



**TERMS  
& CONDITIONS  
- RETAIL  
TRANSACTIONAL  
ACCOUNTS**

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## 1. INTRODUCTION

The Terms and Conditions mentioned herein forms part of the agreement between the Customer and **Home Finance Company Limited t/as HFC Bank in Fiji**. Signature by the Customer on HFC Bank's "Account Opening Form" shall constitute acceptance of the Terms and Conditions herein, and as amended from time to time. These Terms and Conditions are applicable to all HFC Retail Transactional Accounts, products and services held or to be held in the future by the Customer.

These products are namely:

- Young Drua Account
- Viti Drua Account
- Senior Drua Account
- Viti Drua Premium Account
- Rural (Microfinance) Drua Account
- Personal Overdraft Cheque Account
- Business Overdraft Cheque Account
- Viti Drua (External) Account

In addition to the Terms and Conditions mentioned herein, the agreement also consists of Account specific terms and conditions, product or facility specific terms and conditions, HFC Bank's published Fees and Charges, and any application form that the Customer fills in for application of any Account or banking service. The additional terms and conditions shall be applicable on the Customer as per the products and services of HFC Bank that the Customer avails. If Customer accepts any additional terms and conditions specific to any products or service that HFC Bank provides to the Customer after acceptance of these Terms and Conditions, the additional terms and conditions shall also apply in addition to this Account Terms and Conditions.

A Customer is responsible for keeping himself/herself updated on the latest Terms and Conditions, Fees and Charges, and product specific terms and conditions and fees and charges of HFC Bank. Customers shall be bound by all terms and conditions and fees and charges mentioned therein.

## 2. DEFINITIONS

- i. "Customer" means any applicant (either single or joint) for any Account, product or service of HFC Bank and any existing Customer (either single or joint).
- ii. "Account" means any bank transactional account opened or to be opened with HFC Bank.
- iii. "Customer" means a Customer with one or more Account(s) held with HFC Bank.
- iv. "Service" means any or more of the services made available by HFC Bank to the Customer at any time, and any changes made from time to time, including without limitation HFC Bank Accounts, credited facilities, alternate or electronic banking services and Account services.
- v. "Branch" means any HFC Bank branch in Fiji.
- vi. "ATM" means Automated Teller Machines, which may be operated by HFC Bank, other HFC Bank Agencies or other banks in Fiji.

- vii. "ATM Card" means any card issued to the Cardholder by HFC Bank which may be used to effect banking transactions by electronic means i.e. Automated Teller Machines.
- viii. "PIN" means Personal Identification Number (either issued by HFC Bank or chosen by the Customer through HFC Bank's authorized channels/procedures) including but not limited to ATM PIN.
- ix. "Cardholder" means a Customer who is using any of the ATM/Debit card services offered by HFC Bank.

### **3. OPENING AN ACCOUNT**

- i. HFC Bank at its sole direction may provide or continue any service and open and maintain any type or nature of Account with a distinct number given by HFC Bank, whether held singly or jointly, in any currency, on the application of a person, company, partnership, society, unincorporated association or other enterprise, in the form(s) and on terms and conditions as may be prescribed by HFC Bank from time to time.
- ii. Nothing contained in these Terms and Conditions makes it obligatory for HFC Bank to offer any or all of the Accounts or services to all Customers and it shall be the sole discretion of HFC Bank whether or not to offer, maintain or provide any Account or service to a particular applicant, Customer or group of Customers at any time.
- iii. Customers must provide legitimate and valid documents and information to HFC Bank at Account opening stage and keep HFC Bank updated of any changes thereafter.

### **4. NOMINATION**

- i. Customers who maintain Accounts with HFC Bank in their individual capacity must nominate, and in the case of Joint Accounts, jointly must nominate, one person to whom in the event of the death of the sole Customer, or the death of all Joint Customers, the balance of the Account may be given/transferred.
- ii. In the event that a joint depositor or sole customer dies having a sum of money which is not more than \$5000 in his account at any HFC Bank and if no probate or administration is produced to HFC Bank within 4 months after the death of any such person, and if there is also no notice in writing of any will, or of an intention to apply for administration is given to HFC Bank within the said period, HFC Bank may then, after giving 14 days' notice in writing to the Public Trustee, pay this money to any person who the bank considers to be the rightful recipient of such money. Once this money is paid to the rightful recipient, the bank would no longer be liable towards any claim regarding the deceased account to any other person.
- iii. In the event of any dispute, including but not limited to the unavailability or other issues in connection with a nomination for or payment from any Account with HFC Bank in the event of the demise of the Customer(s), HFC Bank may make payment on an appropriate judicial order or succession certificate issued by a court in Fiji or upon other terms and conditions as required and /or is acceptable to HFC Bank.

## **5. DELEGATION**

HFC Bank may permit a Customer to authorise or delegate authority to operate, instruct or otherwise deal or transact with an Account maintained with HFC Bank or to avail services from HFC Bank, on behalf of and in the name of the Customer to a person or person(s) by a power of attorney, delegation of authority or other instrument, in a form, contents and on terms and conditions as required and /or acceptable to HFC Bank from time to time. HFC Bank is authorized and may rely on any instruction which purports to have been completed in accordance with the relevant signing authority, even if it appears to benefit a signatory to the instruction. A signing authority and any changes thereto shall not continue to be in force on the revocation thereof, or the death, dissolution, bankruptcy, incapacity, liquidation or winding up of a Customer. A signing authority and any changes thereto shall not determine the succession, inheritance or right to the balances of the Account.

## **6. MINOR'S ACCOUNT**

- i. An Account may be opened by HFC Bank at its sole discretion in the name of a minor on the application of his/her parent or by a guardian appointed by a court of competent jurisdiction, on terms and conditions required by HFC Bank from time to time.
- ii. Upon the minor attaining maturity, the right of the guardian to operate the Account shall cease and any balance in the Account will be held for benefit of and paid to the hitherto minor only.
- iii. Minor Accounts are considered to be those below age of 13 years.

## **7. JOINT ACCOUNTS**

If the Account is opened in the names of two or more persons, each of the persons shall be deemed to be an Customer of that Account for all purposes. In case of a dispute or disagreement between joint Customers, HFC Bank shall be entitled, in its sole discretion, to suspend operations in any or all of the Joint Accounts until instructions are provided by all joint Customers in writing to the satisfaction of HFC Bank. The Customer(s) shall keep HFC Bank indemnified for all consequences resulting or arising from suspension of operations in any or all of the Joint Accounts.

For a Joint Account:

- i. Each Customer's liabilities and obligations are joint and several, and notice to one Customer shall be taken as notice to all.
- ii. A Customer shall remain bound by these Account Terms and Conditions even if the other Customer(s) is/are in fact not bound.
- iii. HFC Bank has the right to deal with each Customer separately on any matter including discharging any liabilities to any extent without affecting the liabilities of the other Customer(s).
- iv. All Customers are jointly and severally liable for the use of any PIN even if it was applied for by only one of the Customers.
- v. In case of death of one of the Customers, HFC Bank shall hold the credit balances, after deduction of the amounts owing to HFC Bank, in the Account to the sole order of the survivor(s). Upon payment to the survivor(s) the Account shall be closed and HFC Bank shall thereafter be released from any further obligations, and shall have the right to refuse payment of any cheque drawn on the Account and subsequently presented. The survivor(s) shall be held responsible

for any and shall keep HFC Bank indemnified for all consequences resulting or arising from closure of an Account; and

- vi. If any Customer withdraws his/her mandate for the other Customer(s) to operate the Joint Account, HFC Bank shall not be liable for any loss suffered by the Customer(s) due to putting a hold on the Joint Account pending receipt of joint written instructions from all the holders of the Joint Account. The Customer(s) shall keep HFC Bank indemnified for all consequences resulting or arising from putting a hold in any or all of the Joint Accounts.

## **8. SUSPENSION/CLOSURE OF ACCOUNT**

- i. HFC Bank reserves the right at any time in its sole discretion with appropriate reasoning and notification to discontinue relations with any Customer with immediate effect, including but not limited to closing Accounts, discontinuing wholly or partly banking and other services and facilities with a Customer.
- ii. Upon closure or discontinuation, HFC Bank shall thereafter be released from any further obligations, and shall have the right to refuse payment of any cheque drawn by the Customer and subsequently presented. The Customer shall be held responsible for any and shall keep HFC Bank indemnified for all consequences resulting or arising from closure of an Account.
- iii. Upon closure of an Account, the Customer shall forthwith return for cancellation or destroy all deposit advices, unused cheques, ATM cards and all other items or documents which have been provided by HFC Bank in respect of or by reason of the Customer maintaining the Account, services or facilities.
- iv. The Customer must pay to HFC Bank the full outstanding amount of any loan/finances including but not limited to the outstanding amount of any overdraft under any facility granted by HFC Bank, accrued interest, overdue payments, penal charges, applicable fees and charges of HFC Bank, etc. Notwithstanding such termination or closure, the Customer shall remain liable for all amounts owing (whether actually or contingently) in respect of any outstanding facilities together with all related charges thereunder.
- v. In the event of death of a Customer, the Account(s) shall be marked as "Deceased Account". Any mandate for Account operations shall be automatically revoked and the Account balance will be blocked. HFC Bank shall have the right to refuse payment of any cheque drawn on the Account.
- vi. The Account balance and any interest thereof of the "Deceased Account" shall be payable to the nominee assigned by the Customer after deduction of applicable banking fees and charges and government duties and taxes upon presenting positive identification documents.
- vii. In the event that no nominee had been assigned or in the event of nominee's death, the Account balance and any interest thereof of the "Deceased Account" shall be payable to the legal heir after deduction of applicable banking fees and charges and government duties and taxes upon presenting positive identification documents and succession certificate issued by a court of Fiji.
- viii. HFC Bank shall close the Account of a Customer and shall not pay against any cheques, bills or any financial products if the Customer

is adjudicated by the court as bankrupt or in case of a corporate Customer, its business has been wound up. HFC Bank shall transfer the credit balance, if any, to his/her assignee, receiver, and liquidator or as directed by any court of law (as the case may be).

## **9. CHEQUE BOOKS**

- i. An application for a cheque book on a Cheque Account must be made on HFC Bank's requisition form, duly signed by the Customer(s).
- ii. HFC Bank reserves the right to refuse issuance of cheque books on Accounts which are not maintained satisfactorily and also when an excessive number of cheque leaves from the previous cheque book remain unused.
- iii. The Customer undertakes to be bound by the Terms and Conditions printed on the inside front cover of the cheque book, in addition to this Account Terms and Conditions.
- iv. Cheque serial numbers, Account number and name of Customer printed on the cheque book as well as number of cheque leaves should be verified before use. Cheque books should be kept preferably under lock and key, and Customer must immediately report to Bank of any loss of signed/ blank cheque(s) to stop payment. HFC Bank shall not be liable, and shall be held fully indemnified by the Customer, for any consequences that may arise for payment made against lost signed/blank cheque(s) which was not duly and immediately reported to HFC Bank to stop payment. A charge as per Bank's tariff will be recovered for recording stop payments.
- v. All alterations on a cheque should be authenticated by the drawer's full signature; otherwise payments of the cheques may be refused. The cheque will be returned unpaid if the drawer's signature differs from that on Bank's record.
- vi. Any cheque(s) drawn by the drawer shall be presented within reasonable time before the drawee bank.
- vii. Cheques should be written clearly and Customers should exercise care when drawing cheques and should not draw cheques by any means which may enable a cheque to be altered in a manner which is not readily detectable.
- viii. Bank will not accept 'undated' or 'post-dated' cheques for payments.
- ix. When new cheque books are delivered to the Customer by post, it will be according to the address record kept by HFC Bank. HFC Bank assumes no responsibility and/or liability for any delay or loss caused by any mode of forwarding.

### **9.1 Stop Payment Orders**

The Customer may only countermand payment of a cheque by giving written instructions to HFC Bank to that effect, including complete and accurate details of the number of the cheque, the name of the payee, the Account, the date on which and the amount for which the cheque has been drawn. HFC Bank will only comply with such instructions if all details accord strictly with those of the relevant cheque and the cheque has not been presented, and remains unpaid, when such instructions are received by HFC Bank. However; if, in its discretion, HFC Bank accepts such an instruction notwithstanding that not all of the requested

details are provided, HFC Bank will not be liable for any losses that the Customer may incur as a consequence.

## **10. DEPOSITS**

- i. The Customer acknowledges that all cash deposits (other than through the automated cash deposit facilities) must be handed directly to a HFC Bank Teller or an authorised HFC Bank agent. The Customer agrees not to leave cash unattended until HFC Bank's Teller has physically accepted it. HFC Bank shall not be liable for any loss suffered by the Customer as a result of the Customer's failing to comply with the provisions of this clause.
- ii. The Customer agrees that all Account payee cheques should be crossed by drawing 2(two) parallel diagonal lines across the top left hand corner of the cheque before depositing and HFC Bank shall not be liable for any loss suffered by the Customer as a result of the Customer failing to do so.
- iii. Every deposit made by whatever means, shall be taken to have been made only when verified by 2 (two) members of HFC Bank's staff, duly cleared and entered into HFC Bank's records.

## **11. WITHDRAWALS**

- i. The Customer shall ensure that there are sufficient funds (or pre-arranged credit facilities) in the Customer's Account to honour cheques presented on or debits made to the Account or for carrying out the instructions relating to the Account. HFC Bank shall not be liable for any consequences for Customer's failure to comply with this provision.
- ii. Cash withdrawals should be made through printed cheques or through ATM card supplied by HFC Bank.
- iii. The Account should not be overdrawn nor should cheques be drawn against funds in course of realisation unless, special arrangements have been made with HFC Bank. HFC Bank will not honour any cheques drawn by the Customers if in doing so, the Account would become overdrawn and in this circumstance HFC Bank reserves the right to debit the Account with the charge for each returned cheque as per Bank's prevailing fees & charges.
- iv. For making cash withdrawals the Customer agrees to verify and count all cash received from the Teller before leaving the counter as HFC Bank will not be responsible and shall have no liability for any discrepancies once the cash has been handed over to the Customer.
- v. All deposits or transfers to a Customer's Account effected by cheque or other instrument or means which are subject to clearance or confirmation are conditional upon final payments in cleared funds being received by HFC Bank, and the Customer may not withdraw the amount proposed to be credited until final payment has been received by HFC Bank . If such final payment is not received by HFC Bank, for any reason whatsoever, any conditional credit made to the Customer's Account pending final payment may be reversed, and the Customer will be obliged to pay to HFC Bank immediately the amount of any drawings made against any conditional credit and shall indemnify HFC Bank in respect of actual cost, loss and liabilities incurred by HFC Bank as a result thereof .HFC Bank is not liable,



and the Customer shall keep HFC Bank indemnified thereof, for any delay, actual cost, loss or liability resulting from any countermand, loss, dishonour defect or irregularity in any instrument lodged with HFC Bank for honour, presentment, protest or collection.

- vi. When a clearing cheque valued above a certain threshold amount (as defined by the Reserve Bank of Fiji) is placed, HFC Bank will make reasonable attempts to make contacts over telephone with the issuing Customer and thereafter, upon receipt of verbal and/or written confirmation on the cheque so issued, HFC Bank shall execute the transaction. When placing such high value payment instructions, the Customer will be required to provide prior written intimation to HFC Bank or remain accessible through telephone number(s) that have been provided to HFC Bank. However, in cases where a Customer is not reachable through telephone number(s) provided to HFC Bank, HFC Bank shall reserve the right to process payment against the Cheque, provided the Account and/or the cheque in question meets other regulatory requirements. In this regard, responsibility will remain with the Customer to keep his/her contact information with HFC Bank updated at all times.

## **12. REMITTANCES**

The Customer accepts that all remittances (inward and outward) through HFC Bank are subject to Reserve Bank of Fiji Exchange Control Regulations or any other Acts or Regulations as amended from time to time.

### **12.1 Inward Remittances**

HFC Bank reserves the right to:

- i. Stop any inward remittance in favour of the Customer if the originator's information received by HFC Bank is incomplete, and HFC Bank shall not be liable to the Customer for any consequences arising out of or in connection with the delay or rejection of the inward remittance; and
- ii. Reverse any payments received from a resident or external Account for credit to the Customer's Account with HFC Bank if the remittance is from a non-permitted source under Reserve Bank of Fiji Exchange Control Regulations.

### **12.2 Outward Remittances**

The Customer agrees that HFC Bank shall not be liable to the Customer: for any loss or delay which may take place in the transfer, transmission and/or application of funds; or

- i. In the case of telegraphic transfers (as instructed by the Customer or deemed necessary by HFC Bank), for any error, omission or mutilation which may take place in the transmission of the message (literally or in cipher) or for its misinterpretation by the receiving party when received; and the Customer agrees to indemnify HFC Bank against any actions, legal proceedings, claims and/or demands that may arise in connection with such loss, delay, error, omission, mutilation and/or misinterpretation.

### **13. ACCOUNT STATEMENTS**

HFC Bank will provide Paper Account Statements (printed) as minimum (unless otherwise electronic statements are available and such requests are made) which are issued semi-annually in case of Current and Savings Accounts and are mailed to the address in record kept by HFC Bank. If statements are requested in frequencies higher than the above mentioned frequency or if duplicate statements are required, charges will be levied as per prevailing fees and charges.

- i. The Customer agrees and undertakes to promptly examine each Account Statement and check all entries and transaction therein. The Customer must notify HFC Bank in writing of any discrepancy, omission, incorrectness, or disagreement whatsoever arising from whatever cause, including fraud and forgery with regard to the transactions detailed in Account Statement within 15 (fifteen) days of the Statement Date. In the absence of any such notice in writing from the Customer within the stipulated time, it shall be deemed that the Customer has accepted all contents in the Account Statement and waived any right to raise objection against HFC Bank relating thereto.
- ii. In the event, any amount to which the Customer is not entitled to is credited to the Customer's Account due to a system error or any kind of act/omission/mistake by or on behalf of HFC Bank, the Customer hereby authorises HFC Bank to debit such amount without notice from the Customer's Account. HFC Bank shall reserve the right to demand refund, reverse an entry, or debit any Account held by the Customer with HFC Bank for all/any credited amount to which the Customer is not entitled to.
- iii. In the event that an Account is in the Unclaimed status, HFC Bank shall cease to send Account Statements to the Customer.
- iv. For Joint Account, all statements are addressed to the first-named party (i.e. the First Applicant). HFC Bank assumes no responsibility in this regard.

### **14. ELECTRONIC BANKING SERVICES**

HFC Bank may at its discretion provide one or more electronic banking services to the Customers subject to the following terms and conditions. Electronic banking services shall mean Bank ATM Card (the "Card").

- i. HFC Bank may withdraw at any time all rights and privileges pertaining to the Card.
- ii. HFC Bank is authorised but not obliged to act on any instructions given by telephone/internet which HFC Bank believes in its sole discretion emanate from the Customer, and which are accompanied by the use of the PIN. HFC Bank shall not be liable for acting in good faith on such telephone/internet instructions even where they are given by unauthorised individuals and HFC Bank shall be under no duty to verify the identity of any person giving instructions purportedly on behalf of the Customer.
- iii. The Card and PIN are issued to the Customer entirely at the Customer's risk, and HFC Bank shall bear no liability whatsoever for any loss/damage arising from the issue to the Customer of the Card or respective PIN however caused.
- iv. The Customer shall at all times remain liable for any transactions made by use of the Card and shall indemnify HFC Bank for all loss/

- damage, however caused, by any unauthorised use of the Card/PIN.
- v. HFC Bank's record of transactions processed by the use of the Card shall be conclusive and binding for all purposes and acceptable as documentary evidence.
  - vi. HFC Bank shall debit the relevant HFC Bank Account with the amount of any withdrawal/transfer affected by use of the Card service. HFC Bank will permit withdrawals by ATM for transfers and third party payments up to a daily limit as determined from time to time by HFC Bank at its discretion.
  - vii. No ATM Card shall be available in relation to any Account where more than a single signatory is required.
  - viii. HFC Bank assumes no responsibility and/or liability for inappropriate usages of Customers' ATM Card.

#### **14.1 ATM services**

- i. The ATM card is, and will be at all times, the property of HFC Bank. HFC Bank reserves the right to withdraw, at its discretion, the ATM card and/or any of the services thereby offered at any time without prior notice, and if this happens, the Card might be retained by HFC Bank. The ATM Card shall only be used by the Cardholder and is not transferable and cannot be pledged or charged as a security in any manner whatsoever.
- ii. The Cardholder must surrender the ATM Card upon closure of Account.
- iii. The Cardholder will be responsible for all transactions effected by the use of the ATM card, whether authorised by the Cardholder or not. HFC Bank will not be liable for any unauthorized transactions.
- iv. The Cardholder's Account will be debited with the amount of any withdrawal, transfer and/or other transactions effected by use of the ATM card. The Cardholder will maintain sufficient funds in the Cardholder's Account to meet any such transactions.
- v. The Personal Identification Number (PIN) issued to the Cardholder for use with the ATM card and any number(s) substituted by the Cardholder for that purpose are strictly confidential. PIN should not be disclosed to any third party under any circumstances or by any means whether voluntarily or otherwise. The Cardholder should not keep any written record of any PIN in any place or manner which may enable a third party to use the ATM card.
- vi. Usage of the ATM card is subject to fees and charges. Customer shall refer to the "Customer Service Fees and Charges" for information on HFC Bank's fees and charges related to the use of ATM Card.
- vii. Cardholders can withdraw cash or transfer fund within daily limit of the ATM Card. Cardholders can check his/her ATM daily limit from any HFC Bank Branch, HFC Bank Call Centre or Relationship Manager.
- viii. Cardholders are strongly recommended to change his/her ATM PIN after receiving it for the first time. Cardholder can change his/her PIN at any local HFC Bank ATM whenever he desires, e.g. if he/she is not satisfied with the PIN assigned by HFC Bank, or if he/she believes that the confidentiality of he/she PIN has been compromised.

- ix. The loss or theft of the ATM card and/or disclosure (or suspected disclosure) of ATM PIN should be reported to HFC Bank immediately and confirmed in writing as soon as possible so that HFC Bank can block the card. The Cardholder will be responsible for all transactions effected by use of the ATM card until such notification is made to HFC Bank. HFC Bank will debit the Cardholder's Account with the charge for issuing a replacement ATM card.
- x. Retained HFC Bank ATM Card at any HFC Bank ATMs located within HFC Bank's Branch premises will have to be collected within 14 (fourteen) calendar days from the respective Branch. If the card is not collected from HFC Bank within 14 (fourteen) calendar days, the card will be destroyed by HFC Bank.
- xi. Retained HFC Bank ATM Card at HFC Bank ATMs located outside the Branch premises (off-site) will have to be collected within 14 (fourteen) calendar days from the Branch where the Customer's Account is held. If the Card is not collected from HFC Bank within 14 (fourteen) calendar days, the card will be destroyed by HFC Bank.
- xii. HFC Bank undertakes no responsibility or liability for any ATM card retained in non-HFC Bank ATM. The return of the retained card will be as per the policy and the documentation requirement of HFC Bank owning the ATM.
- xiii. HFC Bank shall cancel any Card linked to dormant and unclaimed Accounts. Issuance fee for new ATM Card will apply if Customer later requests for a Card and such fee will be debited to the Customer's Account.
- xiv. HFC Bank will not be liable for any failure to provide any service or to perform any obligation hereunder involving the ATM card where such failure is attributable to the malfunction or the failure of the ATM card and/or ATM machine or to any dispute which HFC Bank may have with the Cardholder. HFC Bank will not be liable for any loss or damage whatsoever arising from or related to the use of the ATM card or the ATM machine.
- xv. The Cardholder's Account will be debited with such charges as HFC Bank may from time to time consider reasonable with respect to the ATM card. Customer should refer to the Fees and Charges brochure for the applicable charges with respect to the ATM card.
- xvi. In the event that a Customer's Account has been debited but the cash has not been dispensed at any of the HFC Bank ATM, the Customer's Account will be credited automatically. However, in the event cash is dispensed and not taken by the customer within a set timeframe, cash will be retracted automatically back in by the ATM. This cash can be reimbursed to the Customer within 3 (three) working days on Customer enquiry to HFC Bank subject to HFC Bank's standard reconciliation and verification process. In the event that a Customer's Account has been debited but the cash has not been dispensed at any ATM owned by any other bank or organisation that is not HFC Bank, the timeline for cash reimbursement would be as per the policy of the concerned bank or organization.
- xvii. The Cardholder will be held solely responsible for not advising HFC Bank of his/her change in mailing address and thereof liable for any wrongly delivered ATM Card or PIN.
- xviii. HFC Bank reserves the right to ask for clarification, validation and/or supporting documentation relating to any transaction effected by

use of the ATM Card.

- xix. HFC Bank should notify the customer the reasons as to why it is refusing to reissue, renew or replace the customers ATM Card and give them prior written notice in advance before proceeding to do the same.
- xx. Any notice hereunder sent by post/courier will be deemed to have been received by the Cardholder within 7 (seven) days of posting to the address last notified in writing to HFC Bank by the Cardholder. Publication of change by such means as HFC Bank may consider appropriate will constitute effective notice to the Cardholder thereof.
- xxi. HFC Bank reserves the right to add, to delete and/or change any of these Terms and Conditions. Usage of the ATM card after the date upon which any change to these Terms and Conditions is to have effect will constitute acceptance without reservation by the Cardholder of such change.
- xxii. HFC Bank's records or transactions processed by the use of the ATM card shall be conclusive and binding for all purposes.

#### **14.2 Cards Renewal**

HFC Bank ATM cards are valid for three (3) years.

- i. The Customer will receive a letter, thirty days (30) prior to ATM card expiry.
- ii. The Customer will be required to call into the nearest Branch with a valid photo identification to obtain a new ATM Card & PIN.
- iii. The Customer is expected to change the PIN to a number he/she is familiar with.
- iv. The new PIN must not be disclosed to a third party (3rd) person or written on the back of the ATM Card or in a place where it is accessible.
- v. The Customer is required to dispose the opened PIN envelope immediately.
- vi. Any lost or stolen renewed ATM Card must be reported to the nearest HFC Branch. In the cases of stolen ATM Card, this should be also reported to the nearest Police Station.
- vii. Terms and Conditions apply.

#### **15. INTERNET & MOBILE BANKING SERVICES**

- i. Internet and Mobile Banking can be used to check the balance of linked Accounts, view Account history, transfer funds between own linked Accounts, transfer funds to other accounts with HFC Bank not under your name, transfer funds to other local banks, pay bills from your Accounts in the amounts and on the dates you request, make stop payment requests, order deposit book and download statements. Balance and activity information are normally available immediately, within the limitations of communications and computer systems. You can use HFC Bank Internet and Mobile Banking seven days a week, twenty-four hours a day, although Internet and Mobile Banking service may not be available occasionally due to emergency or scheduled maintenance. Internet & Mobile Banking Terms & Conditions apply. Fees & charges also apply as listed in the "Disclosure of HFC Bank Customer Banking Fees & Charges" brochure.

## 16. LAWS AND REGULATIONS APPLICABLE TO HFC BANK

- i. The Customer acknowledges that the holding of Accounts and use of services provided by HFC Bank are subject to the laws of Fiji and other relevant jurisdictions, and to the supervisory authority of the Reserve Bank of Fiji and other applicable regulatory authorities in and other relevant jurisdictions.
- ii. The Customer acknowledges that HFC Bank is required to act in accordance with the laws, regulations and requests of public and regulatory authorities operating in various jurisdictions which relate to, amongst other things, the prevention of money laundering, terrorist financing and the provision of financial and other services to any persons or entities which may be subject to sanctions.

## 17. CUSTOMER INFORMATION

- i. Customers should keep their personal data confidential and dispose of unwanted documents securely; and must not give their cheque books, ATM cards, PIN, Account Statement, etc. to unauthorised person and keep them safely, if necessarily under lock and key.
- ii. HFC Bank will never ask Customer for his/ her Password or PIN. If any Customer receives such a request, he/ she should NOT disclose his/ her Password and should contact HFC Bank immediately.
- iii. The Customer agrees that HFC Bank may at its discretion for any purpose and, in connection with its banking operations, administration and business, for data information, transactions, documents and records collection, processing and storage, inside and outside its country of operation, fraud detection or prevention, suspicious activities, audit inspection, provision of services by any third party, debt collection or if required by any applicable judicial order or statutory provisions, or governmental, statutory or regulatory authorities, share any information, details, data or document relating to the Customer or Customer's Account(s) or transactions. The Customer also agrees and consents that when exercising or performing such duty there might be instances where the customers written authority may be required or in cases the Customer agrees that his legal counsel's representation may be required in cases where the customer deems fit. The Customer agrees that these may be in cases where the bank is required to disclose information in the performance of banks duties or in the course of any prosecution for an offence or in the course of winding up of a licenced financial institution by the High Court of Fiji or when HFC Bank is lawfully required under the provisions of any written law. The Customer also agrees that for any enquiries the customer will provide a legitimate written request and the bank agrees to abide by the customer's request. However, the Bank will observe the rules of confidentiality and customer confidentiality at all relevant times.
- iv. The Customer irrevocably agrees that HFC Bank may transfer or sub-contract the provision of any part of the services provided to the Customer to any third party whether or not that third party operates in another jurisdiction or territory. The Customer agrees and understands that such transfer shall entail sharing any information, details, data or document relating to the Customer or Customer's Account(s) or transactions. HFC Bank shall remain liable to the Customer for any recoverable loss or damage incurred or suffered

- by the Customer as a result of the negligence, breach or default of any such third party, and will require that any such third party maintain the confidentiality of any such information to the same extent as HFC Bank.
- v. HFC Bank and third parties with permitted access to Customer information shall observe customary bank-customer confidentiality duties. Notwithstanding the foregoing, HFC Bank may from time to time disclose information and documents relating to a Customer and Accounts to any governmental or regulatory authority with jurisdiction over HFC Bank pursuant to any judicial order or laws and regulations prevailing from time to time.
  - vi. HFC Bank may abide by restrictions and sanctions imposed by the government and advices from Fiji FIU and Reserve Bank of Fiji, and HFC Bank may at its sole discretion refuse to open, maintain, transact, deal or otherwise become a party to any Account, activities or transactions that may directly or indirectly violate such restrictions and sanctions.
  - vii. HFC Bank may make such enquiries from time to time, in addition to those as may be required by law or regulations applicable to HFC Bank, the Customer, the Account or the service, as HFC Bank may consider appropriate in connection with the Customer and Account with HFC Bank. The Customer agrees to provide HFC Bank with all such information, particulars and documents as HFC Bank may require from time to time to satisfy itself in connection with the Customer's status, background and dealings with HFC Bank. The Customer warrants that all particulars, information and documents which the Customer has given or may give to HFC Bank from time to time shall be accurate, complete, correct and true and that the Customer will notify HFC Bank of any changes thereto from time to time forthwith and in writing.

## **18. CUSTOMER'S RESPONSIBILITIES**

- i. HFC Bank does not give any tax advice to Customers. Customer has full responsibility to fulfill his/her worldwide tax reporting and filing obligations in relation to the Account. HFC Bank expects the Customer to fully comply with all of the Customer's tax obligations. The Customer must provide any information requested by HFC Bank that is required by law to enable HFC Bank to meet its own compliance and tax reporting obligations. Where a referral is made to an external organisation for specific tax advice, the contract for such tax advice is between the Customer and the third party, and any advice provided is the responsibility of the third party and not the responsibility of HFC Bank.
- ii. In order to comply with any request for information ("Tax Information Request") made by any Tax Authority in accordance with any local or foreign law, legislation or regulation and/or to satisfy HFC Bank's Tax Reporting and Accounting Obligations, the Customer agrees that HFC Bank may gather, store, use, process, disclose and report to any such Tax Authority any Personal Tax Information, Financial Information or Additional Information that HFC Bank holds or that the Customer provides to HFC Bank.
- iii. Within 30 (thirty) days of the date of HFC Bank's written request (the "Request"), if required the Customer agrees to provide HFC

- Bank with any Personal Tax Information, Financial Information or Additional Information that is specified in the Request (individually or collectively, the “Required Information”).
- iv. If the Customer fails to provide HFC Bank with any of the Required Information or to take such other action as is specified by HFC Bank in the Request within the time period specified in the Request, HFC Bank shall be entitled to reach whatever conclusions HFC Bank considers to be appropriate as to the status of the Account including that the Account falls within the terms of the Tax Information Request or is otherwise reportable to the Tax Authority and HFC Bank shall be entitled to comply with its Tax Reporting and Accounting Obligations accordingly, irrespective of the actual status of the Account.
  - v. The Customer agrees to inform HFC Bank promptly in writing if any of the Customer’s Personal Tax Information changes.
  - vi. If the Customer fails to provide HFC Bank with any of the Required Information within the time period in the Request, HFC Bank shall be entitled to do the following without incurring any liability to the Customer:
    - a. Upon giving the Customer 30 (thirty) days’ notice in writing, to deduct or withhold tax or any other sum or levy from the Customer’s Account or from any payment or benefit that is payable to the Customer by HFC Bank or credited to the Customer’s Account; and to pay over or otherwise account for any such tax or equivalent sum to the relevant Tax Authority in accordance with HFC Bank’s Tax and Accounting Obligations and whether calculated by HFC Bank or as specified by a Tax Authority in accordance with any law, legislation or regulation of or any foreign country; and/or
    - b. To close the Customer’s Account, suspend or cease to provide services to the Customer or in relation to the Account and/or terminate HFC Bank’s relationship with the Customer.
  - vii. Notwithstanding the above provision, the Customer authorises HFC Bank to deduct at source, any applicable tax or withholding tax for interest income.

## **19. CUSTOMER’S SECURITY DUTIES**

The Customer agrees that:

- i. It is the Customer’s responsibility to keep his/her personal data confidential and to dispose of unwanted documents securely.
- ii. It is the Customer’s responsibility to keep all Cards, PINs, passwords, cheque books and any other means of obtaining access to Accounts secure and under personal control at all times, and if the Customer fails to do so, HFC Bank shall not be liable for any loss suffered by the Customer. The Customer must take precautionary measures to prevent security breaches such as, but not limited to:
  - Not changing the PIN or password to a number and/or name (i) which may be easy to guess such as dates of birth, telephone numbers, names, initials, etc.; or (ii) which is a sequence of numbers associated with the Account number;
  - Not disclosing the PIN or password to anyone (including HFC Bank’s staff) and not stating it in any instructions given to HFC Bank whether verbally, in writing or by facsimile;
  - Never making a record of the PIN or password in a way that



might be understood by someone else;

- Never writing the PIN or password on the Card or Account statement or anything that is connected with HFC Bank;
- Promptly destroying any advice from HFC Bank concerning the PIN after receipt; and
- Informing HFC Bank immediately if the Customer knows or suspects that someone else knows the PIN or password.
- All transactions carried out using any Card, PIN or password shall be taken as “authorised transactions” if the Card and the corresponding PIN or password was used and the security of HFC Bank’s fund transfer system was fully functional on that day.

## **20. INTERESTS**

- i. For overdrawn Accounts, interest is charged at prevailing interest rates on daily outstanding balance. The rates of interest on savings, Term Deposits are displayed at Bank’s counters.
- ii. Interest is calculated as prescribed for each of the products in the product brochure.
- iii. The interest will be credited into the Account depending on the Account type held by the Customer.
- iv. Time Deposit will be automatically renewed on the due date at the prevailing rate of interest as per the maturity instruction provided by the Customer at the time of opening the Term Deposit.
- v. Unless prior notice is received, HFC Bank will automatically renew the deposit plus accrued interest for the same period on the maturity date at the prevailing rate of interest.
- vi. The rate of interest payable is subject to the directives that may be issued by the regulators from time to time and prevailing tax legislation or any direction by any court of law.

## **21. FEES AND CHARGES**

- i. All administration, handling, service, finance or other charges are to be paid by the Customer to HFC Bank for any service provided or action taken in relation to the Customer’s Account(s) and shall be levied at such rates as HFC Bank may from time to time prescribe for that purpose, and any such charges may be debited from the Customer’s Account(s) with HFC Bank. The Customer is responsible for maintaining sufficient balance in the Account(s) to enable HFC Bank to debit the Account for fees or charges. Where there is insufficient credit in the Account, HFC Bank reserves the right to reject provision of relevant services. Where any sum is required to be converted into another currency, such conversion shall be effected at HFC Bank’s then prevailing rate of exchange for such currency.
- ii. HFC Bank reserves the right to amend and modify the fees, charges and tariff, with 30 days prior notice to Customers. The amended fees, charges and tariffs shall be available in any HFC Bank Branch, published in relevant media and also updated in the public website of HFC Bank and it shall be the responsibility of the Customers to keep themselves updated with the prevailing rates of all fees and charges. The Customer may obtain, from any of the Branches of HFC Bank, the prevailing rates of all charges, fees, tariffs as may from time to time be prescribed by HFC Bank.

## **22. INACTIVE, DORMANT & UNCLAIMED MONIES ACCOUNTS**

- i. Inactive Accounts – Your account will become Inactive if there are no Deposits or Withdrawals from your account after twelve (12) months or one (1) year from the date of your last active Deposit or Withdrawal Transaction.
- ii. Dormant Accounts – Your account will become Dormant if there are no Deposits or Withdrawals from your account after thirty six (36) months or three (3) years from the date of your last active Deposit or Withdrawal Transaction. This status follows the Inactive period of 12 Months.
- iii. Unclaimed Monies Accounts – Following the Dormancy status and after a period of one hundred & twenty (120) months or ten (10) years of non-activity of any Deposit or Withdrawal from your account since your last active Deposit or Withdrawal transaction; the Funds will be transferred to the Reserve Bank of Fiji (RBF) after publication.
- iv. Call into the nearest HFC Branch to lodge a written request for any Unclaimed Monies
- v. Terms and Conditions apply.

## **23. DOCUMENT MANAGEMENT**

The Customer acknowledges that HFC Bank is not obliged to provide copies of any cheques, cashier's orders, bank drafts, receipts, confirmations, advices, vouchers, documents, recordings or other items (collectively, "Documents") relating to any type of Account:

- i. After HFC Bank has completed the relevant transaction;
- ii. After the Documents have been archived electronically or microfilmed by HFC Bank (i.e. scanned or digital image forms)
- iii. After the Account has been closed by the Customer or by HFC Bank.

The Customer agrees that HFC Bank shall not be liable for any loss suffered by the Customer due to the unavailability of the Documents which have been dealt with by HFC Bank according to HFC Bank's Record Management policy.

## **24. "KNOW YOUR CUSTOMER"**

The Customer acknowledges that HFC Bank is required to carry out a due diligence to identify and to find out the background of its Customer. The Customer agrees to sign such declarations, do such acts and/ or provide such documents requested by HFC Bank for this purpose within the required time period, and that not doing so may result in HFC Bank suspending, closing or limiting the usage of the Account including but not limited to disallowing any transfer of funds to third parties. If the Account is to be closed, HFC Bank reserves the right to return the funds in the Account to the source from where it came.

## **25. MISCELLANEOUS**

- i. Each Account will be allocated a distinct number which should be quoted by Customers when writing to HFC Bank with their authorised signatures for any banking transactions or services.
- ii. The Customer agrees to promptly notify HFC Bank of any changes in the Customer's address, telephone, mobile phone, fax number(s) and/or e-mail in writing or via channels made available by HFC

Bank. Pending receipt of such notice, HFC Bank shall send all communications to the latest address and/or number(s) stated in HFC Bank's records and shall not be liable for any loss suffered by the Customer.

- iii. Customer transactions will be entertained according to the relevant regulations and Bank's standard procedures and during the normal banking hours that may be in force from time to time.
- iv. HFC Bank will not execute any Customer instruction over phone, fax, and e-mail. Holders of Non-Resident Accounts should advise HFC Bank immediately upon return if they intend to take permanent residence in Fiji. All Foreign Currency Related transactions will be governed by local foreign exchange regulations.
- v. Accounts upon which an attachment order or other legal notice prohibiting operation of the Account has been received will be ruled off and no further operations will be allowed till such time as the prohibiting order is removed.
- vi. HFC Bank may without notice combine or consolidate Account(s) with any liabilities to HFC Bank and set-off or transfer any sum/s outstanding to the credit of such Accounts or any other sum/s owing to the Customer from HFC Bank in or towards satisfaction of the Customer's liabilities to HFC Bank on any other respect whether such liabilities be actual or contingent, primary or collateral and several or joint.
- vii. The Customer confirms that the Customer is the legal owner of all amounts deposited and instruments given for collection from time to time in the Customer's Account with HFC Bank and in the event the legal owner or owners is/are any other, the Customer undertakes to keep HFC Bank informed of its forthwith.
- viii. All fees, charges, out-of-pocket expense, legal or professionals fees, in respect of any Account and service shall be at such rates and amounts as HFC Bank may from time to time prescribe or determine, and debited without prior notice or consent from any Account of the Customer.
- ix. Any notice, demand, intimation or other communication by HFC Bank to a Customer may be sent, in the discretion of HFC Bank, either by post, courier, telex, or personal delivery at the last known address of the Customer as recorded with HFC Bank, and shall be deemed to have been delivered and received within three days of delivery.
- x. HFC Bank shall meet its obligations exclusively at the Branch office where the Account is maintained by a Customer. The Customer shall not have any recourse against the head office or any Branch of HFC Bank outside in respect of any payment or performance of any obligation with regard to the Account(s) of the Customer or services offered or provided to the Customer from time to time by HFC Bank.
- xi. HFC Bank reserves the right to amend the Regulatory Terms and Conditions such as current tariffs without any notice. Customers are expected to keep themselves updated with the current tariff including Government charges such as – Tax, VAT, Excise duty, etc.

If more than one person signs or agrees to be bound by these Terms and Conditions, the obligation of such persons hereunder will be joint and several and, as the context may require words herein denoting the singular only will be deemed to include the plural. Any notice hereunder to any one such person will be deemed effective notification to all such persons.

For further information, please contact any HFC Bank Branch.



**HEAD OFFICE**

HFC Centre  
371 Victoria Parade, Suva  
PO Box 161, Suva  
Phone: 3316555  
Fax: 3304171  
Mobile short code: 5500

**SUVA**

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371 Victoria Parade, Suva  
PO Box 161, Suva  
Phone: 3316555  
Fax: 3316377  
Mobile short code: 5500

**LAUTOKA**

163 Vitogo Parade  
PO Box 3984, Lautoka  
Phone: 6663366  
Fax: 6662004  
Mobile short code: 5501

**NADI**

RB Patel Jetpoint  
Complex, Martintar  
PO Box 9449, Nadi Airport  
Phone: 6721257  
Fax: 6721258  
Mobile short code: 5502

**LABASA**

Main Street  
PO Box 3120, Labasa  
Phone: 8814188  
Fax: 8814377  
Mobile short code: 5503

**NAKASI**

Rups Mega Complex, Nakasi  
PO Box 8207, Nakasi  
Phone: 3410055  
Fax: 3410056  
Mobile short code: 5504

**GANILAU HOUSE**

Ganilau Building, Scott Street, Suva  
PO Box 161, Suva  
Phone: 3316246  
Fax: 3304612  
Mobile short code: 5515