Bank to act on the Customer's behalf and to debit and / or credit the Customer's account(s) in accordance with the instructions given via the telephone, after the Bank has followed its authentication procedure.

27.12 The Bank's records generated by the transactions arising out of the use of the Phone Banking Services, including the time the instruction and transaction was recorded, shall be conclusive proof of the genuineness and accuracy of the transaction. The Customer hereby authorizes the Bank to tape or record the telephone conversation between the Customer and the Bank's representative concerning transactions and / or instructions made through the use of Phone Banking Services.

27.13 The Customer acknowledges that the Bank shall not be liable for any unauthorized transactions occurring through the use of Phone Banking Services. The Customer also agrees to fully indemnify and hold the Bank harmless against any action, suit, and proceeding initiated against it or any loss, cost or damage incurred by it as a result thereof. The Bank shall under no circumstance be held liable to the Customer, should the access to Phone Banking Services becomes unavailable in the desired manner for reasons beyond the Bank's control including, but not limited to, natural calamities, legal restraints, faults in the telecommunication network or network failure.

27.14 The Customer hereby agrees that under no circumstances shall the Bank be liable for any damages whatsoever whether such damages are direct, indirect, incidental consequential and irrespective of whether any claim is based on loss of revenue, interruption of business or any loss of any character or nature whatsoever and whether sustained by the Customer or by any other person. Illegal or improper use of the Phone Banking Services by the Customer shall render the Customer liable for payment of financial charges as decided by the Bank from time to time, or will result in suspension of the operations through the Phone Banking Services.

27.15 The Customer shall ensure that there are sufficient funds (or prearranged credit facilities) in the Customer's account(s) for operations effected via Phone Banking Services. The Customer acknowledges and accepts that the Bank shall not be liable for any consequences arising out of the Bank's failure to carry out any instructions due to inadequate funds and / or credit facilities.

27.16 The Customer hereby accepts responsibility for the accuracy and authenticity of information supplied to the Bank through the Phone Banking Services. The Customer also recognizes that the Bank accepts no liability for any consequences arising out of erroneous information supplied by the Customer and the Customer undertakes to indemnify and hold the Bank harmless against any and all claims, losses, expenses, costs and damages arising directly or indirectly from the inaccuracy or incorrectness of such information.

27.17 For security reasons, the Customer undertakes not to use mobiles or cordless phones operating on an analogue network to contact the Bank. The Bank is not responsible for the consequences of intercepted or overheard telephone conversations between the Customer and the Bank.

27.18 The Bank may refuse to carry out an instruction if a transaction exceeds a particular value or if the Bank feels that there is a reason to do so, such as a suspected breach of security. The Bank shall notify the Customer of its refusal.

27.19 At its discretion, the Bank may undertake further security measures to ensure, as far as possible, that the instruction has been authorized by the Customer.

27.20 In relation to remittance services provided through the Phone Banking Services, the Bank shall not be liable for failure to effect such remittance instructions due to lack of sufficient available funds in the Customer's account(s), errors in beneficiary details, failure to identify the beneficiary or due to any other such reasons. The Bank shall not be liable for delay in payment to the beneficiary at the receiving destination.

27.21 In relation to bill payment services, the Bank shall not be liable for any loss, damage or penalties imposed on the Customer or for any other consequences that may arise from any partial, incomplete, late or failed transfer to any payee nominated under the Phone Banking Services.

27.22 The Customer acknowledges and accepts that certain of the services available through the Phone Banking Services may require additional processing within the Bank. Therefore, the Customer acknowledges and accepts that it may take time to process the Customer's transactions and / or instructions. The Bank shall not be liable for any loss, damage or penalties imposed on the Customer or any other consequences that may result from any such delays.

27.23 The Customer agrees that the Phone Banking Services are provided exclusively for the benefit and the service convenience of the Customer. The Bank shall not be liable in any manner for providing the Phone Banking Services.

27.24 The Customer acknowledges and agrees that the Phone Banking Services are provided by the Bank to be used by the Customer in relation to the Customer's account(s) only. The Bank may at any time and without the need to assign reasons withdraw the Phone Banking Services in whole or in part.