



HIGHLY RESTRICTED

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## DEPOSITS POLICY - INDIA BRANCH

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## SUMMARY OF CHANGES

Version	Date	Summary of Changes	Documented by	Major Revision Description
1.0	Jan 2025	Review with no changes	Ganesh Chaudhari	



This policy is reviewed and approved by:

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And Approved by Head of Working Unit

No	Name	Decision	Date	Signature
1.	Golfina Kusmarningrum	<input type="checkbox"/> Approved <input type="checkbox"/> Approved with notes <input type="checkbox"/> Not Approved		
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**Table of Contents**

I.	PRELIMINARY.....	8
1.	Introduction .....	8
2.	Purpose .....	8
3.	Scope and Application .....	8
4.	Acknowledgement .....	Error! Bookmark not defined.
5.	Owner .....	Error! Bookmark not defined.
II.	General Requirements: .....	Error! Bookmark not defined.
III.	Specific Requirements: .....	9
1.	Type of Deposit Accounts .....	9
2.	Account Opening ad Operation of Deposit Accounts .....	9
3.	Extension of Alternate Delivery Channels to Savings & Current account holders .....	13
4.	Interest Payments .....	13
5.	Minor's Accounts.....	14
6.	Account of Iliterate Persons .....	15
7.	Account of Visually Challenged Persons.....	15
8.	Addition or Deletion of Names of Joint Account Holders .....	15
9.	Customer Information.....	15
10.	Secrecy of Customer's Account .....	16
11.	Premature Withdrawal of Term Deposit .....	16
12.	Premature Renewal of Term Deposit.....	16
13.	Renewal of Term Deposits .....	16
14.	Advance Against Deposits .....	17
15.	Settlement of Dues In Deceased Depositor's Account.....	17
16.	Interest Payable On Term Deposit In Deceased Depositor's Account.....	18
17.	Insurance Cover for Deposits .....	18
18.	Stop Payment Facility .....	18
19.	Dormant Accounts.....	18
20.	Accounts of Transgender persons.....	19
21.	Closure of Accounts.....	19
IV.	EFFECTIVE ISSUE DATE.....	20



## REFERENCE DOCUMENT

No.	DOCUMENT
1.	Banking Regulation Act, 1949 , by Reserve Bank of India



**DEFINITION****Commented [IJF1]:** Please complete

NO	TERM	DEFINITION
1	KYC	Know Your Customer
2	BSBDA	Basic Savings Bank Deposit Accounts
3	HUF	Hindu Undivided Family
4	RBI	Reserve Bank of India
5	TDS	Tax Deducted at Source
6	Minor	Individual who is less than 18 years age
7	Senior Citizen	Individual who is more than 60 years age

## **I. PRELIMINARY**

### **1. Introduction**

PT Bank Maybank Indonesia TBK, Mumbai Branch accepts deposits from the public for the purpose of lending. The depositors and their interest are enshrined in the Banking Regulation Act, 1949. The Reserve Bank of India is empowered to issue directives/advices on interest rates on deposits and other aspects regarding conduct of deposit accounts from time to time. With liberalization in the financial system and deregulation of interest rates, Banks are now free to formulate deposit products within the broad guidelines issued by RBI.

### **2. Purpose**

This policy document on deposits outlines the guiding principles behind formulation of various deposit products offered by the bank and terms and conditions governing the conduct of the Accounts. The document recognizes the rights of the depositors and aims at dissemination of information with regard to various aspects of acceptance of deposits from the members of the public, conduct and operations of various deposit accounts, payment of interest on various deposit accounts, closure of deposit accounts, method of disposal of deposits of deceased depositors, etc., for the benefit of customers.

### **3. Scope and Application**

This policy is applicable to all employees of MBI India in connection with their activities with respect to the adherence of the points mentioned in the Standard Operating Procedure of Deposit Policy.

### **4. Approval**

This procedure is approved by Head of Working Unit.

### **5. Owner**

Owner of this policy is Corporate Secretary.

Proposed by MBI India and Global Banking - International Operation

## II. GENERAL REQUIREMENTS

PT Bank Maybank Indonesia TBK, Mumbai Branch accepts deposits from the public for the purpose of lending. The depositors and their interest are enshrined in the Banking Regulation Act, 1949. The Reserve Bank of India is empowered to issue directives / advices on interest rates on deposits and other aspects regarding conduct of deposit accounts from time to time. With liberalization in the financial system and deregulation of interest rates, Banks are now free to formulate deposit products within the broad guidelines issued by RBI.

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While adopting this policy, the bank reiterates its commitments to individual customers outlined in the Code of Bank's Commitment to Customers adopted by the banks. This document is a broad framework under which the rights of common depositors are recognized. Detailed operational instructions on various deposit schemes and related services are being issued from time to time.

### III. SPECIFIC REQUIREMENT

#### 1. Types of Deposit Accounts

While various deposit products offered by the bank are assigned different name, the deposit products can be broadly categorized into the following types. Definition of major deposit schemes are as under:

- a. "Demand deposit" means a deposit received by the bank which is withdrawable on demand;
- b. "Savings deposit" means a form of demand deposit which is subject to restrictions as to the number of withdrawals as also the amount of withdrawals permitted by the bank during any specified period;
- c. "Term deposit" means a deposit received by the bank for a fixed period withdrawable normally after the expiry of the fixed period.
- d. "Current Account" means a form of demand deposit wherefrom withdrawals are allowed any number of times depending upon the balance in the account or up to a particular agreed amount and will also include other deposit accounts which are neither Savings Deposit nor Term Deposit.

#### 2. Account Opening and Operation of Deposit Accounts

The bank before opening any deposit account will carry out due diligence as required under "Know Your Customer" (KYC) guidelines issued by RBI and Prevention of Money Laundering Act and/or such other norms or procedures as per the Customer Acceptance Policy of the bank.

- a. The bank is committed to providing basic banking services to disadvantaged sections of the society. Banking services will be offered to them through Basic Savings Bank Deposit Accounts (BSBDA) and Small Savings accounts will be opened with relaxed customer acceptance norms as per regulatory guidelines.
- b. The account opening forms and other material would be provided to the prospective depositor by the Bank. The same will contain details of information to be furnished and documents to be produced for verification and/ or for record. It is expected of the bank official opening the account to explain the procedural formalities and provide necessary clarification sought by the prospective depositor when he approaches for opening a deposit account.

- c. Customer also can avail other banking product services offered by bank from time to time like- Internet banking facility which is offered to its Savings Bank and Current Account.
- d. The regulatory guidelines require banks to categorize customers based on risk perception and prepare profiles of customers for the purpose of transaction monitoring. Inability or unwillingness of a prospective customer to provide necessary information/details could result in the bank not opening an account.
- e. Inability of an existing customer to furnish details required by the bank to fulfill statutory obligations could also result in closure of the account after due notice(s) is provided to the customer.
- f. For deposit products like Savings Bank Account and Current Deposit Account, the bank will normally stipulate certain minimum balances to be maintained as part of terms and conditions governing operation of such accounts. Failure to maintain minimum balance in the account will attract levy of charges as specified by the bank from time to time. For Saving Bank Account, the Bank may also place restrictions on the number of transactions, cash withdrawals etc. during given period. Similarly, the bank may specify charges for issuance of cheque books, additional statement of accounts, folio charges, etc. All such details regarding terms and conditions for operation of the account and schedule of charges for various services provided will be communicated to the prospective depositor while opening the account.
- g. Savings Bank Accounts can be opened for eligible person / persons and certain organizations / agencies (as approved by Reserve Bank of India from time to time).
- h. Current Accounts can be opened by individuals / partnership firms / Private and Public Limited Companies / HUFs / Specified Associates / Societies / Trusts, Departments of Authority created by Government (Central or State), Limited Liability Partnership etc.
- i. Term Deposits Accounts can be opened by individuals / partnership firms / Private and Public Limited Companies / HUFs/ Specified Associates / Societies / Trusts, Departments of Authority created by Government (Central or State), Limited Liability Partnership etc.
- j. The due diligence process, while opening a deposit account will involve satisfying about the identity of the person, verification of address, satisfying about his occupation and source of income. Obtaining introduction (if required) of the prospective depositor

from a person acceptable to the bank and obtaining recent photograph of the person/s opening/operating the account are part of due diligence process.

- k. In addition to the due diligence requirements, under KYC norms, the bank is required by law to obtain AADHAAR Number, Permanent Account Number (PAN) or alternatively declaration in Form No. 60 or 61 as specified under the Income Tax Act / Rules and PMLA Rules amended vide notification dated 1<sup>st</sup> June 2017 and subsequent amendments (and thereafter subject to the final judgment of the Hon'ble Supreme Court).
- l. Deposit accounts can be opened by an individual in his own name (known as account in single name) or by more than one individual in their own names (known as Joint Account).
- m. Operation of Joint Account - The Joint Account opened by more than one individual can be operated by single individual or by more than one individual jointly. The mandate for operating the account can be modified with the consent of all account holders. The Savings Bank Account opened by minor jointly with natural guardian/guardian can be operated by such guardian only.
- n. The joint account holders can give any of the following mandates for the disposal of balance in the above accounts:
  - **Either or Survivor:** if the account is in the name of two individuals say, A & B, the final balance along with interest, if applicable, will be paid to either of account holders i.e. A or B, on date of maturity or to the survivor on death of any one of the account holders.
  - **Anyone or Survivor:** If the account is in the name of two or more individuals say, A, B & C, the final balance along with interest if applicable, will be paid to any of account holders i.e. A or B or C, on the date of maturity.  
On the death of any one of account holder say A, the final balance along with interest if applicable, will be paid to any two of the surviving account holders i.e. B or C. On the death of any two of account holder say A and B, the final balance along with interest if applicable, will be paid to surviving account holder i.e. C.
  - **Former or Survivor:** If the account is in the name of two individuals say, A & B, the final balance along with interest, if applicable, will be paid to the former i.e. A on date of maturity and to the survivor on death of anyone of the account holders.

- **Later or Survivor:** If the account is in the name of two individuals say, A & B, the final balance along with interest, if applicable, will be paid to the latter i.e. B on date of maturity and to the survivor on death of anyone of the account holders.

The above mandates will be applicable to or become operational only on or after the date of maturity of term deposits. This mandate can be modified by the consent of all the account holders.

Now if the joint depositors prefer premature withdrawal of deposits in accordance with the mandate of 'Either or Survivor', 'Anyone or Survivor' or 'Former or Survivor', bank may allow premature withdrawal of term deposits to the surviving depositor/s without seeking concurrence of legal heirs of the deceased deposit holder, provided all the depositors have given a specific joint mandate for the said purpose at the time of opening the account or any time subsequently during the tenure of the deposit.

At the request of the depositor, the bank will register mandate/power of attorney given by him authorizing another person to operate the account on his behalf.

- o. The term deposit account holders at the time of placing their deposits can give instructions with regard to closure of deposit account or renewal of deposit for further period on the date of maturity.
- p. In case of absence of any instructions deposits will be treated as an auto renewal deposit and would be renewed for a similar period as that of matured deposit.
- q. Nomination facility is available on all deposit accounts opened by individuals. Nomination is also available to an account opened by a sole proprietor. Nomination can be made in favour of one individual only. Nomination so made can be cancelled or changed by the account holder/s any time. While making a nomination, cancellation or change thereof, it is required to be witnessed by a third party if the account holder is illiterate. Nomination can be modified by the consent of account holder/s. Nomination can be made in favour of a minor also. In such cases at the time of making nomination, depositor has to give a name of person (called appointee) who is a major and will receive the amount of deposit on behalf of the nominee in the event of death of the account holder during the minority of the nominee.
- r. Bank recommends that all depositors avail of the nomination facility. The nominee, in the event of death of the depositor/s, would receive the balance outstanding in the account as a trustee of the legal heirs. The depositor will be informed of the advantages of the nomination facility while opening a deposit account.

- s. A statement of account will be provided by the bank to Savings Bank as well as Current Deposit Account holders periodically as per terms and conditions of opening of the account.

### **3. Extension of Alternate Delivery Channels to Savings Bank & Current Deposit account holders**

The bank offers internet banking to customers for conducting their banking transactions. Wherever such electronic facilities are offered as a part of the basic account/product, bank will obtain specific consent of the customers after explaining the risk associated for availing the facility.

### **4. Interest Payments**

- a. Interest shall be paid on savings bank account at the rate as decided by bank within the general guidelines issued by the RBI directive from time to time. Further, in terms of RBI directives dated 03.03.2016 the interest on domestic rupee savings deposit accounts shall be calculated on the daily product basis at quarterly or shorter intervals.
- b. However term deposit interest rates are decided by the bank within the general guidelines issued by the Reserve Bank of India from time to time. In terms of RBI directives Interest is calculated at quarterly intervals on term deposits and paid at the rate decided by the bank depending upon the period of deposits. Interest on deposits repayable for less than 3 months or where the terminal quarter is incomplete, interest shall be paid proportionately, on maturity, for the actual number of days reckoning the year at 365 days. In case of monthly deposit scheme, the interest shall be calculated for the quarter and paid monthly at discounted value.
- c. The rate of interest on deposits will be prominently displayed in the branch premises and on the bank's website. Changes, if any, with regard to deposit schemes and other related services shall also be communicated upfront and shall be prominently displayed.
- d. The bank has statutory obligation to deduct tax at source if total interest paid/ payable on all term deposits held by a person exceed the amount specified under the Income Tax Act. The bank will issue a tax deduction certificate (TDS Certificate) for the amount of tax deducted. The depositor, if entitled to exemption from TDS can submit declaration in the prescribed format at the beginning of every financial year.

### **5. Minors' Accounts**

- a. Saving Bank account and Term Deposit Accounts can be opened in the name of minor (known as Minor's Account) by natural guardian or guardian appointed by court (legal

guardian). Savings Bank Account or Term Deposit Account can also be opened in the name of a minor jointly with a natural guardian or with mother as the guardian (known as Minor's Account) or jointly with a major, where minor is represented by natural guardian.

- b. On attaining majority, on the same day account should be inoperative till the time customer converts the minor account to major with required KYC documents. Thus, banks should initiate the prior communication to Minor accounts that would attain to majority. The erstwhile minor should confirm the balance in his/her account and if the account is operated by the natural guardian / guardian, fresh specimen signature of the erstwhile minor duly verified by the natural guardian would be obtained and kept on record.

**6. Account of Illiterate Persons**

The bank may at its discretion open deposit accounts other than Current Accounts of an illiterate person. The account of such person may be opened provided he/she calls on the Bank personally along with a witness who is known to both the depositor and the Bank. Normally, no cheque book facility is provided for such Savings Bank Account. At the time of withdrawal/repayment of deposit amount and/or interest, the account holder should affix his / her thumb impression or mark in the presence of the authorized officer who should verify the identity of the person. The Bank will explain the need for proper care and safe keeping of the passbook etc. given to the account holder. The bank official shall explain the terms and conditions governing the account to the illiterate person.

**7. Account of Visually Challenged Persons**

Bank will facilitate opening of Saving Bank accounts as well as Term Deposit accounts of persons with visual impairment. Such accounts will be operated by the account holder personally. Cheque book facility will be made available. Such account holders will have to be present before the branch official and affix thumb impression and they will be identified through their photograph to facilitate operations. Bank is also committed in introducing technology banking facilities progressively via ATM & Internet banking in keeping with the availability of supporting technology which will enable visually challenged persons to operate their own accounts.

**8. Addition or Deletion of the Name/s of Joint Account Holders**

The bank may at the request of all the joint account holders allow addition or deletion of name/s of joint account holder/s if the circumstances so warrant or allow an individual depositor to add the name of another person as a joint account holder.

**9. Customer Information**

The customer information collected from the customers shall not be used for cross selling of services or products by the Bank, its subsidiaries and affiliates. If the bank proposes to use such information, it should be strictly with the consent of the account holder.

However if the bank receives instructions from any regulator e.g. Court / Police / Income Tax / CBI etc, asking for information / documents of a client, then the bank is bound to comply with such instructions.

**10. Secrecy of Customer's Accounts**

The bank shall not disclose details/particulars of the customer's account to a third person or party without the expressed or implied consent from the customer. However, there are some exceptions, viz. disclosure of information under compulsion of law, where there is a duty to public to disclose and where interest of the bank requires disclosure.

**11. Premature Withdrawal of Term Deposit**

The Bank, on a request from the depositor, at its discretion may allow withdrawal of term deposit before completion of the period of the deposit agreed upon at the time of placing the deposit. The bank shall make depositors aware of the applicable rate along with the deposit rate. The bank shall declare their penal interest rates policy for premature withdrawal of term deposit.

**12. Premature Renewal of Term Deposit**

In case the depositor desires to renew the deposit by seeking premature closure of an existing term deposit account, the bank will permit the renewal at the applicable rate on the date of renewal, provided the deposit is renewed for a period longer than the balance period of the original deposit. While prematurely closing a deposit for the purpose of renewal, interest on the deposit for the period it has remained with the bank will be paid at the rate applicable on the date of deposit to the period for which the deposit remained with the bank and not at the contracted rate. Further the bank may levy penalty for pre-mature closure of an existing deposit at such rates as may be decided by the bank from time to time.

**13. Renewal of Term Deposits**

Depositors can give instructions at the time of opening the account for payment of maturity proceeds to their accounts or by NEFT/RTGS or for renewal of the deposit for the period of their choice. In the absence of any instructions from customer, the bank will renew the deposit on due date for the same period for which the matured deposit was placed. If request for renewal is received after the date of maturity, such deposits will be renewed with effect from the date of maturity at interest rate applicable as on due date, provided such request is received within 14 days from the date of maturity. In respect of request received after 14 days from the date of maturity, interest for the overdue period will be paid separately at interest rate prevailing on the maturity date or date of renewal whichever is lower applicable for the period of overdue.

**14. Advance Against Deposits**

The Bank may consider request of the depositor/s for loan / overdraft facility against term deposits after execution of necessary security documents. The Bank will also consider a loan against a deposit standing in the name of minor, however a suitable declaration stating that the loan is for the benefit of the minor is to be furnished by the depositor-applicant.

#### **15. Settlement of Dues In Deceased Depositor's Account**

- a. Bank will follow a simplified procedure for settlement of accounts of deceased account holders. The claims in respect of deceased depositors and release of payments to survivor(s)/nominees will be made within a period not exceeding 15 days from the date of receipt of the claim subject to the production of proof of death of the depositor and suitable identification of the claimant(s) to the bank's satisfaction.
- b. If the depositor has registered a nomination with the Bank - the balance outstanding in the account of the deceased depositor will be transferred to the account of / paid to the nominee after the Bank satisfies itself about the identity of the nominee, etc.
- c. The above procedure will be followed even in respect of a joint account where nomination is registered with the Bank.
- d. In a joint deposit account when one of the joint account holders dies, the Bank is required to make payment jointly, to the legal heirs of the deceased person and the surviving depositor(s). However, if the joint holders had given mandates for disposal of the balance in the account in the forms such as either or survivor, former / latter or survivor, anyone or survivors or survivor; etc., the payment will be made as per the mandate to avoid delays in production of legal papers by the heirs of the deceased.
- e. In the absence of nomination and when there are no disputes among the claimants, the Bank will pay the amount outstanding in the account of deceased person against joint application by all legal heirs or the person mandated by the legal heirs to receive the payment on their behalf without insisting on legal documents up to INR 100,000/- the limit approved by the MANCO. This is to ensure that the common depositors are not put to hardship on account of delays in completing legal formalities. For the amount outstanding over the prescribed limit the necessary legal formalities as prescribed by the Bank from time to time need to be completed.

**16. Interest Payable On Term Deposit In Deceased Depositor's Account**

- a. the event of the death of the depositor before the date of maturity of the deposit and amount of the deposit is claimed after the date of maturity, the Bank shall pay interest at the contracted rate till the date of maturity. From the date of maturity to the date of payment, the Bank shall pay simple interest at the applicable rate operating on the date of maturity, for the period for which the deposit remained with the Bank beyond the date of maturity.
- b. If the amount of deposit is claimed before the date of maturity, interest at the rate applicable to the period for which the deposit has remained with the bank will be paid.
- c. However, in the case of death of the depositor after the date of maturity of the deposit, interest shall be paid at the contracted rate till the date of maturity and the bank shall pay interest at savings deposit rate operative on the date of maturity, from the date of maturity till the date of payment.

**17. Insurance Cover for Deposits**

All bank deposits are covered under the insurance scheme offered by the Deposit Insurance And Credit Guarantee Corporation of India (DICGC). The details of the insurance cover in force will be made available to the depositor.

**18. Stop Payment Facility**

The bank will accept stop payment instructions from the depositors in respect of cheques issued by them. Charges, as specified, will be recovered.

**19. Dormant Accounts**

Accounts which are not operated for a period of two years will be classified as dormant /inoperative accounts in the interest of the depositor as well as the bank. The depositor will be informed of charges, if any, which the bank will levy on dormant/inoperative accounts. The depositor can request the bank to activate the account for operating it after complying with the conditions as per KYC norms.

**20. Accounts of Transgender persons**

- a. In case of a person claiming to be transgender and needs to open account or to do any banking transaction, the person will be recognized as “Third Gender” and the details shall be accepted in the AOFs/ or other applicable forms as such.
- b. The salutation of such person shall be “Mx”
- c. All transgender customers shall be treated equally to other male/ female customers without any discrimination.

**21. Closure of Accounts****a. Customer Induced**

Savings/ Current Account Closure will be closed on customers request subject to clearance of pending charges provided the accounts are not lien marked or frozen by enforcement authorities.

Accounts can be closed on written request of the depositor. Request for closure of account should state the reason for closure and transfer instructions for balance transfer. The unused cheque leaves must accompany such request or the declaration stating the same has been destroyed. Joint accounts can be closed only at the request of all such joint signatories.

**b. Bank induced**

Under normal circumstances, we will not close depositors account without giving at least 30 days' notice indicating the reasons for such closure. In such cases, account holder will be required to make alternate arrangements for cheques already issued and desist from issuing any fresh cheques on such account. The bank may initiate auto closure of accounts by giving 30 days advance notice to the customer in case of any of the following events:

- Customer using the savings accounts for the purpose of business transactions
- The account activity and transactions value is not commensurate with the customer profile as per risk categorization norms of the bank
- Any other reasons as may be decided by the bank based on internal policies

Closure of Term deposits without premature closure facility can only be allowed in circumstances as given below;

- Death of depositor/first depositor in case of joint account
- Bankruptcy of the depositor/
- In case of specific order from Government/Regulator
- In case of court order
- In case of any other special circumstances/exigencies.

#### **IV. EFFECTIVE ISSUE DATE**

This policy is hereby conveyed, so that it can be implemented and effective from the date of issue.