



The Customer hereby declares that:

1. Has read and understood the product and/or service information for Giro as stated on the website www.bca.co.id and Account Opening Form.
2. BCA has confirmed the Customer's understanding of the product and/or service information for Giro.

Terms and Conditions for Current Account PT BANK CENTRAL ASIA Tbk ("BCA")



A Definition

1. A Customer is an individual, legal entity, non-legal entity, or a combination thereof that has met the criteria to open a Current Account.
2. Account Statement is a detail of financial transactions over a certain period issued based on BCA's bookkeeping for the Current Account.
3. Business Day means a day on which BCA and other banks are open to carry on general business activities.
4. Calendar Day means any day of the calendar month.

B General Terms and Conditions

1. By opening a Current Account with BCA, the Customer is subject to and agrees to these Terms and Conditions for Current Account PT Bank Central Asia Tbk ("Terms"). These Terms also apply to any subsequent opening of a Current Account by the Customer. BCA reserves the right to amend the Terms, which will be notified by BCA in any form and through any means in accordance with applicable law.
2. The Customer must notify BCA in writing of all data and data changes of the Customer, including but not limited to its name, address, telephone number, Tax ID Number (NPWP).
3. For the implementation of fund transfer transactions (including registration of destination accounts for the purpose of fund transfer transactions) through facilities provided by BCA, other banks, or non-bank institutions, the Customer hereby authorizes BCA to:
 - 3.1 Display the name and/or account number of the Customer on the BCA facilities used to conduct fund transfer transactions;
 - 3.2 Provide data on the name and/or account number of the Customer to other banks, non-bank institutions, and other parties cooperating with other banks or non-bank institutions to be displayed on the facilities used for fund transfer transactions.The display of such name and/or account number is conducted as a means of confirmation to customers who conduct fund transfers to minimize the possibility of wrong transfers.
4. For the implementation of deposit transactions, transfers, remittances, or other financial transactions and for the purposes of verification/confirmation of the status of transactions made by the Customer to a fund account, virtual account, or other means that can receive funds or can be used as a facility for fund transfer/payment through BCA branch offices, facilities provided by BCA, other banks, or non-bank institutions, the Customer hereby authorizes BCA to:
 - 4.1 To display the Customer's name and/or account number on the Account Statement and transaction reports issued by BCA;
 - 4.2 Provide data on the name and/or account number of the Customer to other banks, non-bank institutions, and other parties cooperating with other banks or non-bank institutions to be displayed on the facilities used for fund transfer transactions.
5. BCA will provide an Account Statement to the Customer in the form and by the means that will be notified by BCA to the Customer in accordance with applicable provisions.
6. Account Statement in the name of the Customer issued by BCA based on its books and records shall be valid evidence of the account transaction history, time and total amount of money in the Current account unless sufficiently proven otherwise.
7. If the Customer does not submit an objection within 14 (fourteen) Business Days after BCA provides or sends the Account Statement, the Customer is deemed to have agreed to all data contained in the Account Statement.
8. The Customer is obliged to bear the costs incurred in connection with the opening and closing of the Current Account at BCA, including but not limited to the cost of making/replacing the Passport Card, administration fees, transaction fees, penalty fees if the average monthly balance of the Current Account is less than the required minimum balance, as well as any other fees (if any), according to the currency of the Current Account, whether Rupiah or foreign currency.

The amount of these fees and their changes will be notified to the Customer in any form and through any means in accordance with applicable law. These fees are directly debited by BCA from the respective Current Account.
9. The Customer is prohibited from using the Current Account and/or funds held in the Current Account to conduct transactions, accommodate transaction proceeds and/or business activities that are prohibited and/or contrary to applicable legal provisions, including but not limited to transactions and/or engaging in money laundering, terrorism financing, financing of the proliferation of weapons of mass destruction, illegal investment, fraud, gambling, narcotics, or other criminal acts.
10. BCA reserves the right to block the Customer's account, postpone/reject transactions on the Customer's account, and/or terminate the business relationship/account with the Customer, including but not limited to cases where:
 - 10.1 the Customer fails to comply or violate the prevailing law;
 - 10.2 the Customer fails to provide information and supporting documents in accordance with the prevailing law;
 - 10.3 the Customer is found and/or is reasonably suspected of using false documents and/or providing misleading data to BCA;
 - 10.4 the Customer provides allegedly inaccurate information; and/or
 - 10.5 Customer's source of funds for transactions is found and/or reasonably suspected of emanating from a criminal offence.
11. The Customer authorizes BCA to provide Customer's data to any party other than BCA that has entered into a cooperation with BCA, for promotional activities or other commercial purposes.
12. The Customer authorizes BCA, either now or after the Customer is no longer a BCA customer, to offer BCA's products/services and products/services of other parties having entered into a cooperation with BCA via personal communication means.
13. As long as the Customer (including any one or more parties forming a joint Current account) is still indebted to BCA by virtue of credit facilities, L/C, bank guarantees or any guarantee issued by the Customer (borgtocht), interest, fees, clearing fees, fees for cheque/Bilyet Giro books, stamp duty, drafts, letters of acceptance or other trade documents signed by the Customer for purposes of acceptance, endorsement, or withdrawal, guarantee or as a result of the use of credit cards or any charges or obligations incurred from any causes whatsoever, BCA has the right to and, to the extent necessary, is hereby authorized by the Customer to debit Customer's Current account and to apply the proceeds to settle any amount due to BCA at any time. Any consequences arising from the debiting of the Current account by virtue of Customer's authorization shall be the sole responsibility of the Customer.
14. In the event of the lack or insufficiency of funds in Customer's Current account, at the first request of BCA, the Customer must pay to BCA a certain amount deemed reasonably sufficient by BCA to settle Customer's debts as referred to in point 13.
15. If the Customer requests BCA to make a collection of instruments (inkaso) from the issuing bank, BCA has the right to appoint a correspondent bank to process the collection. Failure or delay by such correspondent bank in processing the collection with the issuing bank, remitting the proceeds to BCA and any loss incurred as a result of the collection process shall be the sole responsibility of the Customer.
16. The Customer shall be fully responsible for:
 - 16.1 The authenticity, validity, correctness and completeness of all documents submitted to BCA in connection with Customer's Current account; and
 - 16.2 The validity of the signature(s) in each and every document and the authority of the person(s) who signed such document.

17. The Customer is fully liable for any losses arising from any incomplete data, failure to receive notification by telephone, email, or other means of communication, or delay in or non-delivery of any notices delivered by the Customer to BCA, or letter sent by BCA to the Customer which is not attributable to BCA's fault.
18. Based on certain considerations, BCA reserves the right to close the Customer's Current Account.
19. The Customer hereby agrees that the party with whom Customer opens Current account with the status of "Joint Account" "OR" may conduct financial and non-financial transaction on the Current account with the status of "Joint Account" "OR" through facilities provided by BCA. For such purpose, the Customer hereby gives approval to BCA to provide access to the Current account with the status of "Joint Account" "OR" to the party with whom Customer opens Current account with the status of "Joint Account" "OR".
20. Any actions taken by one or more parties that open a Current account with the status "Joint Account" shall be binding on all such parties and therefore each of them is jointly and severally liable to BCA for any consequences arising therefrom.
21. BCA is not liable for any losses, claims or demands from any party arising from any events that occur beyond the control of BCA (force majeure) including but not limited to the implementation of any rules or regulations issued by competent authorities, disruption of communication systems, natural disasters, strikes, riots, or emergencies.
22. BCA reserves the right:
 - 22.1 To perform a correction or reversal of a transaction or balance in the Current Account or Account Statement, including but not limited to cases of incorrect posting or recording by BCA.
 - 22.2 To make corrections to the Account Statement, including but not limited to cases where there are errors in the Account Statement.
23. Customer's funds deposited with BCA are guaranteed by the Indonesia Deposit Insurance Corporation (Lembaga Penjamin Simpanan, LPS) according to the stipulated maximum amount covered by the LPS. The LPS shall not guarantee any deposit with an interest rate exceeding the maximum rate stipulated by the LPS.
24. The Current Account will be automatically closed by the system if the Current Account balance is Rp0 (zero Rupiah) and there are no debit or credit transactions on the Current Account for 6 (six) consecutive months.
25. The Customer must ensure that their Current account remains active by performing activities in accordance with applicable laws, including checking the balance at least once every 360 (three hundred sixty) days and/or performing other actions in accordance with BCA's applicable provisions, which will be notified by BCA in any form and through any means in accordance with applicable laws. Activities on the Current account also take into account activities on each sub-account linked to the Current account.
26. In the event that the Customer does not perform activities on the Current Account and all sub-accounts linked to the Current Account as referred to in point 25 above, the Current Account will be classified as an inactive account or dormant account in accordance with applicable laws.
27. BCA reserves the right not to execute debit and/or credit transactions of funds from and to the Current Account classified as inactive or dormant account in accordance with applicable laws.
28. The Customer may apply for reactivation of the Current Account classified as inactive or dormant account as referred to in point 26 above through means determined by BCA, which will be notified by BCA in any form and through any means in accordance with applicable laws.
29. Upon submission of a request for reactivation of the Current Account as referred to in point 28 above, BCA reserves the right to:
 - 29.1 Conduct customer due diligence on the Customer who apply for reactivation of the Current Account classified as inactive or dormant in accordance with applicable laws;
 - 29.2 Reject applications for reactivation of the Current Account if the Customer's Current Account meets certain criteria in accordance with applicable laws.
3. Deposit in forms of Cheques, Bilyet Giro, drafts, and other instruments of similar nature will be credited to the Current account on the same day of receipt of such instruments, but the funds so credited shall not constitute good funds (dana efektif) that can be readily used or withdrawn by the Customer (floating). The status of good funds in the Current account is dependent on the clearing result from Bank Indonesia and time of the clearing process (same day, next day or two days) as applicable to each BCA branch. For incoming remittance transactions, funds will be credited to the Current account once the amounts are actually received by BCA in good funds.
4. In the event that a Cheque, Bilyet Giro, draft and any other instrument of similar nature is rejected, then BCA has the right to debit Customer's Current account with an amount equal to the amount of the rejected Cheque, Bilyet Giro, draft and any other instrument of similar nature, along with any fees arising therefrom.
5. In the event the issuing bank refuses to pay the instrument deposited by the Customer, the rejected instrument may be collected or picked-up by the depositor within 30 (thirty) calendar days of the rejection date. If the depositor fails to collect the rejected instrument within such period, BCA disclaims liability for any consequences arising from such noncollection of that instrument.
6. The Customer must abide by the following provisions:
 - 6.1 Any cheque presented to BCA for payment before the payment date stated on the cheque ("postdated cheque") will still be paid by BCA on condition that the Customer has sufficient funds available in Customer's account.
 - 6.2 Bilyet Giro means a written order from the Customer to transfer funds from Rupiah Current account to the account of the beneficiary whose name is stated on that Bilyet Giro and the Bilyet Giro is not cashable nor transferable.
 - 6.3 Request for a Cheque /Bilyet Giro Book must be made in writing by the Customer; and the return of the first sheet (receipt) of the Cheque/Bilyet Giro book must be done once the Cheque/Bilyet Giro book is received by the Customer or by any other person authorized by the Customer.
 - 6.4 The deadline for collecting the requested Cheque/Bilyet Giro book is no later than 30 (thirty) calendar days of the date on which the Customer makes the request for such Cheque/Bilyet Giro book.
 - 6.5 If the Customer fails to collect the requested Cheque/Bilyet Giro book after the lapse of such 30 (thirty) calendar days of the date on which the Customer makes the request therefor, BCA has the right to unilaterally destroy such Cheque/Bilyet Giro book. The Customer will still be charged in accordance with the applicable terms and conditions for each Cheque/Bilyet Giro book that is not collected and destroyed by BCA.
 - 6.6 Any Bilyet Giro presented to BCA for intrabank or interbank transfer before its due date will be dishonored by BCA regardless of whether or not there are sufficient funds available in the Current account.
 - 6.7 The Customer must ensure sufficient funds in the Current account for payment of the outstanding Cheque/Bilyet Giro. Any Bilyet Giro which has fallen due or any Cheque presented to BCA will be dishonored by BCA and treated as a dud Cheque/Bilyet Giro if there are insufficient funds in Customer's Current account for payment of the Cheque/Bilyet Giro.
 - 6.8 The Customer shall not draw a dud Cheque/Bilyet Giro for any reason. The Customer hereby agrees and acknowledges that its Current account will be closed and Customer's name will be put on the Bank Indonesia Blacklist if the Customer draws such dud Cheque/Bilyet Giro.
 - 6.9 The Customer holds BCA harmless against all legal proceedings and any legal consequences arising from the rejection of a dud Cheque/Bilyet Giro to the extent such rejection is in accordance with the applicable laws and regulations.
 - 6.10 Cancellation of a Cheque by the Customer must be made in writing and can only be processed by BCA after the expiry of the offer timeframe provided that the instruction on such Cheque has not been processed at the time BCA receives the written notice. Bilyet Giro shall not be canceled by the Customer since the Bilyet Giro is issued by the Customer.
 - 6.11 In the event of any written report on the loss of any Cheque/Bilyet Giro accompanied by a Police certificate, then BCA has the right to dishonor the Cheque/Bilyet Giro.
 - 6.12 The Customer agrees to comply with all the provisions governing Cheque/Bilyet Giro, including, among others, those concerning the signing of Cheques/Bilyet Giro, payment of stamp duty, and other provisions for drawing a Cheque/Bilyet Giro.
7. The Customer hereby authorizes BCA to provide Customer's data to the paying bank as may be required for the remittance of Customer's funds.
8. Upon termination of the relationship between BCA and the Customer in respect of the Current account, the Customer must settle all of its obligations in connection with any Cheque/Bilyet Giro that has been drawn but remains outstanding, and return all of the remaining sheets of the Cheque/Bilyet Giro book in its possession to BCA.

C Special Terms and Conditions for Rupiah Current Account

1. Upon the opening of the Rupiah Current account, BCA will provide the Customer with a Cheque/Bilyet Giro book.
The Customer will be charged a certain fee for the issuance of such Cheque/Bilyet Giro book. The amount of such fee and any change thereto will be notified by BCA to the Customer in any form and by any means in accordance with the prevailing law.
2. The Customer is fully liable for any misuse of the Cheque/Bilyet Giro provided by BCA to the Customer.

D Special Terms & Conditions Foreign Currency Current Account

1. Upon opening a Foreign Currency Current account, BCA will provide the Customer with Letter of Authorization (LA), namely an instruction letter to debit the Foreign Currency Current account. The Customer is solely responsible for any misuse of the LA provided.
2. The LA cannot be used as a means of payment and is not transferable or redeemable.
3. If deposit payments are received in a denomination other than the currency in which the Foreign Currency Current account is denominated, then the amount shall be credited to the Foreign Currency Current account using the applicable exchange rates at BCA. The Customer of the Foreign Currency Current account hereby holds BCA harmless against any liabilities and losses as a result of currency devaluation/depreciation of any outstanding instruments still in the collection or transfer process.
4. For every transaction whether interbank or intrabank transfer in a foreign currency from BCA's Current Account, the customer agrees that the transaction will use the exchange rate prevailing at BCA.
5. Withdrawal from the Foreign Currency Current account in the form of banknotes are subject to the prevailing exchange rates at BCA and the availability of such banknotes at BCA.

E The National Blacklist

1. Any Customer of a Rupiah Current Account is liable to the sanction of being deprived of the right to use Cheques and/or Bilyet Giros (BG) and/or being placed on the DHN (National Blacklist), if such Customer draws a dud Cheque and/or Bilyet Giro under the DHN criteria or if such Customer has been placed on the DHN by any other Bank.
2. The Customer must return the remaining blanks Cheque and/or Bilyet Giro (BG) to the Bank if the right to use the Cheque and/or Bilyet Giro is frozen, the identity of the Customer has been placed on the DHN, or closure of the Current Account authorized by the Customer.
3. The Customer must report the fulfillment of its obligations in settlement of the issuance of the dud Cheque and/or Bilyet Giro (BG) which the fulfillment is carried out within a period of 7 (seven) Business Days after the rejection date.
4. The criteria for placing the Customer on the DHN shall be as follows:
 - 4.1 Drawing 3 (three) or more Dud Cheques and/or Bilyet Giros on separate occasions, each for a nominal value of below Rp500,000,000 (five hundred million rupiah) from the same Drawee Bank within a period of 6 (six) months, or
 - 4.2 Drawing 1 (one) Dud Cheque and/or Bilyet Giro for a nominal value of Rp500,000,000 (five hundred million rupiah) or more.
5. Any Cheque and/or Bilyet Giro drawn by the Customer shall be deemed as a Dud Cheque and/or Bilyet Giro to the extent such Cheque and/or Bilyet Giro has been processed for clearing or for inhouse transfer by the Drawee Bank, and the number of Dud Cheques and/or Bilyet Giros shall be calculated in the following manner:
 - 5.1 Any Cheque and/or Bilyet Giro presented by the Bearer and dishonored by the Drawee Bank due to insufficient funds in the relevant Current Account or closure of the Current Account shall be treated as a Dud Cheque and/or Bilyet Giro.
 - 5.2 Any 1 (one) Cheque and/or Bilyet Giro that is presented repeatedly by the Bearer to the Drawee Bank and is dishonored due to insufficient funds or closure of the relevant account, to the extent the same Cheque and/or Bilyet Giro has been presented, shall be counted as issuance of 1 (one) Dud Cheque and/or Bilyet Giro.
 - 5.3 Any number of Cheques and/or Bilyet Giros presented by the Bearer and dishonored by the Drawee Bank on the same date due to insufficient funds or closure of the relevant account shall be deemed as issuance of Dud Cheques and/or Bilyet Giros as many as the number of the relevant dishonored Cheques and/or Bilyet Giros.
6. The Rupiah Current Account of the Customer shall be closed if the Customer continues to issue another Dud Cheque and/or Bilyet Giro during the DHN sanction period.
7. The Customer's identity shall be on the DHN for 1 (one) year commencing from the issuance date thereof. If the Customer issues another dud Cheque and/or Bilyet Giro while still listed on the DHN, then the identity of the Customer will be placed again on the DHN in the next period, which shall be effective for 1 (one) year from the issuance date of such latest DHN.

8. Cancellation of placement of the Customer on the DHN in relation to the issuance of Dud Cheques and/or Bilyet Giros can only be done under the following conditions.

- 8.1 The Drawee Bank has received satisfactory evidence of the settlement of all obligations under the Dud Cheques and/or Bilyet Giros issued by the Customer to the Bearer within a period of 7 (seven) Business Days after the rejection date.
 - 8.2 There is a final and binding court decision or order that the Bank cancel the dishonour of the dud Cheque and/or Bilyet Giro or the court finds that the Customer did not issue any Dud Cheque and/or Bilyet Giro.
 - 8.3 There occurs a force majeure, preventing the Customer from performing the relevant obligations under the issued Cheques and/or Bilyet Giros, including natural disasters or major riots in the territory of the Republic of Indonesia.
 - 8.4 It is satisfactorily proven that the payment or inhouse transfer in relation to the issuance of the dud Cheques and/or Bilyet Giros is made in favour of the Customer itself, so that no other party incurs any loss arising therefrom.
9. The Drawee Bank will rehabilitate the Customer from the DHN provided that the removal of the Customer's identity from the DHN is approved by Bank Indonesia.

10. The rehabilitation of the Customer's identity from the DHN shall be effective in the manner as described below.

- 10.1 As regards the Drawee Bank, with effect from the date on which approval from Bank Indonesia is received.
- 10.2 As regards any Bank other than the Drawee Bank, with effect from the date on which the Drawee Bank rehabilitates the Customer's identity from the DHN.

F Complaint Handling (Complaints)

1. Any complaints to BCA in connection with Current account may be lodged by the Customer with any BCA branch office or with HALO BCA. For the purposes of handling such complaints, BCA has the right to ask the Customer to submit a copy of the Customer's identity and other supporting documents.
2. BCA will respond to complaints in accordance with the applicable law. Further information regarding complaint handling by BCA can be found at bca.co.id/en/penangananpengaduan.

1. The Customer agrees that any disputes or differences of opinion arising from and/or in connection with the implementation of these Terms for Current Account PT Bank Central Asia Tbk ("BCA") will be resolved through deliberation.
2. Any dispute or difference of opinion that cannot be amicably resolved between the Customer and BCA will be resolved through banking mediation facilities at Bank Indonesia or the Financial Services Authority or by means of mediation through an Alternative Dispute Resolution Institution included in the List of Alternative Dispute Resolution Institutions stipulated by the Financial Services Authority.
3. Any dispute or difference of opinion that cannot be resolved by deliberation, banking facilitation, and/or mediation as described in item 2 above will be resolved through the District Court of Central Jakarta, without prejudice to BCA's right to file a suit or claim through any other District Court within the territory of the Republic of Indonesia.

The Customer hereby declares that Customer has fully understood and accepted these Terms and Conditions as described above and BCA has provided sufficient explanation and asked for confirmation of the Customer's understanding of the benefits, fees and risks as well as rights and obligations related to BCA Current Account.

These Terms and Conditions for Current Account of PT Bank Central Asia Tbk have been adjusted in compliance with the prevailing laws and regulations, including Regulations of the Financial Services Authority

These Terms and Conditions for Current Account of PT Bank Central Asia Tbk ("Terms") are made and signed in 2 (two) versions of languages, namely Indonesian and English. In the event that there is a discrepancy in interpretation between the versions of Indonesian and English, then the version of Indonesian language shall prevail.