

Hong Kong Center Term Deposit Account - Terms and Conditions

The following specific terms and conditions apply to Term Deposit Accounts, in addition to the General Terms and Conditions, opened with the branches of Bank of India in Hong Kong Special Administrative Region.

Opening and Operations of Accounts:

- Term Deposit Accounts may be opened in the names of:
 - i) Individuals
 - ii) Sole Proprietary concern
 - iii) Partnership firms
 - iv) Limited Companies
 - v) Trust/Charitable/Educational/Religious Institutions etc.
 - vi) Associations/club/non trading institutions
 - vii) Co-operative Societies
 - viii) Govt/semi Govt bodies
- Individuals account may be opened in the name of one person or jointly in the names of two or more persons.
- All Term Deposit Accounts irrespective of their mode of operations must comply with KYC standards/ Anti Money Laundering Measures (AML)/Combating Financing of Terrorism (CFT).
- An Account in the names of two or more persons operated upon by any one or more or all of them, and the balance made payable to any one or more or all of them or anyone or more or all of the survivors of them or to the last survivor, as applicable.
- The mode of operation of joint account should be specified at the time of opening the account and cannot be changed subsequently, without the written consent of all the joint account holders.
- In a joint account of two persons to be operated upon by “Either or Survivor” on the death of any one of them the surviving account holder alone can operate on and will be entitled to the balance in the account, the heirs of legal representatives of the deceased account holder will have no claim against the Bank. On the death of the surviving account-holder, his heirs or legal representatives alone will be entitled to claim the balance from the Bank.
- A joint account to be operated upon by “Former or Survivor” can also be opened. Where the special instructions relating to the operation of an account reads “Former or Survivor” the account shall be operated upon and the cheques/withdrawal forms shall be drawn by and the balance shall be repayable to the former i.e. the first named account holder during his/her life time and only after his/her death by and to the second named account-holder if then surviving.
- In approved cases, Term Deposit accounts may be opened in the names of association, clubs, co-operative Societies, Trusts or other non-trading Institutions for purposes of depositing savings, provided the relevant bye laws, rules etc. are found acceptable to the Bank and are strictly adhered to and when required a suitable indemnity is given to the Bank.

- In the event of death of a sole depositor or of the surviving or the last surviving depositor, the amount payable in the account of such deceased depositor shall be paid to the legal representatives of such sole depositor or of the surviving or the last surviving depositor, as the case may be. "Legal representatives" shall include either the executor or the administrator who has obtained Probate or Letters of Administration from a Competent Court or the holder of any proper grant of legal representation to the estate of such deceased depositor from a Competent Court. The Bank reserves the right to pay at its discretion the balance due in the account of such deceased account-holder to his/her heirs on a proper indemnity with or without sureties.

Documents for opening Term Deposit Account:

Individual Accounts:

- Hong Kong Identity Card; or
- Passport and
- Residential address proof (e.g. documents with name and address issued by the governmental authorities within last 3 months, utility bills/Tax Receipts or statement issued by financial institutions within last 3 months, etc.)

Partnership Firm:

- Business Registration Certificate
- Partnership Deed
- Partnership Registration Certificate

Limited Companies:

- Business Registration Certificate
- Certificate of Incorporation
- Certificate of Registration
- Certified copy of Ordinance Form D1 or ARI detailing particulars of Directors
- Memorandum of Association
- Articles of Association
- Board Resolution for opening account
- Search File at Company Registry

Other Organization:

- Business Registration Certificate
- Trust Deed
- Duly certified copies of Constitution and Bye-laws of the organization
- Resolution passed by the Managing Body for opening Account

Additionally, for companies incorporated overseas:

- Certificate of Good Standing
- Certificate of Incumbency detailing the names of directors/share holders/guarantors

Documents to be provided by all the account holder(s) and authorized signatories (if any):

- Hong Kong Identity Card; or
- Passport and
- Residential address proof (e.g. documents with name and address issued by the governmental authorities within last 3 months, utility bills/Tax Receipts or statement issued by financial institutions within last 3 months, etc.)

Presence of Account holder/Authentication of Documents:

The account holder (s) and authorized signatories (if any) must be present at the bank premises for opening the account.

Alternatively, the account opening form and the signature of the account holder(s) and authorized signatories (if any) should be verified and authenticated by any officials of Bank of India with their Signature code and date. The account opening form and signatures of the account holders and authorized signatories (if any) may also be verified and authenticated by the CPA. However, bank reserves its right to accept such account opening form verified & authenticated by the CPA. Apart from the documents listed above, Bank may further request the account holder to provide account opening details and documents if necessary.

All the above documents should be submitted in original for verification. Alternatively certified "True Copies" by any branches of Bank of India or by firm of solicitors or notaries or by CPA can also be submitted.

Minimum Balance

The smallest sum that can be deposited at the time of opening Term Deposit Account is HKD 10000 or USD 1000 or equivalent.

Maximum Balance

There is no limit to the maximum balance in accounts.

Interest

Simple interest on a Term Deposit account is paid at a decided rate on day to day basis depending upon inter-bank bid rate and bank's requirement. Different rates are offered for different currencies. However, bulk deposits are treated on case to case basis.

Interest in USD deposit is calculated for the actual number of days on the basis of 360 days a year. However, in case of deposits in other currencies the basis is 365 days a year. Simple interest is calculated and paid on maturity.

Interest will not be paid for a period less than 7 days deposits.

Maturity of Term Deposits:

If a term deposit matures on a day which is not a business day, then the date will be extended to the next business day.

Renewal:

If no instructions are received from the account holder before the maturity date, the deposit will be rolled over for the same period at the rate prevailing on the maturity date.

Premature closure:

Deposits will not ordinarily allowed to be broken before maturity. Bank at its discretion may allow at the request of depositor, premature closure of a deposits. However, interest payable on such deposits for the entire period of the deposit shall be at least 1% less than the rate of interest applicable to the period for which the deposit has remained with the Bank or such other rate as may be decided from time to time.

Premature withdrawal in case of joint accounts requires signatures of all depositors.

Loan against Bank's Term Deposits:

Bank at its discretion at the written request of a depositor, may allow loan against deposits. However, the quantum of loan and rate of interest on loan amount is decided on case to case basis.

Although Bank has general lien on the deposits held by it against any claim/debit in the account of the depositor, once loan is granted against the deposit, Bank's specific lien is applied and noted against the deposit.

Other branches/offices of Bank of India can also have their lien noted for advances/guarantees/claims etc. on deposits held by Hong Kong Branches. That Branch's (Loan sanctioning Branch) specific lien is noted against the deposit on receipt of communication from them.

General:

The Bank reserves to itself the right to delete, add to or alter these Rules at any time without giving a separate Notice to every account holder. An Announcement of any change in the rules put up on the Bank's Notice Board or published in the press or put on Bank's website shall be deemed to be sufficient Notice to all account-holders.

Bank's website: www.bankofindia.com.hk