

GENERAL TERMS AND CONDITIONS APPLICABLE TO SAVINGS ACCOUNT AND CURRENT ACCOUNT FACILITY/SERVICES OFFERED BY THE FEDERAL BANK LIMITED

1. These terms and conditions apply to and regulate the provision of savings account and current account facility/services (hereinafter referred to as "Account") offered to its customers (hereinafter referred to as "Customers") by The Federal Bank Limited (hereinafter referred to as "Bank").
2. These terms & conditions (hereinafter referred to as "Terms & Conditions") shall be in addition to and not in derogation of any other terms applicable to the Account as stipulated by the Bank from time to time.
3. The Customer shall submit an application for opening of Savings Account/Current Account to the Bank in the form and manner prescribed by the Bank, either physically or through any of the prescribed online modes/channels.
4. The Customer shall be deemed to have unconditionally accepted these Terms and Conditions by submitting the application for account opening or by undertaking transactions through the Account. The Customer further undertakes to abide by these Terms and Conditions, including any amendments/revisions/modifications made thereto by the Bank from time to time.
5. The Bank may at any time make amendments/revisions/modifications to these Terms and Conditions and shall publish the same on the Bank's website, which shall constitute sufficient notice to the Customer of such amendments/revisions/ modifications.
6. The opening and maintenance of the account is subject to rules and regulations introduced or amended from time to time by the Reserve Bank of India.
7. The Customer shall submit necessary documents or proofs, such as identity, address, photograph and any such information at the time of opening the Account as well as at periodic intervals thereafter, to meet with KYC/AML polices of the Bank or other statutory/regulatory requirements.
8. The Bank may, at its discretion, engage the services of facilitators and correspondents for extension of banking and financial services so as to ensure greater financial inclusion and increasing the outreach of the banking sector.
9. Under normal circumstances, the Bank has the liberty to close the Account at any time by giving the customer at least 30 days notice. However, in case any adverse features are noticed in the account (including occurrence of transactions which are not in tune with the Customer's profile), the Bank reserves the right to close the Account without giving any prior notice.
10. The Bank can at its sole discretion, amend any of the services/facilities provided in the account either wholly or partially at any time. The Bank shall strive to provide prior intimation to the Customer of such amendments.
11. The Customer shall inform the changes in the Account status, profile, address of Customer etc., to the Bank on an immediate basis. The Bank shall not be responsible for any inconvenience caused or losses suffered by the Customer (including on account of non-receipt of any notice/correspondence from the Bank) due to his/her failure to intimate the Bank of the above in a time manner.

12. The Customer shall issue all instructions relating to the Account, to the Bank as per the mode of communication prescribed by the Bank.
13. The Bank may provide internet banking, mobile banking and such other services/facilities to the customer relating to the Account. While availing such services/facilities, the Customer shall abide by the terms and conditions applicable to the relevant services/facilities, in addition to and apart from these Terms and Conditions.
14. The Customer shall take adequate care and precaution to preserve the cheque book/ATM Card etc. In case of loss/theft of the same the customer shall immediately inform the Bank in writing or in any other manner (including online modes) prescribed by the Bank.
15. The Customer shall maintain the minimum balance in the Account as prescribed by the Bank from time to time, based on the scheme under which the Account of the Customer has been opened.
16. The Customer shall be liable to pay all charges, fees, interest, costs wherever applicable, which the Bank may levy with respect to the Account or any transaction or services rendered and the same may be recovered by the Bank by a debit to the Account. The Customer agrees and acknowledges that in case of non-availability of adequate funds the charges will be debited to the Account over a period of time till the entire amount is recovered.
17. The Bank reserves the right for further issuance of Cheque books, Statements, Fed mobile pins, Fed Net pins, Debit/ATM Cards & PINs to the customer, in case the Average Monthly/Quarterly Balance in the account is not maintained
18. The Customer shall not pay any amount in cash to any Sales Representative of the Bank at the time of opening an account or carrying out any transaction in the normal course of the business. The Customer shall deposit cash only at the Bank's teller counters at the branch premises or in cash deposit machines of the bank.
19. The Customer shall execute necessary writings in the form and manner as may be required by the Bank in order for the Bank to execute the instructions issued by the Customer.
20. The Bank will send to the Customer, communications/letters etc. through courier/messenger/mail or through any other mode at its discretion and the Bank shall not be liable for any delay arising there from.
21. Subject to the terms of the scheme under which the Account is opened, the Bank will, unless requested by the Customer in writing to the contrary, issue cheque book on the opening of the Account. Further issue of cheque books will be only against written requisition by the Customer through ATM, Fed Mobile or Fed Net.
22. An Account may be opened on behalf of a Customer who is a minor, by his natural guardian or by a guardian appointed by a court of Competent Jurisdiction, or by the minor Customer himself if the minor Customer has attained the age of 10 Years or more. In case the minor Customer is represented by the guardian while opening the Account, the guardian shall represent the minor Customer in all transactions of any description in the above account until the said minor

Customer attains majority. Upon the minor Customer attaining majority, the right of the guardian to operate the account shall cease. The guardian agrees to indemnify the Bank against the claim of minor Customer for any withdrawal/transactions made by him in the minor Customer's account.

23. The Customer shall ensure that sufficient funds/cleared balance/ prearranged credit facilities are maintained in their Account for effecting transactions. The Bank shall not be liable for any consequences arising out of non-compliance by the Bank of the instructions issued by the Customers due to inadequacy of funds. Frequent dishonor of cheques or high value cheque returns due to insufficient funds may lead to discontinuation of cheque books / closure of the Account.
24. In the event of an account of the Customer getting overdrawn, the Bank reserves the right to set off this amount against any credit lying in any of the other accounts of the Customer.
25. The Bank shall not be liable for any damages, losses (direct or indirect) whatsoever, due to disruption or non-availability of any of services/facilities due to technical fault/error or any failure in telecommunication network or any error in any software or hardware systems beyond the control of the Bank.
26. The Bank may disclose in strict confidence to other institutions, such personal information of the Customer as maybe reasonably necessary for the reasons inclusive of:
 - (a) For the participation in any telecommunication or electronic clearing network
 - (b) To statutory bodies in compliance with a legal directive.
 - (c) For credit rating by recognized credit rating agencies.
 - (d) To credit information bureaus
 - (e) For fraud prevention purposes.
27. By submitting the application for account opening or by undertaking transactions through the Account, it shall be deemed that the Customer has accorded consent to the Bank:
 - (a) to disclose information provided in the account opening form for the purpose of cross selling and any other marketing agent/s and/or contractors with whom the Bank enters, or has entered into any arrangement, in connection with providing of services/products, including without limitation, cross selling of various financial products.
 - (b) to share any customer information with the credit rating agencies or third party service providers and also to fetch his/her credit score/rating for evaluating his/her eligibility based on which the Bank can provide any pre-approved credit facility, or for such other purpose as deemed fit by the Bank from time to time.
 - (c) to get his credit score/report and such other information from the credit information companies on an ongoing basis, in order to assess his eligibility for various financial products/services offered by the Bank, from time to time.
 - (d) to share any customer information with any recovery agency or service provider engaged by the Bank for recovering any amounts outstanding under the credit facility(ies) extended to the customer. The Customer further undertakes to reimburse to the Bank, any fees, charges, costs or expenses paid to such recovery agency or service provider engaged by the Bank, in this regard.

28. Force Majeure: The Bank shall not be liable if any transaction does not fructify or may not be completed or for any failure on part of the Bank to perform any of its obligations under these Terms and Conditions or those applicable specifically to its services/facilities if performance is prevented, hindered or delayed by a Force Majeure event (defined below) and in such case its obligations shall be suspended for so long as the Force Majeure event continues. "Force Majeure Event" means any event due to any cause beyond the reasonable control of the Bank, including without limitations, unavailability of any communication systems, breach, or virus in the processes or payment or delivery mechanism, sabotage, fire, flood, explosion, acts of god, civil commotion, strikes or industrial action of any kind, riots, insurrection, war, acts of government, computer hacking, unauthorised access to computer data and storage devices, computer crashes, malfunctioning in the computer terminal or the systems getting affected by any malicious, destructive or corrupting code or program, mechanical or technical errors/failures or power shut down, faults or failures in telecommunication etc.
29. The Customer shall indemnify and hold the Bank harmless against all actions, claims, demands, proceedings, losses, damages, costs, charges and expenses whatsoever which the Bank may at any time incur, sustain, suffer or be put to as a consequence of or by reason of or arising out of providing any of the services or due to any negligence/mistake/misconduct on the Customer's part or breach or non-compliance by the Customer of any of the Terms and Conditions relating to any of the services or by reason of the Bank in good faith taking or refusing to take action on any instruction given by the Customer.
30. Right of Lien/Set off: The Customer hereby grants and confirm the existence of the right of lien and set-off with the Bank, which the Bank may at any time without prejudice to any of its specific rights under any other agreements with the Customer, if any, at its sole discretion and without notice to the Customer, utilize to appropriate any moneys belonging to the Customer and lying/deposited with the Bank or due by the Bank to the Customer, towards any of the Bank's dues and outstandings under or in respect of a loan facility, including any charges/fees/dues payable under these Terms and Conditions.
31. Failure to enforce any rights conferred by these Terms and Conditions or any law shall not be deemed to be a waiver of any such rights or operate so as to the exercise or enforcement thereof at any subsequent time.
32. In case the Customer has any complaint relating to the features of any of the products/services of the Bank that the Customer holds/avail of, the Customer has an option to approach the Grievance Redressal Cell within the Bank for a resolution and if the Customer does not get a satisfactory response within 30 days, the Customer can approach the Banking Ombudsman under the Banking Ombudsman Scheme the details of which are available at www.bankingombudsman.rbi.org.in
33. In case there are no transactions initiated by me / us in the Account for a continuous period of two years for Savings Account and Current Account (excludes system generated transactions like credit interest, debit interest), the account would be treated as a 'Dormant' Account by the Bank. The account status would change to 'Active' only on my/our (all joint holders) written instruction in this regard, by initiating a transaction by the Customer at the home branch and subject to compliance of AML/KYC requirements/due diligence by the

Bank as per its policy/regulatory guidelines. The Customer understands that until the account status is 'Dormant', transactions through Direct Banking Channels like ATM, Net Banking, Phone-banking may not be allowed by the Bank.

34. Governing Law: All claims, matters and disputes are subject to the exclusive jurisdiction of the competent courts in Ernakulam only. These Terms and Conditions and/or the operations in the accounts of the customer maintained by the Bank and/or the use of the services provided by the Bank shall be governed by the laws of the Republic of India and no other nation. The Customer agrees to submit to the exclusive Jurisdiction of the Courts located in Ernakulam, India as regards any claims or matters arising under these Terms and Conditions. The Bank accepts no liability whatsoever, direct or indirect, for non-compliance with the laws of any country other than the Republic of India. Nothing contained herein shall restrict the Bank from initiating any legal proceedings against the Customer before any Courts of competent jurisdiction, located in any place.
35. The Bank shall be entitled at its discretion to engage/avail of, at the risk and cost of the Customer, services of any person/third party service provider/agent/agency, for anything required to be done for/in relation to/pursuant to any of the products/services offered, including collections, recovery of dues, enforcement of security, getting or verifying any information of the Customer/assets, and any necessary or incidental lawful acts/deeds /matters and things connected thereto, as the Bank may deem fit.
36. The Bank shall have the right to not return the application, the photographs, information and documents submitted by the Customer. The Bank shall, without notice to or without any consent of the Customer, be absolutely entitled and have full right, power and authority to make disclosure of any information relating to customer including personal information, details in relation to documents, products/services offered, defaults, security, obligations of customer, to the Credit Information Bureau of India (CIBIL) and/or any other governmental/regulatory/ statutory or private agency/entity, credit bureau, RBI, the Banks other branches /subsidiaries/ affiliates/rating agencies, service providers, other banks/financial institutions, any third parties, any assignees/potential assignees of transferees, who may need the information and may process the information, publish in such manner and through such medium as may be deemed necessary by the publisher/Bank /RBI, including publishing the name as part of wilful defaulters list from time to time, as also use for KYC information verification, credit risk analysis, or for other related purposes. In this connection, the customer waives the privilege of privacy and privacy of contract. The Bank shall have the right, without notice to or without any consent of the customer, to approach, make enquiries, obtain information, from any person including other Banks/finance entities/credit bureaus, customers employer/family members, any other person related to the customer, to obtain any information for assessing track record, credit risk, or for establishing contact with the customer or for the purpose of recovery of dues from the customer.
37. In case any personal information or sensitive information of the Customer is collected by the Bank, the same shall be dealt with in accordance with the privacy policy of the Bank.
38. The Bank reserves the right to record telephonic conversations with Customers for quality control purposes.

39. Notwithstanding the documentation and account opening form provided, the Bank reserves the right to accept or reject Customer's application for opening of the Account. The Bank's decision in this regard would be final and binding on the Customer.
40. Any loans/facilities, other banking products, may be made available through the internet banking platform or any similar platform of the Bank (platforms through which the customer/borrower can access/monitor the account by use of the customer/log-in id and password) and the Bank may use such platform for providing the customers/borrowers the facility to complete online application. Every usage and operation of the internet banking or any such other platform using such customer id and password, including in cases of online loan processes from time to time, should be deemed to be usage and operation personally by the customer/borrower himself and in physically and mentally stable state notwithstanding any loss, theft, hacking etc. of the password; and that the Bank shall not be required to check the identity of the person operating the internet banking account at any point of time or his mental or physical stability.
41. As per Bank's Policy on Customer Protection- Limiting Liability of Customers in Unauthorized Electronic Banking Transactions, the customer shall notify the bank within three working days, if any unauthorized transaction is noticed in the account
42. The debit card issued by the Bank is not transferable, the card should remain in account holder /card holder's possession only. The Bank shall not be liable for any loss caused / transactions performed by anyone else.