Terms & Conditions

1 I agree to abide by the Bank's Terms and Conditions and rules in force and the changes thereto in Terms and Conditions from time to time relating to my account as communicated and made available on the Bank's website.

2 I agree that 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.

3 I agree that the bank before opening any deposit account, will carry out a due diligence as required under Know Your Customer guidelines of the bank. I would be required to submit necessary documents or proofs, such as identity , address, photograph and any such information to meet with KYC, AML or other statutory/regulatory requirements.
Further, after the account is opened, in compliance with the extant regulatory guidelines, I agree to submit the above documents again at periodic intervals, as may be required by the Bank.

4 I agree that the Bank may, at its discretion, engage the services of Business Facilitators (hereinafter referred to as "BF") and Business Correspondents (hereinafter referred to as "BC") for extension of banking and financial services so as to ensure greater financial inclusion and increasing the outreach of the banking sector. The Bank, however, shall be responsible for the acts and omission of such BC and BF.

5 I agree that, under normal circumstances, the bank has the liberty to close my account at any time by giving me at least 30 days notice. However, if the Average Monthly/ Quarterly Balance, is not maintained, the Bank reserves the right to close my account without giving any prior notice.

6 I agree that the Bank can at its sole discretion, amend any of the services/facilities given in my account either wholly or partially at any time by giving me at least 30 days notice and/or provide an option to me to switch to other services/facilities.

7 I agree that any change in my account status or change of address will be immediately informed to the Bank failing which I shall be responsible for any non-receipt of communication/ deliverables or the same being delivered at my old address.

8 I agree that all instructions relating to my account will be issued to the Bank as per acceptable mode of communication to the Bank.

9 I agree to preserve my cheque book/ATM Card carefully. In case of loss/theft of the same I shall immediately inform the Bank in writing.

10 I agree that I will maintain the minimum balance in my account as prescribed by the Bank from time to time.

11 I agree that I shall be liable to pay all charges, fees, interest, costs wherever applicable, which the Bank may levy with respect to my account or any transaction or services rendered and the same may be recovered by the Bank by a debit to my account. I agree and acknowledge 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.

12 The Bank reserves the right to refuse Chequebooks, Adhoc Statements, PhoneBanking TINs, NetBanking IPINs, Debit/ATM Cards & PINs to the customer, in case the Average Monthly/ Quarterly Balance in the account is not maintained.

13 I agree that I 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. I agree to deposit cash only at the Bank's teller counters at the branch premises.

14 I agree to execute necessary writings in the form and manner as may be required by the Bank in order to execute my Fax instructions to the Bank.

15 I agree that the Bank will send me 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.

16 I agree and acknowledge that in the absence of my specific instructions to personally collect from the Branch, the cheque books, PhoneBanking TINs, NetBanking IPINs, Debit/ATM Cards & PINs will be dispatched by courier/messenger/mail or through any other mode by the Bank at its discretion to the address notified by me for correspondence.

17 I agree that the Bank will, unless requested by me in writing to the contrary, issue cheque book on the opening of my account. Further issue of cheque books will be only against written requisition by me or through ATM, PhoneBanking or NetBanking.

18 I agree that an account may be opened on behalf of a Minor by his natural guardian or by a guardian appointed by a court of Competent Jurisdiction. The guardian shall represent the Minor in all transactions of any description in the above account until the said Minor attains majority. Upon the Minor attaining majority, the right of the guardian to operate the account shall cease. The guardian agrees to indemnify the Bank against the claim of above Minor for any withdrawal/ transactions made by him in the Minor's account.

19 I agree and undertake to ensure that there would be sufficient funds/cleared balance/pre-arranged credit facilities in my account for effecting transactions. I agree that the Bank shall not be liable for any consequences arising out of non-compliance by the Bank of my instructions due to inadequacy of funds and the Bank can at its sole discretion decide to carry out the instructions not withstanding the inadequacy of funds without prior approval from or notice to me and I shall be liable to repay with interest the resulting advance, overdraft or credit thereby created and all related charges arising thereby at prime lending rate applicable from time to time. I agree that frequent dishonor of cheques or high value cheque returns due to insufficient funds may lead to discontinuation of cheque books / closure of bank account.

20 I agree that in the event of an account being overdrawn, the Bank reserves the right to set off this amount against any credit lying in any of my accounts.

21 I agree that the transactions conducted by me at the BC counters shall be reflected in the bank’s books latest by the next working day.

22 I agree that 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.

23 I agree that the Bank may disclose, in strict confidence, to other institutions, such Personal Information as may be reasonably necessary for reasons inclusive of:
For participation in any telecommunication or electronic clearing network
In compliance with a legal directive
For credit rating by recognized credit rating agencies
For fraud prevention purposes
To credit information bureaus.

24 I give consent to the Bank to disclose information provided in the account opening form for the purpose of cross selling by HBL Global Ltd 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. The Bank will have to always check before any cross-sell attempt whether or not I have registered for 'Do Not Call' facility.

25 Disclosure of Information to CIBIL:
I understand that as a pre-condition, relating to grant of the loans/ advances/ other fund-based and non-fund-based credit facilities to me, the Bank, requires my consent for the disclosure by the Bank of information and data relating to me, of the credit facility availed of/to be availed, by me, obligations assumed/ to be assumed, by me, in relation thereto and default, if any, committed by me, in discharge thereof. Accordingly, I, hereby agree and give consent for the disclosure by the Bank of all or any such,
information and data relating to me
the information or data relating to any credit facility availed of/ to be availed, by me, and default, if any, committed by me in discharge of my such obligation, as the Bank may deem appropriate and necessary, to disclose and furnish to Credit Information Bureau (India) Ltd. and any other agency authorised in this behalf by RBI.I, declare that the information and data furnished by me to the Bank are true and correct.
I, undertake that:
The Credit Information Bureau (India) Ltd. and any other agency so authorised may use, process the said information and data disclosed by the Bank in the manner as deemed fit by them; and
The Credit Information Bureau (India) Ltd. and any other agency so authorised may furnish for consideration, the processed information and data or products thereof prepared by them, to banks/ financial institutions and other credit grantors or registered users, as may be specified by the Reserve Bank in this behalf.

26 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.

27 Indemnity:
I agree that I 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 my part or breach or non-compliance by me 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 me.

28 Right of Lien/Set off:
I hereby grant 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 me, at its sole discretion and without notice to me utilize to appropriate any moneys belonging to me and lying/deposited with the Bank or due by the Bank to me, 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..

29 Miscellaneous:

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.

30 Governing Law:
All claims, matters and disputes are subject to the exclusive jurisdiction of the competent courts in Mumbai 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 and the Bank agree to submit to the exclusive Jurisdiction of the Courts located in Mumbai, 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.

31 Should I have any complaint relating to the features of any of the products/services of the Bank that I hold/avail of, I am aware that I can approach the Grievance Redressal Cell within the Bank at for a resolution and if I do not get a satisfactory response within 30 days of lodging the complaint, then, under the Banking Ombudsman Scheme 2006,I can approach the Ombudsman appointed by the Reserve Bank of India, in charge of the region where I hold my account, details of which are available at www.bankingombudsman.rbi.org.in

32 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), I / We agree that the account would be treated as a 'Dormant' Account by the Bank. I/We agree that the account status would change to 'Active' only on my/our (all joint holders) written instruction in this regard and by initiating a transaction by me / us at the home branch. I/We understand 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.

33 I/We agree that, in case I/we have issued single cheque/instruction, for debit to my/our account, for issuing more than one Demand Draft/Pay-order, then the same will reflect as multiple debit entries in my/our account

34 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.

35 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 Bankï¿½s 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 willful defaulterï¿½s 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, customerï¿½s 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.

36 In case any personal information or sensitive information is collected by the Bank, the same shall be dealt with in accordance with the privacy policy of the Bank which is available on the website of the Bank at www.hdfcbank.com.

37 Bank reserves the right to record telephonic conversations with customers for quality control purposes.

38 Notwithstanding the documentation and account opening form provided, the bank reserves the right to accept / reject your application. The Bank's decision in this regard would be final.

39 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 as well as enter into/make the loan documents online. 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 nothwithstanding 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.

40 By submitting aadhaar details for linkage to bank accounts,customer agrees to the following terms and conditions:-
I hereby submit my Aadhaar number ,as issued by Government of India ; to HDFC Bank and voluntarily give my consent to link it to all my accounts / relationships (existing and new) maintained with HDFC Bank in my individual capacity and / or as an authorized signatory. I authorise HDFC Bank to map my Aadhaar number at NPCI to enable me to receive Direct Benefit Transfer (DBT) from Government of India in the specified Savings account. I understand that if more than one Benefit transfer is due to me, I will receive all Benefit Transfers in this account. I, holder of the stated Aadhaar number, hereby voluntarily give my consent to HDFC Bank to obtain and use my Aadhaar number, Name and Fingerprint/Iris and my Aadhaar details to authenticate me with UIDAI as per Aadhaar Act, 2016 and all other applicable laws. HDFC Bank has informed me that my Aadhaar details and identity information would only be used for demographic authentication, validation, e-KYC purpose, OTP authentication including; for availing banking services, operation of my accounts / relationships and for delivery of subsidies, benefits and services and / or any other facility relating to banking operations. HDFC Bank has informed that my biometrics will not be stored / shared and; will be submitted to Central Identities Data Repository (CIDR) only for the purpose of authentication. I have been given to understand that my information submitted to the bank herewith shall not be used for any purpose other than mentioned above. I also authorize HDFC Bank to link & authenticate my Aadhaar number to all my accounts / relationships with the Bank ,both existing and as may be opened in future. I will not hold HDFC Bank or any of its officials responsible in case of any incorrect information provided by me.