

SEYLAN SAVINGS PLANNER / SEYLAN KIDS SAVINGS PLANNER

ACCOUNT TERMS & CONDITIONS

The terms and conditions for **Seylan Savings Planner / Seylan Kids Savings Planner** Accounts (hereinafter sometimes referred to as “**SSP** or **SKSP** Accounts” respectively) opened and maintained at **Seylan Bank PLC** (Company Registration No. PQ 9) having its registered office at “Seylan Towers”, No. 90, Galle Road, Colombo 3 (hereinafter referred to as the “**Bank**”) are as follows;

OPENING OF ACCOUNT

1. A **SSP / SKSP** account can be opened by any person or a persons who is/are over 18 years of age at the time of opening the account (hereinafter individually and/or collectively referred to as the “Customer”), upon completion of the Bank’s account opening documentation and approved by the Bank.
2. The **SKSP** Customer should nominate a minor in the account opening mandate who shall be the beneficiary of the **SKSP** account balance in the event of a death of the Customer prior to the Maturity Date (hereinafter referred to as the “Minor”). In addition to the mandatory documents required, the original birth certificate of the Minor should be produced to the Bank at the time of opening the account for perusal which will be returned after retaining a copy for Bank’s record purposes.
3. Once the Account Number is given, it should be quoted in all correspondence with the Bank and on all deposit slips. The Bank reserves the right to change the Account Number so given with notice to the Customer.

MATURITY TARGET AMOUNT AND MATURITY DATE

4. **SSP / SKSP** accounts can be opened with a minimum Maturity Target Amount of Rs. 100,000/- and a maximum Maturity Target Amount of Rs. 10,000,000/-. The Maturity Target Amount in United States Dollars (USD) shall be within USD 1,000/- to USD 50,000/- and accepted only for **SSP** accounts. The “Maturity Target Amount” (hereinafter referred to as “**MTA**”) means the amount which the Customer contracts with the Bank to receive on the Maturity Date under the **Seylan Savings Planner / Seylan Kids Savings Planner** (hereinafter referred as the “Savings Plan”), subject to the Bank’s terms and conditions.
5. **SSP** Customers can choose to achieve the **MTA** in a minimum period of 2 years and a maximum period of 5 years or any other such period as the Bank may decide from time to time.
6. **SKSP** Customers can choose to achieve the **MTA** in a minimum period of 3 years and a maximum period up to 18 years provided however that the Minor shall not be over 18 years of age on the Maturity Date. “Maturity Date” means the date on which the Customer contracts with the Bank and chosen to receive the **MTA** under the Savings Plan, subject to the Bank’s terms and conditions.

7. At the time of opening a **SSP / SKSP** account, the Customer shall choose the **MTA** subject to clause 4 above and if he wishes to receive the **MTA** under the Savings Plan on the Maturity Date, it should be indicated in the account opening form. At the time of opening the account, the Bank will inform the Customer the monthly installment and the due date to be deposited into the account to be eligible to receive the **MTA** on the Maturity Date.

INSTALLMENTS

8. The Customer undertakes and agrees to deposit the specified monthly installment into the **SSP / SKSP** account on or before the due date as informed by the Bank. Direct cash deposit or fund transfer will be accepted as the initial/first installment. Installments thereafter should be received by way of standing payments only and no direct cash or fund transfers will be permitted to saving planner account. Effecting monthly standing order payments to savings account to the full value, on or before the due date of each month until the Maturity Date of the **SSP/SKSP** is mandatory in order to be eligible to receive the Maturity Target Amount (**MTA**) chosen by the Customer. In the event the Customer fails to effect the specified monthly standing order installment amounts to the full value continuously on or before the due date up to the Maturity Date in the aforesaid manner, the Customer shall not be entitled to receive the **MTA** on the Maturity Date at the predetermined interest rate.
9. Withdrawals by the Customer will not be permitted from the account before the Maturity Date except as provided in Clause 19 below.

INTEREST AND PAYMENT ON MATURITY

10. Interest at the rates fixed by the Bank shall be calculated on the daily balances in the accounts and credited to the respective accounts on monthly basis until the Maturity Date.
11. On the Maturity Date the Bank will pay the Customer the **MTA** subject to deduction of taxes and other statutory levies that may be payable on the Maturity Date or during the period of the investment as required by Law, provided however that the Customer shall have at all times complied with all of these terms and conditions.
12. The Bank shall comply with the laws and regulations and shall effect any payment thereon to the relevant government authorities debiting the Customer's account if the Customers do not complete the account opening documents and the statutory declarations properly as required by the Bank.
13. In the event the Customer deposits any amount, in addition to the required monthly installment, the Bank shall not bound to pay any interest or any additional rate of interest on the said additional amount deposited and the Bank shall at its absolute discretion decide on the rate of interest to be applied on the additional amount deposited in excess to the said required monthly installment.

DEATH OF THE CUSTOMER BEFORE THE MATURITY DATE

14. In the event of the demise of the Customer prior to the Maturity Date the SKSP shall stand terminated and the Customer hereby agrees and authorizes the Bank to Open a Seylan Tikiri / Seylan Minor Account (Minor Account) in the name of the Minor and transfer and deposit the SKSP Account balance into such Minor Account as at the date of the demise of the Customer including the principal amounts invested and all accrued normal saving interest less taxes and statutory levies payable by the Customer. In the event of the demise of the Customer of **SSP** prior to the Maturity Date the SSP shall stand terminated and the **SSP** Account balance shall be paid according to the applicable law as at the date of the demise of the Customer including the principal amounts invested and all accrued interest under the Savings Plan, less taxes and statutory levies payable by the Customer.
15. The Seylan Tikiri / Seylan Minor Account shall be governed by the terms and conditions of Seylan Tikiri / Seylan Minor Accounts of the Bank, as may be amended from time to time.
16. In the event the Minor has predeceased the Customer, the balance in the **SKSP** account shall be paid to the Customer's heirs, executors or administrators, less taxes and statutory levies payable by the Customer as at the date of the demise of the Customer in accordance with the prevailing law.

TERMINATION OF ACCOUNT

17. In the event the Customer defaults in making two installment payments on the due date, the Bank reserves the right to terminate the Savings Plan at any given time thereafter and subject to the Banks terms and conditions, to:-
 - a) Close the **SSP / SKSP** account and pay to the Customer the principal sum invested together with accrued normal saving interest up to the time of such termination, less taxes and statutory levies payable by the Customer and account closing charges to a Seylan Personal Savings Account of the Customer governed under Seylan Personal Savings Account terms and conditions. OR
 - b) Continue to maintain the **SSP / SKSP** account and pay the principal sum invested together with accrued normal saving interest on the Maturity Date (which the Customer agrees the Bank shall not pay the Maturity Target Amount to the Customer) less taxes and statutory levies payable by the Customer.
18. Customers shall not be permitted to close the **SSP / SKSP** account and withdraw the balance therein before the Maturity Date except under exceptional circumstances and at the absolute discretion of the Bank. In the event the Bank permits the Customer to close the **SSP / SKSP** account before the Maturity Date, the Bank shall, subject to the Banks terms and conditions, pay to the Customer the accumulated principal sum invested plus the accrued normal saving interest up to the time of termination less taxes and other statutory levies that may be payable by the Customer and account closing charges.

19. The Bank reserves the right to terminate any Savings Plan and close any **SSP / SKSP** account at any time with its absolute discretion after giving three(3) months notice in writing to the last known address of the Customer without assigning any reason thereof. In the event the Bank terminates any Savings Plan before the Maturity Date and/or closes the **SSP / SKSP** account under this Clause, the Bank shall, subject to the Banks terms and conditions pay to the Customer the total principal sum invested together with accrued normal saving interest up to the date of such termination less taxes and statutory levies that maybe payable by the Customer.
20. In the event an Savings Plan is terminated and/or the **SSP / SKSP** account is closed, whether by the Bank or by the Customer, under any of the situations enumerated under Clauses 18 or 19 above, the Bank may at its discretion, recover any costs that the Bank may have incurred in providing the benefits and services applicable to the Savings Plan and the Bank shall also be entitled to pay interest on the principal sum invested in the **SSP / SKSP** account at a lesser rate to be decided at the sole discretion of the Bank

GENERAL CONDITIONS

21. A Notification of Investment setting out the details of the Savings Plan chosen by the Customer shall be issued to the Customer at the time of account opening. No passbook will be issued to the Customer.
22. The Bank will provide the Customer with quarterly statements of accounts. However, the Bank reserves the right to vary the frequency of statements provided to the Customer at its discretion.
23. The Bank should be advised if the statement of accounts is not received within 15 days from the due date of generating of the statement (31st March, 30th June, 30th September, 31st December) The Customer agrees to examine each statement of account received from the Bank to ensure correctness of entries. Any errors should be notified to the Bank within 21 days from receipt of the statement.
24. The Customer is responsible for preserving copies of his/her statements. Should copies of statements be requested from the Bank, the Bank reserves the right to levy charges for providing this service in accordance with its published tariff.
25. The Bank will not send separate customer advices by mail for cash or cheques deposited to the account unless so done at the Bank's discretion.
26. The Bank should be advised promptly in writing of any change of address of the Customer.
27. The customer shall not assign, transfer or mortgage any of the Customer's rights or liabilities under the **SSP / SKSP** and the Bank shall not be bound by or be responsible for any loss resulting directly or indirectly from such transaction.
28. Notwithstanding anything to the contrary stated herein, the Bank may without notice to the Customer, combine or consolidate the Customer's **SSP / SKSP** account with any other account of

the Customer or with any liabilities of the Customer to the Bank and set-off or transfer any sum/s standing to the credit of the **SSP / SKSP** account against any other sum/s owing from the Customer to the Bank on any other account or in any other respect whether such liabilities be actual or contingent, primary or collateral and several or joint. The Customer hereby expressly authorizes any such set off to be made by the Bank in settlement of any outstanding to the Bank.

29. The Bank reserves to the itself the right to alter, amend or add to these terms and conditions at any time in it's sole and absolute discretion and any such alteration, amendment or addition shall be binding on the Customer. Notice of such alterations, amendments and/or additions may be sent to the Customer by post and/or given in the local press and/or sent through statement messages. Any notice hereunder sent by post will be deemed to have been received by the customer within 7 days of posting to the last recorded address of the Customer. Notice so given to the Customer shall be deemed sufficient and proper notice and shall be binding on the Customer.
30. These terms and conditions will automatically stand amended if such amendments are necessitated by law, government regulation or directions of the Central Bank of Sri Lanka.
31. The Customer shall be bound with all terms and conditions contained herein and In addition to the terms and conditions contained herein, the account will be subject to and be bound by the terms and conditions of General Account Opening of the Bank issued to all Customers prior to opening any account. The Customer will be bound absolutely and equally by all terms and conditions contained herein irrespective of whether such terms and conditions are incorporated in the said General Account Opening terms and conditions or not.
32. In the event if the Account holder is not subject to the prevailing Withholding Tax (WHT) laws, such Account holders will be eligible for the agreed target amount at the maturity period. If the Account holder is subject to the prevailing WHT deductions, the monthly installments shall be subject to WHT deductions and the final target amount at maturity be subject to such deductions.
33. In the event of a Joint Account, the certificate shall carry the names of the primary account holder and the 1st joint account holder only.
34. The Joint account holders shall designate a debiting account which is maintained by them for the purposes stated herein.
35. In the event of a death of a joint Account holder, the Doctrine of survivors shall prevail and the surviving holder/s shall be responsible to ensure that the monthly installments are paid on the installment Due Date.
36. Upon Maturity, the Account holder/s shall give written instructions to the Bank to close the Account.
37. These terms and conditions shall be governed by the laws of Sir Lanka.