

5. The Borrower/s further agree(s) that the Bank shall have a lien and right of setoff (or similar right) over any of the property rights and interest belonging to the Borrower/s which are in the Bank's custody and control, which rights may be exercised by the Bank, and the Bank may at any time and without notice combine and consolidate all or any of the accounts held in the name/s of the Borrower/s irrespective of the titles they come under, and/or setoff against any outstanding amounts of the facilities and/or overdrawn accounts all or any monies whatsoever and whether on Current Account, Savings Account or Term Deposit Account and in whatsoever currency which the Bank may at any time hold to the account of the Borrower/s at any of its offices.
6. The Borrower/s hereby agree(s) and authorize(s) the Bank to appoint third party collection agents for recovery of outstanding amounts. The Borrower/s shall pay all the costs of collections of the outstanding amount with interest, legal expense should it become necessary, to take legal action to enforce payment.
7. Facilities outstanding in excess of the permitted limit will be considered as over limit/overdue and will be subject to the Bank's prevailing penal interest rates.
8. (i) The Borrower/s understand(s) and agree(s) that a condition of this advance is that, if the Borrower/s exceed the authorised limit or fail to settle the facility installment, the Bank may uplift/debit the Borrower/s fixed deposit(s) credit balances, partially or fully and reduce or cancel the facility with prior notice to the Borrower/s. In such an instance penalty charges will be applicable as per the Terms and Conditions governing Time Deposit Accounts as if the deposit was prematurely withdrawn at the Borrower/s instructions.
- (ii) A certificate by an officer of the Bank as to the amount due and owing to the Bank by the Borrower/s shall be sufficient and conclusive evidence for all purposes as to the actual amount due and owing by the Borrower/s under the facilities.
- (iii) The Borrower/s hereby declare that this authority to the Bank is irrevocable and shall continue to be in full force and virtue until expressly revoked with the Bank's consent. The Bank shall at any time and at all times have the power and authority to exercise the right of appropriation without previous notice to the Borrower/s and without any previous demand whatsoever made from the Borrower/s for payment of any moneys due by the Borrower/s to the Bank notwithstanding anything to the contrary contained in any written or other law or any contract or writing executed or to be executed hereafter by the Borrower/s or by the Bank.
- (iv) The Borrower/s hereby further undertake(s) to hold the Bank indemnified and saved harmless from and against all losses, claims damages, interests, costs, charges, expenses and any detriment of whatsoever kind of nature consequent on or attributable to the Bank's acting or purporting to act in the exercise of any right of set-off or lien or appropriation in terms hereof and thereby or otherwise dishonoring any cheque or other such like document or orders for payment of money.
9. The Borrower/s acknowledge(s) that partial upliftment of time deposits pledged against these facilities at maturity or prematurely will be permitted by the Bank only if the remaining time deposits are sufficient to cover the outstanding balance in the Current Account or Loan Account as the case may be.
10. The Borrower/s agree(s) that the Borrower/s(s') joint local/foreign currency time deposit(s) will be linked to the Borrower/s(s') current account where the instructions in the mandate given to the Bank states that either party could request for an advance (loan or overdraft).
11. The Borrower/s undertake(s) to check carefully all statements of accounts received from the Bank. If within one month of the date of dispatch of a statement of account to the Borrower/s address as it appears in the records of the Bank, no objection has been received from the Borrower/s then the balance shown therein will be considered correct and the fact that no communication has been received from the Borrower/s will be interpreted as a confirmation of the correctness of the account and the Borrower/s may not raise any objection in respect of any such statement of account. The Borrower/s acknowledge(s) that should the Borrower/s not receive a statement of account for any period, it is solely and entirely the Borrower/s responsibility to demand a statement from the Bank.
12. The Borrower/s shall if the Bank may at any time so require, place as collateral security with the Bank and to its order all moneys, shares, bonds and other documents of value that now or may in the future in the Borrower/s name/s be deposited with the Bank. The Bank acting reasonably is entitled to regard these as security for the settlement of the total amounts owed by the Borrower/s to the Bank under these facilities or other banking facilities including interest charges and expenses.
13. No delay or omission of the Bank in exercising or enforcing (whether wholly or in part only) any right or remedy hereunder shall impair such right or remedy of the Bank and shall not be construed as a waiver of such right or remedy.
14. In the event of the facilities being granted or continued to be granted to two or more of the Borrowers, they undertake to be jointly and severally liable to the Bank in respect of all moneys due thereon.
15. Payments by the Borrower/s shall be made to the Bank without any setoff, counter claim, withholding or condition of any kind except that if the Borrower/s is/are compelled by law to make such withholding, the sum payable by the Borrower/s shall be increased so that the amount actually received by the Bank is the amount it would have received if there had been no withholding.
16. The Borrower/s hereby agree(s) that the Borrower/s shall notify the Bank in writing forthwith upon the Borrower/s holding and/or acquiring ten per centum (10%) or more shares in any listed or unlisted company in Sri Lanka.
17. The Borrower/s do hereby further nominate(s), constitute(s) and appoint(s) the Chief Executive Officer, Deputy Chief Executive Officer of the Bank in Sri Lanka or their delegated nominees for the time being as the Borrower/s(s') Attorney and Attorney jointly and severally for purpose of endorsing or executing on the Borrower/s(s') behalf renewals of time deposits or any other documents deemed necessary by the Bank in connection with the implementation of the arrangements set out in this document.
- 18. Applicable for Overdrafts only under the Smart Money Facility**
- (i) The Bank may refuse to honour any drawings which if honoured would cause the account(s) to exceed the authorised limit(s). The Bank has no obligation to inform the Borrower/s that such drawings have been refused. No extension, waiver or indulgence granted by the Bank or any of its officers shall prejudice the rights of the Bank hereunder. In the event of the authorised limit being exceeded the Borrower/s acknowledge that any excess is subject to these Terms and Conditions.
- (ii) The Borrower/s agree(s) that any item credited by the Bank to the Borrower/s account(s) including items drawn payable at the Bank are subject to clearance through the normal channels. Until such items are cleared, the Bank is entitled to exclude the value of items so credited for the purposes of calculating the overdraft interest.
- (iii) The Borrower/s hereby agree(s) that in the case of Smart Money Facility against foreign currency time deposits, the overdraft limit is subject to change, with every change in the exchange rate of the relevant foreign currency. Similarly, the overdraft limit will be automatically adjusted at each maturity of deposit(s) taking to account the increase in deposits, due to re-investment of the interest paid at maturity of deposit(s), if any.
- (iv) In case the overdrawn balance in the Smart Money Facility is secured by foreign currency deposits and due to an adverse change in the exchange rate the credit limit granted may be reduced and the Borrower/s undertake(s) to repay the excess immediately on receipt of notification of such excess or provide adequate deposit(s) to secure such excess.
- 19. Applicable for Loans only under the Smart Money Facility**
- (i) The following shall be event of defaults in respect of Loans granted under the Smart Money Facility:
- a) The nonpayment of any one monthly repayment of principal or interest or installment outstanding for a particular month as determined by the Bank

- and/or;
- b) Bankruptcy/Insolvency.
- (ii) The Borrower/s hereby consent(s) and acknowledge(s) that the Bank at its own discretion is entitled to report the Borrower/s to the Credit Information Bureau (CRIB) of Sri Lanka and/or any other Credit Information Bureau, local or international, of the Borrower/s loan conduct. No delay or omission of the Bank in exercising or enforcing (whether wholly or in part only) any right or remedy hereunder shall impair such right or remedy of the Bank and shall not be construed as a waiver of such right or remedy.
- (iii) Loan installments are payable by the assigned due date each month, and the Borrower/s authorize(s) the Bank to debit the loan repayment account specified in the application form with the loan installment on the assigned due date.
- (iv) In the event cleared funds are not available by that date, any credits to the accounts will be accrued and appropriated against the overdue installment/s and default interest, which will be recovered by the assigned due date of the following month or as and when sufficient funds are available to cover such installment/s which may be overdue. Default interest is applicable on the overdue installment/s and interest.
20. If the Borrower/s has multiple overdue facilities, the Borrower/s hereby authorize(s) the Bank to recover any sums of money credited to any of his savings/current accounts in a manner deemed necessary by the Bank, and that the Borrower shall not make any claims whatsoever to dispute such recovery.
21. The Borrower/s agree(s) that arrangement fees, early repayment fees, charges on lump sum payments and any other fees and charges that may be introduced or amended from time to time will be debited to the account of the Borrower/s and be reflected in the account statement and will be specified in the Tariff of the Bank. Early repayment/part payments are accepted at a fee which will be decided by the Bank from time to time at its discretion.
22. The Bank reserves the right to reject any application for facilities without assigning any particular reason.
23. The Bank reserves the right to add, change and rescind any of these Terms and Conditions. Such changes to these Terms and Conditions will be communicated to the Borrower/s either by letter, messages in statements of account/s, by displaying the changes on notice boards at branch offices of the Bank and or by displaying the changes on the website of the Bank at [www.hsbc.lk](http://www.hsbc.lk).
24. These Terms and Conditions shall be construed and take effect in accordance with the laws of Sri Lanka and proceeding shall be brought in Colombo in the Courts of Sri Lanka, provided always that the Bank may if it so desires take proceeding in any other court in Sri Lanka or in any other court in any other country or jurisdiction if it thinks fit in which event the laws applicable to such courts shall apply and the Borrower/s shall agree to submit to such courts and such other laws. The Borrower/s undertake(s) to be jointly and severally liable to the Bank in respect of all monies due.
25. The Borrower/s agree and undertake to be bound by the laws and regulations of Sri Lanka, including but not limited to pertaining to foreign exchange, currently in force and as amended from time to time.
26. The Borrower/s confirm that as required by applicable laws and regulations prevailing from time to time, the Borrower/s have reported, and will continue to report, to all relevant competent tax authorities the assets and/or cash deposited on all his/their account(s) held with the Bank, as well as the income and gains generated by those assets and/or cash.

#### DISCLOSURE OF INFORMATION

27. The Borrower/s authorize(s) the Bank to disclose information concerning the Borrower/s to any third party service provider/s appointed by the Bank, to any of the offices of the HSBC group , to government entities and/or regulators as the Bank deems appropriate. This consent shall be effective even when the Borrower/s no longer hold(s) the facility/facilities with the Bank.
28. The Borrower/s hereby acknowledge(s) that the Borrower/s have read and fully understood the Terms and Conditions and that he/she/them is/are aware of the obligations, liabilities and rights thereunder and accept(s) the foregoing Terms and Conditions.

**Declaration**

In consideration of the Bank granting or continuing to grant the Borrower/s a Smart Money Facility, of either an Overdraft or an Installment Loan;

- The Borrower/s agree(s) that any Time Deposit account opened by the Borrower/s in the future and linked under the Smart Money Facility at the Borrower's (s') request shall also be deemed pledged in favour of the Bank without the necessity of any further concurrency on the Borrower/s/ (s') part and for the purpose of these facilities the term 'Time Deposit(s) will include any renewals of such Time Deposit and/or new deposits if such Time Deposit(s) is uplifted and replaced.
- The Borrower/s agree(s) that in the event the Time Deposit/s specified in the section "Collateral Details"\*\*\* above are withdrawn/uplifted either pre-maturely or at maturity of the said Time Deposit/s and the proceeds thereof are re-invested in new Time Deposit/s, all such new Time Deposit/s, irrespective of the Account Number of the Time Deposit they come under, shall be held and/or continue to be held as collateral.
- The Borrower/s authorise(s) the Bank to automatically renew the deposit(s) on the due dates for an identical period unless instructions to the contrary from the Borrower/s is/are received by the Bank prior to maturity.
- The Borrower/s acknowledge(s) that any claims to the deposit(s) by the Department of Inland Revenue or any other regulatory authority or non regulatory authority will rank subordinate to the extent of the advance by the Bank holding the deposit(s) as security.
- The Borrower/s acknowledge(s) that the Smart Money Facility will only be made available after internal credit verification and approval has taken place.
- The Borrower/s acknowledge(s) that the Bank has the right to reject the Smart Money application, at its sole discretion without stating any reasons.
- The Borrower/s agree(s) that in the event all his/her/their Time Deposit(s) pledged against the facility is uplifted on maturity, prematurely or set off by the Bank, the Smart Money Facility will be automatically cancelled.
- In the event foreign currency term deposit(s) are uplifted by the Bank to set off the total outstanding in the Smart Money Facility , the Borrower/s acknowledge(s) that the Bank who is governed by foreign exchange regulations will not re-convert the uplifted time deposit(s) to foreign currency at a later date.

I/We, the Borrower/s confirm that the information given above is true and complete and that I/we have read, understood and accepted the Terms and Conditions under which this Smart Money Facility is granted and the correctness of the security held by me/us and dated this ..... day of ..... 20.....

I/We further confirm that, I/We have duly filled in the information as required in pages 1 to ...12.... and I/We have not placed my/our initial/s on each page as confirmation thereof and my/our full signature/s placed hereto cover/s the contents of and apply/ies to the entirety of this application.

.....  
Signature of Primary Applicant  
DD / MM / YYYY

.....  
Signature of Joint Applicant  
DD / MM / YYYY

Head Office:	24, Sir Baron Jayatilaka Mawatha, Col. 1
<b>Branches</b>	
Bambalapitiya:	123, Bauddhaloka Mawatha, Col. 4
Wellawatte:	587, Galle Rd. Col. 6
Nugegoda:	171, Nawala Rd., Nugegoda
Kandy:	27, Cross Street, Kandy
Pelawatte:	418, Pannipitiya Rd., Pelawatte, Battaramulla
Cinnamon Gardens:	41, Maitland Crescent, Col. 7
Union Place:	163, Union Place, Col. 2
Wattala:	149, Negombo Rd., Wattala
Negombo:	186, Colombo Rd., Negombo
Moratuwa:	198, Galle Rd., Moratuwa
Galle:	120/2, Matara Road, Pettigalawatta, Galle
Jaffna:	145, Kankesanthurai Rd., Jaffna
<b>Express Banking Centres</b>	MAS Intimates premises 7th Lane, Borupana Rd., Kandawala Estate, Ratmalana Orion City Express Banking Centre 752, Dr. Danister De Silva Mawath
Kohuwela:	135, Dutugemunu Street, Kohuwela
Echelon Square:	Level 3 Unit 3 West Tower WTC.
Navam Mawatha:	46/38, Forbes and Walker Buildinga, Col. 9 Navam Mawatha, Col. 2

In the event you are not entirely satisfied in the manner in which you have been served, or if our products do not meet your expectations, please contact us at your earliest using one of the following options ;

- Contact the Customer Solutions hotline on +94 114 511566
- E-mail your concern to [customersolutions@hsbc.com.lk](mailto:customersolutions@hsbc.com.lk)
- Write to us : The Manager Customer Service, Retail banking & wealth management, HSBC Centre, 525 Union Place, Colombo 2.

While we prefer to always resolve any concern raised with us to your complete satisfaction, you can also write to the Office of the Financial Ombudsman and request redress. Contact details of the Ombudsman are ;

- The Office of the Financial Ombudusman - Sri Lanka, 143 A Vajira Road, Colombo 5
- Tel : +94 112 595 625
- Fax : +94 112 595 624
- E-mail : [info@financialombudsman.lk](mailto:info@financialombudsman.lk)
- Web : [www.financialombudsman.lk](http://www.financialombudsman.lk)

**Should you require a translated copy of this document in Sinhala or Tamil languages, please visit [www.hsbc.lk](http://www.hsbc.lk) or request it from any one of our branches.**  
මෙම ලේඛනයේ සිංහල හානි පරිවර්තනයෙහි පිටපතක් බවට අවසර වේ නම්, කරුණාකර අපගේ වෙබ් අඩවිය වෙත [www.hsbc.lk](http://www.hsbc.lk) වෙත පිවිසෙන්න. නැතිනම් අපගේ සීමාවේ ශාඛාවකින් ඉල්ලා තීරින්න.  
இந்த ஆவணத்தின் தமிழ் மொழிபெயர்ப்பு உங்களுக்குத் தேவைப்படிபின், தயவுசெய்து [www.hsbc.lk](http://www.hsbc.lk) என்ற எழுது இணையத்தளத்தை நாடவும். அல்லது எழுது கிளை ஒன்றில் கேட்டுப் பெறவும்.

#### CSM2019010

The Hongkong and Shanghai Banking Corporation Limited - Sri Lanka is a licensed commercial bank supervised by the Central Bank of Sri Lanka  
Issued by The Hongkong and Shanghai Banking Corporation Limited - Sri Lanka.

# Smart Money

Unlock the potential of your Fixed Deposit





## Smart Money Application Form

Enjoy financial freedom with Smart Money. Now you can maintain your existing fixed deposit including any renewals of such fixed deposit for long term capital appreciation without having to worry about cash flow for your short term financial needs. The entire 100% of your fixed deposit including any renewals of such fixed deposit will continue to earn valuable interest, while you have the advantage of utilizing up to 90% of it as either an overdraft or a loan by pledging your fixed deposits(s) including any renewals of such fixed deposits as collateral.

Key Benefits/Features

### Smart Money Secured Overdraft

- No minimum monthly repayment required.
- Pay only what you use. You can borrow only the funds you need, and pay interest on what you borrow and not your total credit limit. There will be absolutely no interest charged if you do not draw on your credit reserve.
- You can obtain a credit limit of up to 90% of the value of your fixed deposit.
- The applicable interest rate is a floating interest rate. Floating interest rates are subject to change from time to time according to market interest rates as determined by the Bank.

- Flexible repayment; you have the option of repaying the loan on either a reducing balance or an equal instalment scheme. You have the flexibility to choose a repayment period of up to 5 years.
- You can obtain a loan of up to 90% of the value of your fixed deposit.\*
- Make a partial settlement or an early settlement for a fee of 1% of the outstanding value settled, subject to a minimum fee of Rs2,500.00 & maximum fee or Rs25,000.00 (Whichever is greater)
- The applicable interest rate is a floating interest rate. Floating interest rates are subject to change from time to time according to market interest rates as determined by the bank.

- ☐ Smart Money Secured Overdraft
- ☐ Smart Money Secured Loan
- ☐ Modify an existing Smart Money Facility

☐ Mr. ☐ Mrs. ☐ Miss ☐ Ms. ☐ Other .....(Please tick where applicable)

Full Name: .....

National Identity Card (NIC)/Passport Number: .....

Date of Issue: 

D	D	M	M	Y	Y	Y	Y

 Expiry Date: 

D	D	M	M	Y	Y	Y	Y

= Other (please specify) \_\_\_\_\_

Required Amount									
100%	75%	50%	25%	10%	5%	1% (Min)	0%	0%	0%

I/We would like to apply for a Secured Loan Facility of LKR (or (please specify the currency).....(in number).....  
.....  
against the Time Deposit Accounts (which will include any renewals or new deposits if uplifted and replaced) specified in the section below titled collateral details.

HSBC Premier Customers	Free of Charge
HSBC Advance Customers	Free of Charge
All other Customer	Free of Charge

### Early/Partial settlements of Smart Money Loans (Floating)

consideration of The Hongkong and Shanghai Banking Corporation Limited (hereinafter referred to as “**the Bank**”) offering to grant me/us (hereinafter referred to as the “**Borrower/s**”) a Smart Money Facility by way of an Overdraft or an Installment Loan for an amount not exceeding 90% of my/our total rupee time deposit account(s) and/or 90% against my/our foreign currency time deposit account(s) as stated above, with the Bank in this context the term or expression “Borrower/s” shall where the context requires or admits mean and include the Borrower and his/her heirs, executors, administrators and assigns and the term “Borrowers” shall be construed accordingly) the Borrower/s hereby undertake and agree to the following terms and conditions applicable for both Overdrafts and Installment Loans (hereinafter referred to as the “**facility / facilities or “Smart money Facility or Loan or Overdraft**”);

### Personal Data (Joint Applicant) (Borrower)

☐ Mr. ☐ Mrs. ☐ Miss ☐ Ms. ☐ Other .....(Please tick where applicable)

Full Name: .....

National Identity Card (NIC)/Passport Number: .....

Date of Issue: 

D	D
M	M
Y	Y

 Expiry Date: 

D	D
M	M
Y	Y