



SUMMARY OF CHANGES ON PHONEBANKING SERVICES TERMS AND CONDITION OF

1. [General Terms and Conditions](#); and
2. [Premier Master Account Terms and Conditions](#)

(This amendment is effective from 28/11/2019)

Current Terms and Conditions	Terms and Conditions effected on 28/11/2019 (The revised Terms and Conditions are in red)
4. THE CUSTOMER HEREBY:	
<p>(b) agrees that (i) the Bank is expressly authorised to act on any telephone instruction given through the use of the PhoneBanking Services where such telephone instruction is given together with the PIN; (ii) the Bank shall be entitled to treat such telephone instructions as valid and correct and given by the Customer; (iii) the Bank shall not be liable for acting upon such telephone instruction; and (iv) the Bank shall not be under any duty seek any verification other than the PIN and shall not be under a duty to verify the identity of the Customer;</p>	<p>(b) agrees that (i) the Bank is expressly authorised to act on any telephone instruction given through the use of the PhoneBanking Services where such telephone instruction is given together with the PIN and/or with the information provided by the Customer according to the Bank's regulation from time to time; (ii) the Bank shall be entitled to treat such telephone instructions as valid and correct and given by the Customer; (iii) the Bank shall not be liable for acting upon such telephone instruction; and (iv) the Bank shall not be under any duty seek any verification other than the PIN and/or with the information provided by the Customer according to the Bank's regulation from time to time and shall not be under a duty to verify the identity of the Customer;</p>
<p>(c) undertakes to keep the PIN strictly confidential at all times and agree not to disclose the same to any third party or any unauthorised persons under any circumstances and the Customer confirms that he/she will not keep any written record of the PIN in any place or manner which would enable a third party or any unauthorised person to have access to the same. The Customer is requested not to substitute the PIN supplied to him/her by the Bank with a</p>	<p>(c) undertakes to keep the PIN and other secured personal information strictly confidential at all times and agree not to disclose the same to any third party or any unauthorised persons under any circumstances and the Customer confirms that he/she will not keep any written record of the PIN in any place or manner which would enable a third party or any unauthorised person to have access to the same. The Customer is requested not to substitute the PIN</p>

<p>number which corresponds with the Customer's telephone number, personal identity or passport number, date of birth or other similar identification number which could facilitate an unauthorised person to effect a telephone instruction. In the event that any unauthorised person uses the Customer's PIN to effect a telephone instruction, the Customer shall immediately notify the Bank pursuant to sub-clause 4(d) below and agree to co-operate and provide reasonable assistance to the Bank, the police and to any other persons the Bank may consider appropriate for the purposes of conducting an investigation. The Customer understands and agrees that he/she shall hold the Bank harmless and keep the Bank indemnified in respect of any transaction undertaken by or any amount transferred by the Bank pursuant to a telephone instruction if the transaction or the transfer of the underlying funds was made through an instruction given together with the Customer's PIN before the Customer notifies the Bank in accordance with sub-clause 4(d) below;</p>	<p>supplied to him/her by the Bank with a number which corresponds with the Customer's telephone number, personal identity or passport number, date of birth or other similar identification number which could facilitate an unauthorised person to effect a telephone instruction. In the event that any unauthorised person uses the Customer's PIN to effect a telephone instruction, the Customer shall immediately notify the Bank pursuant to sub-clause 4(d) below and agree to co-operate and provide reasonable assistance to the Bank, the police and to any other persons the Bank may consider appropriate for the purposes of conducting an investigation.</p> <p>(d) understands and agrees that the Customer shall hold the Bank harmless and keep the Bank indemnified in respect of any transaction undertaken by or any amount transferred by the Bank pursuant to a telephone instruction if the transaction or the transfer of the underlying funds was made through an instruction given together with the Customer's PIN and/or with the information provided by the Customer according to the Bank's regulation from time to time before the Customer notifies the Bank in accordance with sub-clause 4(e) below;</p>
<p>(m) the Bank shall keep a system-generated record of all transactions conducted by the Customer using the PhoneBanking Services and that transaction and/or associated charges (if any) will also be recorded on statements of account, which will be sent to the Customer at monthly intervals pursuant to the general terms and conditions unless otherwise requested;</p>	<p>(n) the Bank shall keep a system-generated record or a request message recorded system of all transactions conducted by the Customer using the PhoneBanking Services and that transaction and/or associated charges (if any), not including associated charges regarding to request message, will also be recorded on statements of account, which will be sent to the Customer at monthly intervals pursuant to the general terms and conditions unless otherwise requested;</p>
<p>(p) agrees that system-generated report referred to in sub-clause 4(m) above shall be accepted as conclusive evidence of all transactions carried out by the Customer using the PhoneBanking</p>	<p>(q) agrees that system-generated report or request message recorded by the system referred to in sub-clause 4(n) above shall be accepted as conclusive evidence of all transactions carried</p>

<p>Services in the case of any dispute which the Customer reports to the Bank in writing 45 days from the transaction date which appears in the underlying statement of account;</p>	<p>out by the Customer using the PhoneBanking Services in the case of any dispute which the Customer reports to the Bank in writing 45 days from the transaction date which appears in the underlying statement of account;</p>
<p>(q) acknowledges that the system-generated report referred to in sub-clause 4(m) above shall be kept by the Bank for no longer than six months and that thereafter the statement of account shall be used as conclusive evidence of the transactions recorded therein;</p>	<p>(r) acknowledges that the system-generated report or request message recorded by the system referred to in sub-clause 4(n) above shall be kept by the Bank for no longer than six months and that thereafter the statement of account shall be used as conclusive evidence of the transactions recorded therein;</p>
<p>(r) acknowledges that the Bank shall not be liable for any damages incurred by the Bank acting in compliance with any telephone instruction given together with the PIN through the use of the PhoneBanking Services unless such loss or damage is directly caused by gross negligence of the Bank or its employees and agents acting within the scope of their authority; and</p>	<p>(s) acknowledges that the Bank shall not be liable for any damages incurred by the Bank acting in compliance with any telephone instruction given together with the PIN and/or with the information provided by the Customer according to the Bank's regulation from time to time through the use of the PhoneBanking Services unless such loss or damage is directly caused by gross negligence of the Bank or its employees and agents acting within the scope of their authority; and</p>
<p>(s) agrees that once he/she has given an instruction by telephone together with the PIN using the PhoneBanking Services it cannot be cancelled.</p>	<p>(t) agrees that once he/she has given an instruction by telephone together with the PIN and/or with the information provided by the Customer according to the Bank's regulation from time to time using the PhoneBanking Services it cannot be cancelled.</p>