# DECLARATION CUM UNDERTAKING CUM SELF CERTIFICATION FOR DOORSTEP BANKING SERVICES

I S/o, D/o, W/o	presently	residing	at
had requested the Bank to offer me the ser	vices of "Door	step Banki	ing
Services" ("Services") of the Bank for my Account No.xx	xxxxxxxxx ma	intained w	/ith
Branch (Branch Code: xxxxx). The Bank ha	as agreed to pr	ovide me t	the
Services and in consideration of Bank offering and extend	ding the said so	ervices to i	me
I hereby affirm, declare and undertake as under:	_		

- 1. I have read and understood the rules and regulations of State Bank of India ("Bank" or "SBI') and those relating to various services offered by the Bank in general and Doorstep Banking Services in particular. I agree to abide by the Terms and Conditions enclosed to this Undertaking as Annexure ("TERMS AND CONDITIONS ("TERMS") GOVERNING DOORSTEP BANKING SERVICE") as amended/modified from time to time communicated/ published through messages /e- mails/ websites/newspaper publications or notifications in mobile Apps etc.,. apply to and regulate the provision of Doorstep Banking Services offered by SBI to eligible Customers.
- 2. I agree that Bank has got all rights to debit my account for any service charge, expenses or other charges which the Bank is entitled to recover from me in relation to the Services. I also agree that the Bank has got all rights to discontinue the services without any notice to me in case of circumstances warrant the discontinuation of such services and/or due to the directions and instructions of any regulator or statutory authority.

Signature of the Applicant/Customer

# TERMS AND CONDITIONS ("TERMS") GOVERNING DOORSTEP BANKING SERVICE

#### 1. **Definitions:**

In these Terms, unless there is anything repugnant to the subject or context thereof, the expressions listed below shall have the following meanings viz.:

- 1.1 "Account" refers to any account of the Customer with SBI in India, which is designated as eligible account by SBI for the Services.
- 1.2 "Agent" refers to such persons / Body corporate appointed by SBI/ from time to time for the purposes of providing the Services to the Customers.
- 1.3 "Application" shall mean the application forms and/or any other form(s)/document(s)/letter(s)/online request required for availing of the Doorstep Banking Services from SBI in the format as prescribed by SBI from time to time.
- 1.4 "Business Correspondent" is a person appointed by the SBI, and provides access to basic Banking services using the Micro ATM and or any other device having online access to accounts ".
- 1.5 Channels mean various customer service medium like Customer care Centre or Internet Banking or Mobile banking or Kiosk banking or SMS banking or any of the SBI branches or any other medium as approved by SBI, used by SBI.
- 1.6 Customer" refers to Senior Citizens of more than 70 years of age, differently abled or infirm persons (having medically certified chronic illness or disability) including those who are visually impaired, having an account and requesting for availing the Services for which request has been accepted by SBI.
- 1.7 "Instruction" refers to the requests made by the Customer for availing the Services from SBI in the form and manner as prescribed by SBI from time to time.
- 1.8 "Micro ATM" a point of sale device, capable to process online interoperable banking transactions.
- 1.9 SBI Customer Care Centre refers to SBI Customer Care Centre provided by SBI to Customers.
- 1.10 SBI Holidays" shall refer to such days on which the SBI branches shall be closed.
- 1.11 SBI", "the Bank", refer to State Bank of India having its Corporate Centre at Mumbai.
- 1.12 Service Request Number" refers to the unique transaction number provided to the Customer by SBI at the time of providing the Instruction.

- 1.13 "Services" shall mean the Doorstep banking services provided by SBI to the Customer from time to time and more particularly described below (including any amendments thereto):
  - (i) Cheque pickup
  - (ii) Cheque Requisition pickup.
  - (iii) Form 15 H pickup
  - (iv) Life Certificate pick up
  - (v) Delivery of drafts./ Statement of Account / Term Deposit Advice.
  - (vi) Cash pick up and Cash delivery (will be provided after necessary development)
- 1.14 "Business Hours" shall mean the time when customers are provided Banking Service at the Home Branch.

In these Terms, unless the contrary intention appears:

- a. a reference to:
  - i. an "amendment" includes a supplement, modification, novation, replacement or re-enactment and "amended" is to be construed accordingly;
  - ii. an "authorisation" or "approval" includes an authorization, consent, clearance, approval, permission, resolution, license, exemption, filing and registration;
  - iii. "law" includes any constitution, statute, law, rule, regulation, ordinance, judgement, order, decree, authorisation, or any published, directive, guideline, requirement or governmental restriction having the force of law, or any determination by, or interpretation of any of the foregoing by, any judicial authority, whether in effect as of the date of signing/submission of the application form or thereafter and each as amended from time to time;
- b. the singular includes the plural (and vice versa);
- the headings in these Terms and Conditions are inserted for convenience of reference only and are to be ignored in construing and interpreting the Terms and Conditions;
- d. reference to the words "include" or "including" shall be construed without limitation;
- e. reference to a gender shall include references to the female, male and neutral genders;
- f. all approvals, permissions, consents or acceptance required from SBI for any matter shall require the prior, written approval, permission, consent or acceptance of SBI.

## 2. Applicability of Terms:

- 2.1 These Terms and Conditions form part of the contract between the Customer and SBI for availing of the Services. Application for the Doorstep Services may be made by the Customer through any of the following channels ie: SBI's Customer Care Centre or through SBI branch Banking or any other medium as approved by SBI; Such Application shall be in such form and manner as stipulated by SBI.
- 2.2 Customer can avail the services after submitting the Application Form at the Home Branch. SBI shall be entitled at its sole discretion to accept or reject such Application as may be submitted by the customer.

2.3 By applying for the Service, the Customer acknowledges as having read, understood and accepted these Terms. These Terms shall be in addition to and not in derogation of the terms and conditions governing SBI Customer Care Centre, Internet banking, Mobile banking and relating to any Account of the Customer and /or any other product/services provided by SBI.

#### 3. Instructions:

- 3.1 The Customer may provide an Instruction in relation to the Services to SBI through any of the channels stated above for the relevant purpose in a manner as may be prescribed by SBI from time to time.
- 3.2 A transaction limit is placed on Instructions of the Customer on all the Services as specified on SBI website bank.sbi from time to time. The Services are currently available only to the Customers holding Account/s with SBI's branches in India.

### 4. Availability and Disclosure:

- The Customer is responsible for the accuracy and authenticity of the Instructions provided to SBI and the same shall, subject to these Terms, be considered to be sufficient to provide the Services. SBI shall not be required to independently verify the veracity, authenticity or validity of the Instructions. SBI shall have no liability if it does not or is unable to stop or prevent the carrying out of or the execution/implementation of an Instruction that is subsequently countermanded by the Customer. Where SBI considers the Instructions to be inconsistent or contradictory it may seek clarification from the Customer before acting on any Instruction of the Customer or act upon any such Instruction as it deems fit. SBI has no liability or obligation to keep a record of the Instructions to provide information to the Customer or for verifying Customer's Instructions. SBI may refuse to comply with the Instructions without assigning any reason or notice and shall not be under any duty to assess the prudence or otherwise of any Instruction and have the right to suspend the operations through the Services or carrying out of Instructions if it has reason to believe that the Customer's Instructions will lead or expose SBI to direct or indirect loss to SBI. or SBI may require an indemnity and/or other security/comfort from the Customer before continuing to restore/perform the Services and/or Instructions.
- 4.2 SBI shall endeavour to carry out the Instructions of the Customer provided that SBI, shall not be responsible for delay in carrying out or cancellation of such Instructions due to any reason whatsoever, including, but not limited to, failure of operational systems or any requirement of law or SBI's internal policies, force majeure etc.

### 5. Accuracy of Information:

The Customer is responsible for the correctness of information supplied to SBI for use of the Services. SBI accepts no liability for the consequences arising out of erroneous information supplied by the Customer. If the Customer notices an error in the Instructions supplied to SBI, the Customer shall immediately advise SBI which will endeavour to correct the error wherever possible on a reasonable best efforts basis.

### 6. Liability for Officials/Agents:

SBI shall be responsible for the acts of omission and/or commission of the Officials/ Agents appointed by SBI for the purpose of providing the Services to the Customers.

## 7. Operation of Services:

- 7.1 The Customer acknowledges and agrees that the Instructions for the services shall be processed by SBI only if the same are received by SBI in the prescribed time and manner.
- 7.2 The Customer agrees and acknowledges that the Services shall be provided by SBI only at the registered communication address of the Customer available with SBI at the time of the Customer applying for availing the Services through the Application. In case of any request provided by the Customer for getting the registered communication address changed in the records of SBI in a manner as may be prescribed by SBI, such changed communication address shall be used by SBI for providing the Services to the Customers.
- 7.3 SBI shall not be liable for any inaccuracy, error or delay in, or omission of, (1) any data, information or message in the Instructions given over the phone or internet, or (2) the transmission or delivery of any Instructions given by medium of any channel or (3) any loss or damage arising from or occasioned by (i) any such inaccuracy, error, delay or omission, or (ii) interruption in any such data, information or message, due either to any act or omission by SBI due to "force majeure" (e.g., flood, extraordinary weather condition, earthquake or other act of God, fire, war, insurrection, riot, labour dispute, accident, action of government, communications, power failure, equipment or software malfunction) or any other cause beyond the reasonable control of SBI, and in case of tampering and unauthorised access to providing of Instruction, Instructions that are fraudulently or mistakenly written, altered or sent, SBI may, at its sole and absolute discretion, act on any Instruction given by the Customer to SBI, or which SBI reasonably believes to have been made by the Customer. The Customer agrees that SBI shall not be liable if:
  - a. the Customer has breached any of the Terms, contained herein or
  - b. the Customer has contributed to or the loss is a result of failure on part of the Customer to advise SBI within a reasonable time about unauthorised access of or erroneous transactions in the Account by use of the Services;
- 7.4 The Customer agrees and acknowledges that SBI is under no obligation whatsoever to accept an Instruction. Further, without limiting the generality of the foregoing, SBI shall not be deemed to have accepted any Instruction unless and until SBI receives the complete Instruction on a business day and during the normal business hours of SBI, through any of the channels stated above.
- 7.5 The Customer agrees that SBI may at such times as SBI may deem fit, request the Customer to approach SBI branch with the transaction proof (electronic proofs such as SMS, email or receipts etc.) provided to the Customer at the time of the execution of the Instruction.

7.6 Under no circumstances, shall SBI, its employees, directors involved in providing the Services be liable for any direct, indirect, incidental, special or consequential damages, or any damages whatsoever, including punitive or exemplary (including, but not limited to loss of profits, loss of data or other intangible information, business interruption, loss of privacy, or any pecuniary loss), arising out of or in any way connected with the provision of the Services or resulting from unauthorized access or alteration of Instructions given through phone or Internet or arising from interruption, suspension or termination of the Services or any inability of SBI to receive Instructions, directions, orders or other communications from the Customer or to transmit any related message for any reason whatsoever, whether based on contract, tort, strict liability or except in case of wilful default negligence on the part of SBI. Provided that notwithstanding anything to the contrary contained herein, the aggregate liability of SBI under this arrangement shall not exceed the charges/fees received by SBI from the Customer under this arrangement.

#### **Transactions Operations:**

- a. The Customer shall comply with any process that may be intimated by SBI to the Customer for the purpose of officials/Agent verification at the time of execution of the Instruction by the Agent in a manner as may be prescribed by SBI from time to time, including but not limited to, verifying the official's/Agent's identity as per the identification card carried by the him and the Service Request Number provided by SBI before carrying out the relevant services etc.
- b. Customer may produce any one of his Officially Valid Documents for identification. Bank may allow customer to produce his Debit card for Card & PIN based authentication. The official /Agent will initiate the transaction by swiping the debit card and PIN and proceed with financial and non-financial transactions. In due course, when the Govt of India /RBI permits Aadhaar based transaction, the official /Agents will initiate the transaction by capturing Customer Aadhaar number & bio-metric and proceed with financial & Non-financial transactions.
- c. For financial transactions like cash deposit, cash withdrawal, Agent will enter the transaction type and amount on the Micro ATM device and proceed with the transactions. The amount will be directly debited/ credited from/ to the customer's account.
- d. The Customer shall not provide any cut/soiled/mutilated/tampered/defective currency notes to the Agent. Any such cut/soiled/mutilated/tampered/defective currency note shall not be accepted by the Agent and shall be returned to the Customer. The Customer shall ensure that the Agent counts all the monies provided by the Customer and puts the monies in the Cash Deposit Envelope in the Customer's presence. Based on the transaction type, SBI shall debit/credit the Account with such amount. If in the event, SBI ascertains any or all of the currency provided by the Customer to the defective/discrepant/counterfeit, SBI shall endeavour to notify the Customer about the same and shall only credit the Account with such amount as calculated after deducting total value the of the

discrepant/defective/counterfeit currency notes provided by the Customer. SBI will present such discrepant/defective/counterfeit notes to the Reserve Bank of India ("RBI") as per the policy laid down by RBI in this regard from time to time and shall only credit the realized value of such defective/discrepant/counterfeit currency notes to the Account of the Customer, if any, on receipt of such confirmation from RBI. The Customer agrees and confirms that SBI shall not be held liable for not crediting any such amount of the total value of the defective/discrepant/counterfeit currency notes in the Account of the Customer and that the decision of SBI with regards to determining any defectiveness of the currency notes provided by the Customer shall be final and binding upon the Customer.

- e. Post successful online transaction, an SMS alert will be sent to the registered mobile number of the customer. This SMS can be used as a valid proof for the transaction. The customer can also ask for a receipt.
- f. For Instrument Pickup service, the Customer shall not provide any stale/mutilated/tampered/defective instruments to the Official / Agent. The official/Agent shall provide the Customer with a duly signed and stamped acknowledgment of the Instruments provided by the Customer to the official/ Agent. The Customer agrees and confirms that SBI shall not be held liable for not crediting any such amount of the total value of the stale/mutilated/tampered/defective instruments in the Account of the Customer. The Customer agrees that the Instruments would be credited to the account in the next clearing cycle, depending upon the timings of the concerned local clearing house. The Customer further agrees that the amount would be credited to the Customer account subject to realization of the Instruments.

# 8. Other Operational Terms:

- 8.1 The Customer may request for cancellation/modification of a relevant service request/ instruction 4 hours before the appointed time.
- 8.2 In the event of the Customer placing an Instruction for modifications of an earlier Instruction through Phone, the Customer shall be required to first cancel the earlier Instruction and then provide a fresh Instruction for availing the Services.
- 8.3 Calls for Doorstep services will be accepted at the Branch/Contact Centres during business hours. The delivery would be completed on best effort basis but not later than T+1 working day (holidays excluded).
- 8.4 The Customer hereby authorizes SBI to charge the Account held with SBI with any sum of money that is payable by the Customer, if any, in connection with a transaction carried out by SBI including bank charges or service charges for such transactions.
- 8.5 The Customer agrees to comply with such security procedure as may be prescribed by SBI from time to time for purpose of sending Instructions. The Customer undertakes not to disclose the security procedure to any person. If the Customer is of the opinion or has reason to believe that the authentication procedure may be known by an unauthorized person, the Customer must notify SBI immediately.

- 8.7 The Customer hereby authorises that SBI shall be absolutely entitled to accept and act on the Instruction from the Customer and that any action taken in pursuance of the Instruction shall be valid.
- 8.8 SBI may contact the Customer through phone, email, letter or otherwise for processing the Instructions.

## 9. Charges/Fees:

- 9.1 SBI reserves the right to charge and recover from the Customer fees along with applicable taxes for availing the Services at any time as it may deem fit. Failure to pay the charges/fees (including applicable taxes) on or before the specified date will render the Customer liable for payment of interest at such rate as may be stipulated by SBI and/or withdrawal of the Services without any liability to SBI. SBI reserves the right to revise charges and notify the same on the Website from time to time. Any amendments to the Terms and /or the fees Such changes will be given effect only 30 days after the issue of notice through any of the medium as given below.
  - Displaying on the Bank's website bank.sbi
  - Displaying on the Notice Board at the Branches
  - Sending SMS/e-mail to the registered mobile number/e-mail id.
- 9.2 It at the appointed time, the Bank Official/ Agent reaches the registered address but is unable to deliver the services for reasons attributable to the Customer, the applicable charges would be payable by the customer.
- 9.3 If the service remains undelivered due to technical failure or for reasons attributable to the Bank Official/ Agent, no charges would be recovered.

## 10. Changes of Terms:

SBI shall have the absolute discretion to amend or supplement any of the Terms, features and benefits in relation to the Services. SBI may communicate the amended Terms by hosting the same on bank.sbi or in any other manner as decided by SBI. The Customer shall be responsible for regularly reviewing these Terms, including amendments thereto as may be posted on bank website and shall be deemed to have accepted the amended Terms by continuing to use the Services.

## 11. Non-Transferability:

The Services provided to the Customer is not transferable under any circumstance and shall be used only by the Customer. However, SBI shall have the right to transfer, assign or sell all its rights under this Terms and until they shall continue to be in force and effect for the benefit of the successors and assignors of SBI.

#### 12. Termination:

12.1 SBI may, at its discretion, withdraw temporarily or terminate the Services, either wholly or in part, at any time without giving prior notice to the Customer. SBI may, without prior notice, suspend the Services at any time during which any maintenance work or repair is required to be carried out or in case of any emergency or for security reasons, which require the suspension of the Services. SBI shall endeavour to give a reasonable notice for withdrawal or termination of the Services.

- 12.2 At any time, SBI may give notice to the Customer, in such manner as it may deem fit, including but not limited to, posting the notice on bank.sbi on the Terms and Conditions page that it shall not accept further Instructions and that notice shall be deemed to be effective against the Customer on notification of the same.
- 12.3 SBI may suspend or terminate the Services without prior notice if the Customer has breached these Terms or SBI learns of the death, bankruptcy or lack of legal capacity of the Customer.

#### 13. Governing Law:

These Terms shall be governed by the laws of India. The parties hereby agree that any legal action or proceedings arising out of the Terms shall be brought in the courts or tribunals at the place of signing on this agreement. and irrevocably submit themselves to the jurisdiction of such courts and tribunals. SBI may, however, in its absolute discretion, commence any legal action or proceedings arising out of the Terms in any other court, tribunal or other appropriate forum, and the user hereby consents to that jurisdiction. Any provision of the Terms which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of prohibition or unenforceability but shall not invalidate the remaining provisions of the Terms or affect such provision in any other jurisdiction.

#### 14. Miscellaneous:

- 14.1 SBI reserves the right to revise the policies, features and benefits offered through the Services from time to time and may notify the Customer of any such revisions/changes in any manner as deemed appropriate. The Customer will be bound by such revisions/changes unless the Customer terminates the Services.
- 14.2 The Customer shall comply with all such terms and conditions as SBI may prescribe from time to time for the Services availed by the Customer. All such transactions effected by or through facilities for conducting remote transactions including the internet, Internet banking, world wide web, electronic data interchange, SBI Customer Care Centre, teleservice operations (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication, established by or on behalf of SBI, for and in respect of such facilities/ services offered, shall constitute legally binding and valid transactions when done in adherence to and in compliance with the terms and conditions prescribed by SBI for such facilities/ services, as may be prescribed from time to time.
- 14.3 The Door-step services should be seen only as an extension to regular banking services offered by our Bank and hence liability of the Bank remains to the same extent as if the transactions were conducted at the Branch.

Signature	ΟŤ	the	customer

Name: Address: