



FBN BANK (UK) LIMITED

Terms and conditions

**Personal and Micro-Enterprise Accounts
and Investment Services**

Effective from 01st January 2017

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Section A
Overview of these Terms and Conditions

1 Introduction

- 1.1 These terms and conditions (the “Terms”):
- (a) apply if you are a Consumer and or if you have a business banking relationship as a Small Business Customer with FBN Bank (UK) Limited in the United Kingdom;
 - (b) explain our obligations to you and your obligations to us; and
 - (c) apply to our key products and services provided to you in the United Kingdom.
- 1.2 Please read these Terms carefully and retain them for future reference. These Terms will continue in force until terminated in accordance with paragraph 11 (Closing your account) of Section C.
- 1.3 We have tried to express these Terms in language that is easy to understand, but there may be technical terms that you are not familiar with. Please do let us know if you would like an explanation of the meaning of anything contained in the Terms.
- 1.4 The accounts we offer to customers are categorised in these Terms as either “Payment Accounts” or “Non-payment Accounts”. Unless a condition says otherwise, it applies to both Payment Accounts and Non-payment Accounts.
- 1.5 The following accounts are Payment Accounts (the “Payment Accounts”):
- (a) Call Account;
 - (b) Current Account; and
 - (c) Instant Savings Account.
- 1.6 The following accounts are Non-payment Accounts (the “Non-payment Accounts”):
- (a) Fixed Term Deposit Account;
 - (b) Foreign Exchange Account;
 - (c) 30 Day Notice Account;
 - (d) 60 Day Notice Account; and
 - (e) 90 Day Notice Account.
- 1.7 Your agreement with us is contained in:
- (a) these Terms;
 - (b) any additional conditions in respect of a particular product or service that we may agree between us; and
 - (c) the application form or forms you have signed.
- 1.8 The additional conditions include our charges and interest rates tariff, notice periods, minimum or maximum balances and other terms which are specific to a particular account or service. We will provide you with additional conditions when you apply for a new product service. We may also publish them on our website. We will provide you with a copy of these Terms and any applicable additional conditions at any time on request.

- 1.9 If the additional conditions are inconsistent with these Terms, the additional conditions will apply. Similarly, if there is a provision in these Terms that is specific to a particular product or service, that provision will take precedence over provisions of general application in relation to that product or service in the event of inconsistency.
- 1.10 In these Terms “you” and “your” includes all joint account holders and any person you authorise to give instructions on your accounts in accordance with Section C, paragraph 3. “We”, “us”, “our” and “FBN” mean FBN Bank (UK) Limited, and “FBN Group” means us, our parent company and any companies in our group (within the meaning of the Financial Services and Markets Act 2000). Any references to “business days” shall mean any day on which banks in the United Kingdom are generally open for business, other than weekends and local bank holidays.

2 Contacting each other

- 2.1 We may contact you by post, telephone, fax, e-mail or by other electronic means (which in these Terms includes the internet and any form of electronic message made by any type of electronic device) using the latest address, telephone number or electronic mail address you have given us. It is your responsibility to ensure that we have your current contact details. We will continue sending information to you at the last known address we have for you. If you do not inform us promptly of a change to your details, the security of your information could be put at risk.

- 2.2 You can use the following details to contact us:

FBN Bank (UK) Limited
28 Finsbury Circus
London EC2M 7DT

Telephone: +44 (0)20 7920 4920

Fax: +44 (0)20 7920 4970

E-mail: info@fbnbank.co.uk

Website: www.fbnbank.co.uk

- 2.3 You can use the following details to contact Customer Services:

Customer Services
FBN Bank (UK) Limited
28 Finsbury Circus
London EC2M 7DT

Telephone: +44 (0)20 7920 4920 (please select the Customer Services option)

E-mail: customerservice@fbnbank.co.uk

- 2.4 Telephone calls and electronic communications (including e-mails) made between us may be recorded for training and monitoring purposes.

3 General information

- 3.1 These Terms are governed by the laws of England and the courts of England shall have non-exclusive jurisdiction over any dispute arising under them.
- 3.2 We will only write and communicate with you in English. If a translation to any other language is provided to you, this will be done for convenience purposes only and in all cases English will remain the legally binding language of our communications with you.
- 3.3 You may at any time notify us of changes to your personal contact details or other information by writing to our Compliance Officer and we may at any time notify changes in our contact details by delivering the

same to you or your agent at the address for the time being retained in our records. No amendment will affect any legal rights or obligations which may have arisen prior to the making of such amendment.

- 3.4 If we choose not to exercise rights against you immediately we can still do so later.
- 3.5 FBN Bank (UK) Limited is a subsidiary of the First Bank of Nigeria Limited and is incorporated in England and Wales with registered office 28 Finsbury Circus, London EC2M 7DT. FBN Bank (UK) Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (FCA Firm Registration Number 216772). FBN Bank (UK) Limited's registered VAT Number is 365490238 and its Company Register Number is 04459383. The services we are authorised to provide include deposit taking, investment advice and dealing as principal.
- 3.6 You can view the FCA Register at <http://www.fsa.gov.uk/register/home.do>.
- 3.7 You can also find out about some of our current rates and charges in our Tariff detailed at Appendix 2 of these Terms (the "Tariff"), on our website, www.fbnbank.co.uk, or by phoning us or asking our staff. When we change the credit interest and/or overdraft interest rates on your account, we will update the information available on our website within three business days of the change and will update information in our literature as soon as reasonably possible after the change.

4 Changes to these Terms

- 4.1 We may change these Terms, our charges and interest rates and introduce changes to our services (including any benefits or services provided as part of an account package) at any time where you will incur no extra cost and we consider this is to your advantage. Changes will normally be caused by market conditions (including any change in base interest rates), changes in the cost of providing a service to you, predicted changes in legal or other regulatory requirements affecting us, or any system or product development, or any other good reason. Changes to interest rates will be made and notified to you in accordance with paragraph 5.4 of Section A.
- 4.2 If your account is a Payment Account, we will give you not less than 60 days' notice of any changes to these Terms, which are to your disadvantage.
- 4.3 If your account is a Non-payment Account, we will give you not less than 30 days' notice of any changes to these Terms, which are to your disadvantage.
- 4.4 We will notify you of any changes to these Terms by:
- (a) sending you written notice by post or by electronic means; or
 - (b) putting messages on your postal statements.
- 4.5 We may also introduce changes to these Terms immediately and advise you within 30 days of the change if we reasonably consider the change is to your advantage or if we consider they are necessary to take account of any legal or regulatory requirements.
- 4.6 Where we make a major change or several minor changes, we will provide you with revised Terms or a summary of the changes.
- 4.7 If we make any change to these Terms that is to your disadvantage, you may:
- (a) switch your Payment Account or close it without incurring extra charges or interest, provided you do so within 60 days of receiving notice of the change; or
 - (b) switch your Non-payment Account or close it without incurring extra charges or interest, provided you do so within 30 days of receiving notice of the change.
- 4.8 If you do not notify us prior to the date of the proposed change, you will be treated as having accepted the changes.

5 Interest and charges

- 5.1 When you become a customer we will give you information on the interest rates and charges which apply to your accounts. We will deduct interest or pay it to you in accordance with those rates and charges. Many of the rates and charges that we deduct from your account are contained in our Tariff. You can also find out about current and historical rates and charges by phoning us or by asking our staff. We may also agree charges and rates of interest with you as and when you wish to use our payment services. If you use further products or services in the future, we will inform you of the charges that relate to them and you can ask for information on other products and services at any time.
- 5.2 Unless we tell you otherwise, we work out interest on a daily basis on the amount of the cleared balance on each account at the end of each day.
- 5.3 We pay interest or, if applicable, charge interest and fees by crediting or debiting your account.
- 5.4 Unless a change in law requires us to act differently, we will give you not less than 30 days' notice if you are a Non-payment Account holder and not less than 60 days' notice if you are a Payment Account holder before making changes in interest rates, unless the change in interest rate:
- (a) is in your favour; or
 - (b) is based on a specified external rate or index;

in which case the change will be made by us immediately.

- 5.5 When we change the interest rates on accounts we will, within three business days of the change, put notices on our website. To help you compare rates more easily, our notices will show clearly the old and new rates.
- 5.6 Our Tariff, set out at Appendix 2, contains our current charges for basic account services. These may change during the course of this agreement. If any changes are made to the Tariff, details of the revised charges will be sent to you at least 60 days before the implementation date for the changes in accordance with section 4 above. We will give you not less than 14 days' notice before deducting interest or charges which have built up over a charging period.
- 5.7 If your account is overdrawn, or you go over your overdraft limit, we may charge you interest and also a fee by debiting your account. We may agree overdraft charges and rates of interest with you along with any conditions applicable to these charges or rates of interest. In the absence of agreement the overdraft charges and rates of interest, as well as conditions applicable to them, are in our Tariff.
- 5.8 Interest will be paid without withholding tax save as may be required by law.
- 5.9 There may be other taxes or costs that are not paid through us or imposed by us that you have to pay in connection with your account. Wherever possible, we will notify you of any such taxes or costs before they become payable.

6 Our liability to you and your liability to us

- 6.1 We will be liable to you for any loss, injury or damage resulting from any failure, delay or error in carrying out our obligations under these Terms but our liability will be the lower of:
- (a) the amount of such loss, injury or damage; and
 - (b) the amount of any interest you do not receive or any interest you have to pay as a result of such failure, delay or error, as well as any losses which you suffer as a result of our failure to carry out any obligation, and which were reasonably foreseeable by us when we entered into our Agreement (of which these Terms form a part) with you.
- 6.2 We will not be liable to you in any circumstances where:

- (a) we do not act on your instructions for any reason under paragraph 2.2 of Section B or paragraph 2.4 or paragraph 7.15 of Section C;
 - (b) the instructions you give us are not correct; or
- 6.3 We will not be liable for any losses suffered by you as a result of our delay, or failure to make a payment, if you do not provide any additional information we request from you in accordance with paragraph 9 of Section E, on the same business day that we receive your instruction.
- 6.4 We will not be liable to you in any circumstances for:
- (a) loss of business, loss of goodwill, loss of opportunity, loss of profit;
 - (b) any type of special, consequential or indirect loss whatsoever; or
 - (c) loss caused as a result of any use by you of any account aggregation or similar service provided by someone else,

to the extent that such losses were not reasonably foreseeable by us at the time we enter the Agreement of which these Terms form a part.

- 6.5 We shall not be liable to you in any circumstances for acting on the instructions of a person you have authorised in a mandate (including where that authorised person sets up a direct debit or standing order) unless they act outside the authority you gave them in the mandate and we acted on those instructions.
- 6.6 If you breach any of these Terms, we shall be entitled to claim from you any losses or costs that we incur as a result of your breach. These include, but are not limited to, the costs of tracing you, notifying you of the breach, communicating with you about the breach and enforcing payment of any amount due to us. Our entitlement to claim such losses from you is in addition to our entitlement to recover from you any monies that you already owe us (such as any fees for our services that you have not yet paid).
- 6.7 If you fail to make a payment to us when it is due, we may use money in any account(s) you have with us to pay or reduce any debt which you owe to us. A joint account credit balance can only be used to pay or reduce a debt in joint names. If we decide to exercise this right of 'set-off', you will be given 3 days' written notice. During the notice period we may not allow any transactions to be made on your account.
- 6.8 You will all be liable for any amounts owing on joint accounts, including overdrafts and loans. We may recover such amounts from one or all or any combination of joint account holders regardless of which one(s) incurred the liability. In legal terms, this is known as each joint account holder being liable on a joint and several basis.
- 6.9 If you use an online service which allows you to view details of more than one online account, all users of that online account may be liable for any fraud or mistakes that happen on your accounts as a result.

7 Using information about you

- 7.1 In order to provide you with products and services, we need to collect, record, use, share and store personal and financial information about you ("your information"). Your information may include personal data and sensitive personal data (as defined in the Data Protection Act 1998 (the "Act")). Our use of such information is governed by the Act, and we, FBN Bank (UK) Limited are the data controller in respect of such information. Your information includes information which we:
- (a) obtain from you or from third parties, such as employers, joint account holders, credit reference agencies (who may search the electoral register), fraud prevention agencies, intermediaries who refer you to us and who have collected your information from you as part of that referral process, intermediaries who facilitate communication of information relating to your account between us and you, or other organisations or other parties associated with you, when you apply for an account or any other product or service, or which you or they give to us at any other time; or

- (b) learn from the way you use and manage your account(s), from the transactions you make such as the date, amount, currency and the name and type of supplier (e.g. supermarket services, medical services, retail services) and from the payments which are made to your account.
- 7.2 You agree that should a member of the FBN Group be required by law or by agreement with tax authorities to provide information about you (including information regarding your account) to any tax authority whether in the UK or elsewhere, we may do so and irrespective of whether the tax authority in question requires the information for its own purposes or for the purposes of passing that information on to the tax authorities in another country where you may be subject to tax. Should we need any further information or documents from you in order to comply with our obligations or to answer any information requests received from a tax authority, you agree to provide us with any such information and documentation no later than 30 days from us sending a request to you.
- 7.3 We may also share your information with the FCA or any other statutory, governmental or regulatory body, as required by law or for other legitimate purposes.
- 7.4 Where you provide personal and financial information relating to others (e.g. dependants or joint account holders) for the purpose of opening or administering your account, you confirm that you have their consent or are otherwise entitled to provide this information to us and for us to use it in accordance with these Terms.
- 7.5 We and other companies in the FBN Group will use your information: to manage your account(s), give you statements, provide our services, for assessment and analysis purposes (including credit and behaviour scoring and market and product analysis), for administration purposes, to prevent and detect fraud, money laundering and other criminal or prohibited activity, to carry out regulatory checks, meet our obligations to any relevant regulatory authority and to develop and improve our services to you and other customers and protect our interests.
- 7.6 We and other members of the FBN Group will use your information to inform you by letter, telephone, e-mail and other electronic means, about products and services (including those of others) which may be of interest to you. If you do not wish to receive such information from us, please notify us by contacting us at Customer Services, FBN Bank (UK) Limited, 28 Finsbury Circus, London, EC2M 7DT, telephone 020 7920 4920.
- 7.7 In order to provide our services, collect and manage debts, and for ourselves and our third party partners to carry out assessment and analysis on the services provided to you, we may share your information with other companies in the FBN Group, service providers, debt collection agencies and with our third party partners who have referred your business to us. In order to provide our services, we may also share information with third party intermediaries who facilitate communications between us and you in relation to your account, and with whom you have an existing relationship. We will only share the minimum amount of your information necessary for us to achieve these purposes.
- 7.8 Other parties (including other companies in the FBN Group) with whom we may share information may be located in countries that might not have equivalent laws in place to protect information relating to you.
- 7.9 If we transfer your information in accordance with these Terms to a person, office, branch or organisation located in another country, we will make sure that they agree to apply the same levels of protection as we are required to apply to your information.
- 7.10 We and credit reference and fraud prevention agencies will share your information. We and other organisations may access and use this information to make credit assessments and to prevent and detect fraud, money laundering and other crimes.
- 7.11 Information held about you by the credit reference agencies may already be linked to records relating to your partner or members of your household where a financial association has been created. Any enquiry we make at a credit reference agency may be assessed with reference to any associated records. This association will be taken into account in all future applications by either or both of you and shall continue until one of you applies to the credit reference agencies and is successful in filing a disassociation. Another person's record will be "associated" with yours when:

- (a) you make a joint application;
 - (b) you advise us of a financial association with another person; or
 - (c) if a credit reference agency has existing linked or associated records.
- 7.12 We do not give information about savings accounts to credit reference agencies.
- 7.13 Even if you do not consent to us passing information to credit reference agencies, we may tell them if you default on a payment due to us, provided that we tell you 28 days in advance to allow you to make payment and prevent your information being passed in this way.
- 7.14 We will retain information about you after the closure of your account, if the banking business relationship has terminated, or if your application is declined or abandoned for as long as permitted for legal, regulatory, fraud prevention and legitimate business purposes.
- 7.15 If we are asked to give a banker's reference to a third party about your ability to undertake a financial commitment, we will request your written permission before we give the reference.
- 7.16 You can ask for a copy of the information we hold about you by writing to us. A fee will be charged for this service. We can also provide the contact details of credit reference agencies if you wish to find out what information they hold about you.
- 7.17 We will treat all of your information as confidential and will not use it for any purpose incompatible with those outlined in these Terms. Reasonable measures will also be taken to safeguard against unauthorised or unlawful processing and accidental loss or destruction or damage to your information.
- 7.18 Your express consent will have been sought to allow us to use your information for all purposes other than operating your account, passing details of default by you to credit reference agencies, dealing with law enforcement agencies and satisfying our legal obligations. If you wish to withdraw your consent, you may do so at any time by contacting the Data Protection Officer on 020 7920 4920 or writing to FBN Bank (UK) Limited, 28 Finsbury Circus, London EC2M 7DT.

8 Complaints and redress

- 8.1 Nothing in these Terms will affect your statutory rights in case of any dispute between us. For more information, please obtain specialist legal advice or speak to any voluntary legal service provider.
- 8.2 If you want to make a complaint please contact your Relationship Manager (if applicable) or Quality Assurance (Assurance (telephone: +44(0)20 7920 4920 (please select the Reception and All other enquiries Customer Services option) or email: qualityassurance@fbnbank.co.uk) and we will tell you how to do this and what to do if you are not happy with the outcome. Our staff will help you with any questions you have. Our staff will help you with any questions you have.
- 8.3 FBN Bank (UK) Limited's UK activities are covered by the Financial Ombudsman Service (FOS). If you want to complain you may do so in person, in writing, by post, fax, e-mail or by telephone. Details of our complaints handling procedures are available on request from our premises, by telephone or on www.fbnbank.co.uk. If we do not resolve your complaint internally to your satisfaction, you may be able to refer it to the FOS, free of charge, but you must do so within six months of the date of our final response letter. You can contact the FOS at Exchange Tower, London E14 9SR, telephone 0800 023 4567 or visit www.financialombudsman.org.uk.
- 8.4 FBN Bank (UK) Ltd is a member of the Financial Services Compensation Scheme (the "Scheme"). In the event of our default or insolvency, you may be entitled to payments under the Scheme, which gives 100% protection (as with effect from 01st January 2017) for the first £85,000 of a depositor's total deposits. Customers with joint accounts may be entitled to claim up to £170,000. The above limits on compensation are correct as at the date of these Terms, but may change. Most depositors, including individuals and small firms, are covered. However, certain customers, such as Large Companies and Large Partnerships are not covered. For investments this is dependent upon the type of business and the circumstances of the claim. Most types of investment business are covered by 100% of the first £50,000 per person. The Scheme covers

deposits made with the offices of FBN Bank (UK) Limited within the European Economic Area and deposits denominated in all currencies are treated alike (however all claims will be paid out in UK Pounds Sterling). Further details of the Scheme are available upon request to us or from the Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU, telephone 020 7741 4100 or on www.fscs.org.uk.

Section B

Your Instructions to Us

1 Giving us instructions

- 1.1 For any method of communication you use to instruct us, the time of receipt will be the time we receive your instructions rather than the time you send them.
- 1.2 In most circumstances we cannot change or stop an instruction you give us because we start processing instructions when we receive them. Please see paragraph 7.10 of Section C for further information on cancellation of payment instructions submitted with respect to a Payment Account. If we are unable to cancel your instructions, we may make a charge as set out in our tariff. However if we are able to stop the instructions we will notify you in writing of this.
- 1.3 For any payment to another party you must provide us with the following information in order that we may be able to process your request:
- (a) details of the recipient, including their name, address, account number and sort code;
 - (b) the date required for transfer;
 - (c) the amount to be transferred;
 - (d) the full address of the beneficiary; and
 - (e) any other documentation that we may ask you to provide from time to time.
- 1.4 You can give us instructions in writing by post. Any instructions must be sent to FBN Bank (UK) Limited, 28 Finsbury Circus, London EC2M 7DT and be accompanied by a document bearing your original signature(s).
- 1.5 We shall only accept instructions if the instructions are received from you or from any person whom you have previously advised us has authority to give instructions on your behalf in accordance with Section C, paragraph 3. In particular, we will accept direct debit instructions and instructions to set up a standing order from a third party, where you have signed and provided us with a mandate from you naming that third party and detailing their permissions. We would not be liable to you if we act in accordance with your instructions to us in the mandate.
- 1.6 Should we agree such measures with you, you may be able to provide us with instructions orally in person, by telephone or by electronic means (including email). Where we agree that you may give such instructions by telephone or by electronic means (including e-mail), we are entitled to act on those instructions if they have been confirmed by you (or another person authorised by you) on a return telephone call we may make to you, or the person authorised by you, on a telephone number that we hold on our records for you or the person authorised by you. If we are unable to contact you by telephone to verify the instructions, the payment may be delayed or not made. We may choose to proceed without obtaining further telephone confirmation of the instruction.
- 1.7 If you give us an instruction by telephone or electronic means we can ask you to confirm it in writing.
- 1.8 Before we can act on instructions given to us by telephone or by electronic means (including e-mail) we will inform you of the information we require to act on these instructions and the security procedures with you. By “security procedures”, we mean the use of a password, security keys, cards, personal identifier(s), codes, Personal Identification Numbers (PINs) and/or encryption device(s) and so on, which may be changed by us in the future. You must use the security procedures we notify you of from time to time.
- 1.9 If you do not provide correct payment details, we will not be liable for failing to make a payment or making an incorrect payment but we will make reasonable efforts to recover your funds (although we may charge you for this).

1.10 We will notify you of any financial or other limits we apply to telephone and electronic instructions from time to time. We will tell you if your transaction exceeds any of the limits.

1.11 During maintenance exercises or in case of emergency our electronic or telephone service may become temporarily unavailable, and where possible we will try and give you prior notice of this when such events occur.

2 Acting on your instructions

2.1 We reserve the right to take additional security measures before acting on instructions from time to time. As long as we have followed your instructions correctly, we can deduct the amount of any payment from your account. We may rely on any information quoted in an instruction as correct.

2.2 We can refuse to act on any instruction if:

- (a) you have insufficient funds or overdraft facilities in place to complete the transaction;
- (b) we have a good reason for thinking that you did not give us the instruction;
- (c) the instruction is not clear, is incomplete or not in the required form;
- (d) we believe that by carrying out the instruction we might break a law, regulation, code or other duty which applies to us;
- (e) we reasonably suspect fraud or it is prudent in the interests of crime prevention or compliance with sanctions laws; or
- (f) we reasonably believe that carrying out the instruction may damage our reputation.

2.3 If we refuse to act on your instructions, unless there is a security or other legal reason not to, we will notify you by either letter, telephone, fax, e-mail or any other form of communication we agree and if possible give our reasons for doing so. You can obtain information about the refusal and, where appropriate, our reasons for refusing to act on your instructions, along with information on how to correct any errors that led to the refusal, by contacting us in person or by telephone (unless a legal reason or certain other limited circumstances beyond our control prevent us from providing you with this information).

3 Erroneous or unauthorised instructions and payments

3.1 We are responsible for executing payments sent from and received to your account correctly. If we incorrectly execute a payment, we will refund the payment without undue delay. At your request, we will make immediate efforts to trace an incorrectly executed payment and will notify you of the outcome. If a payment from your account is shown to be unauthorised, we will subject to paragraph 3.2 of Section B refund the payment amount immediately and, where applicable, restore your account to the position it would have been in had the unauthorised payment not taken place.

3.2 Where a payment from your account is unauthorised or incorrectly executed, you will be entitled to a refund only if you notify us in writing without delay and no later than 13 months after the payment was made, unless we have failed to provide you with information about the payment. Where you have authorised a payment initiated by or through a payee (for example, a debit card payment at point of sale), you will only receive a refund, where:

- (a) your authorisation to debit your account did not specify the exact payment amount;
- (b) the amount debited exceeded the amount you had reasonably expected would be taken; and
- (c) your request for a refund is made within eight weeks from the date the payment is debited from your account.

You must provide us with such information as is reasonably necessary to check whether paragraph 3.2(a) and paragraph 3.2(b) of Section B above have been satisfied.

- 3.3 Except where paragraph 3.4 of Section B applies, you will only be liable for up to £50 for losses incurred in respect of unauthorised payments from your account arising from the use of a lost or stolen card, or where you have failed to comply with the security procedures (see paragraph 1.7 of Section B above).
- 3.4 You will be liable for all unauthorised transactions where you have acted fraudulently or have failed, intentionally or with gross negligence, to notify us in accordance with paragraph 4.2 of Section B or to comply with any other provision of these Terms relating to security procedures.
- 3.5 Should we decide that it is useful for any police investigation, you agree to provide us with any details and/or documents relating to an actual or suspected breach of the security provisions under these Terms.
- 3.6 We will do all that we reasonably can to prevent a breach of security resulting in unauthorised access to your accounts and the information we hold about you. As long as you have not breached paragraph 4.1 of Section B we will accept liability for any loss or damage to you resulting from any breach of security of our systems. To help prevent any security breach you should also read and follow any security procedures we may advise from time to time.
- 3.7 We may remove, suspend or reduce access to your account using our internet and/or telephone banking services, or any of the services we make available to you as part of our internet and/or telephone banking services where:
- (a) we have reasonable grounds to suspect the security procedures have not been kept safe;
 - (b) we have reasonable grounds to suspect unauthorised or fraudulent use of the security procedures; or
 - (c) as a result of a change in the way you operate your account or in your financial circumstances, we have reasonable grounds to believe that you may have difficulty in meeting your commitments.
- 3.8 Unless we are unable to contact you or there is a legal reason or other circumstances beyond our control preventing us from doing so, we will notify you personally before taking this action and provide our reasons for doing so. If we are unable to contact you beforehand, where possible we will notify you and give our reasons afterwards.
- 3.9 Should you receive a payment by mistake, we may remove that amount from your account regardless of whether you had allocated it for another use.

4 Protecting your information

- 4.1 You must do all that you reasonably can to make sure that your security details with us (including any of your identification information) are kept secret at all times and take steps to prevent unauthorised use of the security procedures. You must not give details of any such security details to anyone else or let anyone else use your security details. Try to remember any code or PIN and destroy any notification from us as soon as you receive it. You must never write down or record your PIN or other security details. Any security-related device must be kept physically secure, which includes making sure that security details are not kept in any form (including by browser or any other software) in such a way that anyone using the same device can go through the security procedures using stored details.
- 4.2 If you think someone else may know your security details, if the security procedures have been breached or if there has been unauthorised access to your Internet Banking account, you must tell us as soon as you can by telephoning us on +44 (0)20 7920 4920.

Section C

Account information

1 Opening an account

- 1.1 We must see originals of all the account opening documentation. If you wish to keep any original documents, we will take a copy and return the original to you.
- 1.2 We may make enquiries about you with credit reference agencies. We have the right to decline to accept your money or your application to open an account with us. You must be at least 18 years of age to open a personal or business account with us.
- 1.3 We will ask you for a specimen of your signature/s, so that we can pay cheques and other items from your account.
- 1.4 The address that you give us or, in the case of a joint account, either of you gives us, will be the one to which all communications will be sent. You must confirm any change of address in writing and also any change of name, contact phone number, or e-mail address (if this is how we communicate with you), and we may request that you provide proof of these changes to us before we act on any of your instructions following such changes.
- 1.5 We will require you to place a minimum deposit to open an account. Details of the current minimum deposit level can be found online on our website www.fbnbank.co.uk or by telephoning Customer Services on 020 7920 4920.

2 Operating the account

- 2.1 Automated withdrawals from your account (e.g. standing orders or direct debits) will, where possible, be debited at the beginning of the business day they are due. Deposits paid into your account on the day an automated withdrawal is expected may not therefore be available to meet that withdrawal.
- 2.2 If you maintain more than one account with us and you deposit funds without indicating to which account they should be credited, we will credit them to whichever of your accounts we think appropriate.
- 2.3 In addition to the internet banking services available, you may make transfers between any of your current and savings accounts by giving us your instructions over the counter, at our premises or in writing. We will, where possible, carry out the transfer on the same day as we receive your instructions.
- 2.4 Your account and the transactions passing through it may be affected by a Court Order: for example, a Bankruptcy Order, Freezing Order or Injunction Order. If so, the balance may change and transactions may not be processed or may be reversed.
- 2.5 Withdrawals of large sums from your account will be subject to advance notice, and further information on this may be requested from us in writing or by telephone.

3 Personal accounts

- 3.1 You can authorise another person to operate your account. If you wish to do so, we will ask you to sign a third party mandate. You can also do this by signing a power of attorney but you should take advice from a solicitor or other legal adviser before doing so, particularly if you are resident outside the UK as the laws governing powers of attorney may differ from those in the UK.
- 3.2 If you do this then you will be responsible for the actions or omissions of the third party as if they were your own. If you wish to remove an authorisation previously given you must give us written notice.
- 3.3 In the event that a petition for a bankruptcy order is presented against you, you agree that we may refuse to act on any instructions whenever given by you or any other party to make any payment/s out of any of your accounts or to carry out any dispositions or transfers of any of your property or assets of any kind unless

you have previously obtained an appropriate validation order from the court and set up a separate account or accounts in your name to which any of your future receipts may be credited.

4 Joint accounts

- 4.1 If you are opening a joint account with another person or other persons, we will ask for a specimen signature from all of you.
- 4.2 We will (unless instructed otherwise) accept instructions authorising account withdrawals or other action on the account signed by any one of you (or the survivor of you if one account holder dies).
- 4.3 We will send the statement to the first named account holder, unless you tell us in writing that you each require separate statements. The first named account holder is responsible for passing information we send to the other account holders.
- 4.4 If any one of you tells us about a dispute between any of you, we may treat this as a notice of cancellation of the authority. If we do, any further transactions will need the authority of you all unless otherwise instructed by all of you. If the dispute is of a serious nature, we may freeze the account and, if the dispute cannot be resolved, we may ultimately close the account.
- 4.5 All joint account holders should pay particular attention to paragraph 6.5 of Section A, which describes their liability for actions taken by other joint account holders.

5 Business accounts

- 5.1 We will (unless instructed otherwise) accept instructions authorising account withdrawals or other action on the account signed by any person or persons as authorised on the mandate form.
- 5.2 You can authorise further person/s to operate your account. If you wish to do so, we will ask you to sign the necessary mandate. You can also do this by signing a power of attorney but you should take advice from a solicitor or other legal adviser before doing so, particularly if you are resident outside the UK as the laws governing powers of attorney may differ from those in the UK.
- 5.3 In the event that a:
- (a) resolution is passed for your winding up; or
 - (b) petition for a bankruptcy order is presented against you, then you agree that we may refuse to act on any instructions whenever given by you or any other party to make any payment/s out of any of your account/s or to carry out any dispositions or transfers of any of your property or assets of any kind unless you have previously obtained an appropriate validation order from the court and set up a separate account or accounts in your name to which any of your future receipts may be credited.
- 5.4 We will accept, for payment into your account, cash and cheques or other items that are payable as follows:
- (a) Company/LLP - to the company/LLP or its trading name;
 - (b) Public body—to the public body;
 - (c) Sole trader— to you or your trading name; or
 - (d) Partnership — to any or all partners or your trading name.

6 Fixed term accounts, notice accounts and Instant Savings Accounts

- 6.1 Fixed term accounts entitle you to achieve an agreed rate of interest over the lifetime of the deposit. Interest is calculated on the account on maturity. You will be required to place and maintain a minimum deposit in order to open a fixed term account. You will be told the applicable interest rate on the account before you open it in accordance with paragraph 5 of Section A. Fixed term accounts can range from between seven days and ten years.

- 6.2 Notice accounts offer a preferential rate of interest, but you are required to give us notice (of 30 days, 60 days or 90 days) before withdrawing any money from the account. You will be required to place and maintain a minimum deposit in accordance with our tariff. Interest will be credited automatically as set out below:

Type of notice account Interest

30 day notice account calculated and applied on last day of each month

60 day notice account calculated and applied on last day of every second month

90 day notice account calculated and applied on last day of every third month

- 6.3 If you need to withdraw money from a fixed term or notice account before the end of the fixed term or the notice period, then you must pay a fee in accordance with our tariff. You will be notified of the amount of the fee before you confirm that you wish to make the withdrawal. We will not always be able to permit early repayment of a fixed term account as these sums may be invested by us in non-readily realisable investments. We therefore reserve the right not to make any such early repayment at all.
- 6.4 Instant savings accounts allow you to obtain interest. You will be required to place and maintain a minimum deposit in accordance with our tariff.
- 6.5 Details of minimum deposits, charges for early withdrawal and other charges for fixed term accounts, notice accounts and instant savings accounts are contained in our tariff. We may make changes to our tariff in accordance with paragraph 5.6 of Section A.
- 6.6 Details of interest rates are displayed on our website and you will be told of the applicable rate before you open your account. We may make changes to interest rates in accordance with paragraph 5.4 of Section A.

7 Credits to and payments out of your account

- 7.1 If we receive instructions and credits for an account before the relevant cut-off time on any business day we will process them on that day or on the date specified in your instructions. If we do not receive your instructions on a business day, we will process them on the next business day.
- 7.2 If you set up a direct debit or standing order with us that states that a payment will happen:
- (a) on a specific day;
 - (b) on the last day of a certain period; or
 - (c) on a day when you have put funds at our disposal;
- then the payment instruction will be deemed to have been received by us on the day so agreed.
- 7.3 Payment instructions communicated on a day which is not a business day will be deemed to have been received by us on the following business day.
- 7.4 We carry out instructions only during Normal Banking Hours even though we may accept instructions outside such hours (e.g. by facsimile or email or through the Internet Banking Service (as defined in Section E)). Consequently, we apply the following cut-off times, after which instructions will be deemed to have been received on the following business day:
- (a) the cut-off time for payments in GBP/EUR is 3:00pm GMT; and
 - (b) the cut-off time for payments in USD is 4:00pm GMT.

Please contact us for details of the cut-off times applicable to payments in other currencies and see paragraph 8 (Foreign transfers) of Section C for more information regarding foreign transfer provisions.

- 7.5 We may return instructions and credits for an account if:
- (a) we believe that by complying with the instruction we might break a law, regulation, code or other duty which applies to us; or
 - (b) we reasonably believe that complying with the instruction or receiving the credit may damage our reputation.
- 7.6 Cash deposited with us in the currency of your account before 4.00 pm on a business day will be credited to your account and made available immediately. Electronic payments to your account in the currency of your account will be credited and made available to you as soon as we receive them.
- 7.7 When conducting transactions in one of our branches, there is a £20,000 limit on the amount that can be withdrawn in a single transaction from any bank account. Should a customer wish to withdraw an amount greater than this in any one week they must contact us in writing with such a request, giving at least 72 hours' notice (not including non-business days).
- 7.8 The clearing cycle for cheques and automated payments is the time taken for payments to or from your account to be added or deducted. During this time, we check the instructions in order to confirm that we can accept responsibility for the payment. The "central clearing cycle" takes three business days. This is the time most financial institutions take to clear transactions between accounts held with a different financial institution. In addition to the central clearing cycle, time must be allowed for physical delivery of instruments of transfer, so you should allow five business days for cheques drawn in sterling to clear when being paid into or from your UK account with us, provided there are no exceptional circumstances associated with the payment. Different times may apply to payments in different currencies. Please call us for further details.
- 7.9 Your statement balance will show credits when we receive them even if they include cheques and other items which are not "cleared" and we may refuse to allow you to draw against these items. However the third party's bank can still return the cheque unpaid, e.g. for lack of funds, and if it does so we will debit your account with the amount of the cheque.
- 7.10 If any cheque or uncleared item you have paid in is returned to us unpaid or any electronic or other payment you have received is recalled, we will debit your account with the amount of that payment, whether or not it goes overdrawn and even if we allowed you to make a payment or to take cash against that item. You will incur charges and interest on any overdrawn amount in accordance with our tariff.
- 7.11 You will be able to set up, amend and cancel direct debits and standing orders on your account if it is a Payment Account.
- 7.12 Where you have instructed us to make a payment immediately, we will begin processing the instructions when they are received. You cannot usually cancel your instructions after you have given them to us. You should contact us immediately should you wish to do so.
- 7.13 You may cancel an instruction at any time until it is deemed to have been received by us in accordance with this paragraph 7.
- 7.14 Where we agree that the execution of a payment instruction is to take place:
- (a) on a specific day;
 - (b) at the end of a certain period; or
 - (c) on the day on which you place funds at the disposal of us,
- you may revoke the payment instruction before 5pm on the Business Day preceding the agreed date.
- 7.15 Direct debit payments may be revoked until the end of the business day before the day on which it is agreed that your account will be debited.

7.16 You may cancel an individual direct debit, or standing order (in accordance with the above) whilst allowing any future payments in the series of transactions to be made, or cancel the series of standing orders, or direct debit mandate. If you wish to cancel an instruction, you must provide the following information:

- (a) standing order: name of beneficiary, amount and frequency where appropriate; and
- (b) direct debit: name of originator, amount and frequency where appropriate.

You may cancel a payment, within the timeframes set out in this paragraph, by telephoning us, giving us notice in writing (which is received before the relevant cut-off time). If you are able to cancel an instruction for a payment to be made in a currency other than sterling before we have made the payment but after we have converted the payment into the other currency, we will convert the payment back into the original currency at the exchange rate applicable when you cancel your instruction and will then add the value of the payment to your account. We are not responsible for any fluctuations in the exchange rate.

7.17 You may also be required to confirm any cancellation instruction to us in writing or by facsimile or email.

7.18 We will “stop” a cheque at your request as long as it has not already been paid. If you do not want us to pay a cheque that you have issued you should advise us in person or by telephone at least one business day before the payment is due to be debited, followed by written confirmation. This advice must be accompanied by the following details:

- (a) cheque: cheque number, account number, amount, name of payee and date;

You will need to notify the recipient of payments under a direct debit in order to cancel it.

7.19 You must complete cheques so that they are not easy to alter and you must not put a date on your cheques which is after the date of the signature. If you do, we will not be liable for any loss to you as a result of us paying a cheque before the date you have put on it.

7.20 Cheques normally become out of date after six months and therefore you should pay them in so that they clear in time. We may pay a cheque even if it is not presented to us for payment within six months of the date on the cheque. We reserve the right to return unpaid any such cheque but you must give us instructions to stop payment of the original cheque if you issue a duplicate.

7.21 You can stop a cheque before it has been presented to us for payment. We will make a charge for stopping a cheque in accordance with our tariff.

7.22 You must notify us as soon as possible after you become aware that any cheque you have issued or your cheque book has become lost or stolen. We strongly recommend that you advise the bank by telephone immediately, followed by confirmation in writing.

7.23 We will refuse to make any payment if you do not have enough money in the account at the close of the business day before the payment is due to be made unless the Bank agreed otherwise at its discretion. In deciding whether you have enough money we take account of any authorised card transactions, any overdraft limit, any cheques we are treating as cleared, any instructions to make payments and regular payments which have not yet been paid from your account. We will tell you if you can make payments from your account against cheques which are not cleared. We are not obliged to take into consideration funds held on other accounts in your name. We do not have to take account of regular credits or any amounts received after we have decided not to make the payment.

7.24 If your account becomes overdrawn, we may cancel any of your standing orders, direct debits and other direct payments from your account. Unless there is a security or other legal reason not to, we will notify you by either letter, telephone, fax, e-mail or any other form of communication we agree and if possible give our reasons for doing so. You can obtain information about the refusal and, where appropriate, our reasons for refusing to act on your instructions, along with information on how to correct any errors that led to the refusal, by contacting us in person or by telephone (unless a legal reason or certain other limited circumstances beyond our control prevent us from providing you with this information). If your account is subsequently in credit, those payments will not be reinstated automatically. If you wish to reinstate them, you must apply in writing.

- 7.25 If you make a payment from an account without giving the notice required for that account, we may make a charge or reduce the interest payable on the account.
- 7.26 Unless we agree otherwise when you give us an instruction to make a payment, we will decide how the payment will be sent.
- 7.27 There may be a delay in us carrying out your instructions for a payment to be made from your account while monitoring and/or fraud prevention checks take place.
- 7.28 We may freeze payments out of your account if we suspect a fraud is being perpetrated. This could involve unauthorised access to the account or a dispute as to ownership in relation to a joint account.
- 7.29 Transactions on your statement will be clearly marked with a value date. This is the date from which you can draw against these funds or will be paid interest on the funds. Cash deposited in the currency of your account will be given value on the same day, but cheques paid in that are drawn on a bank in the UK will be given a value date five business days after the date it was paid in the absence of complications.
- 7.30 Cheques drawn on banks elsewhere will be sent on collection and we will add the amount, less charges, to your account only when we have received the money from the bank on which the cheque is drawn.
- 7.31 If you want to pay in a cheque or other item that has been made payable to someone else, you should contact us in advance to discuss our requirements. We may ask for further details before we agree to accept it. If a cheque or other item is marked on the front 'not transferable' or 'account payee', we reserve the right not to accept it for any account other than the account of the person named on it.
- 7.32 We will keep original cheques paid from your account for six years unless we have returned them to you.

8 Foreign transfers

- 8.1 If you receive a payment in a foreign currency, we will tell you the original amount received and any charges. We will not charge you if the sender has agreed to pay all the charges.
- 8.2 Where you instruct us to make a payment in the European Economic Area ("EEA"), we will credit the institution which holds the payee's account within 24 hours from receiving the instruction.
- 8.3 For payments outside the EEA, different instruction and execution times may apply. We will provide you with further information on request.
- 8.4 Please note that we will try and assist where you have asked to change any instructions given to us in relation to a foreign transfer, but cannot guarantee any such attempts will be successful.
- 8.5 To make an international payment, we may have to send payments through another paying bank, and if this is the case, we will use a paying bank that is either chosen:
- (a) by us; or
 - (b) by a bank in the country the payment is being sent to and/or in the country whose national currency is being sent.
- 8.6 In making an international payment we are acting for you. You will have to comply with any relevant local laws and, provided that any relevant obligations or responsibilities do not arise as a result of our negligence, you agree to meet any payments which we are required to make on your behalf as a result of acting for you.
- 8.7 All foreign currency credit balances are held for us by a correspondent bank we choose in a country that issues the currency and are subject to any local practices and laws. You should be aware that different countries may have different business days.
- 8.8 Notice periods for withdrawals from foreign currency accounts vary according to the currency. Details are available on request and the current Terms will be notified to you before you seek to make a withdrawal.

- 8.9 When we convert foreign currency we will do so at the exchange rate on the first available business day. The timing of debits and credits to your account depends on the currencies involved. The exchange rate that we apply will be notified to you at the time of the transaction or, where this is not possible, we will inform you later. In making or receiving foreign transfers, you are responsible for any exchange rate risk and you agree that following any loss or gain that results from these activities we may deduct from or credit to your account the amounts arising from this.

You can also obtain information on exchange rates by contacting your relationship manager with us. Where you are remitting money abroad, the recipient may also be subject to foreign exchange and processing charges.

- 8.10 We may accept foreign cheques, at our discretion, but cheques payable abroad which may be received for payment into your account will be negotiated at our discretion or collected at your expense. If any cheques are returned unpaid for any reason we will debit your account even if the return takes place after we have advised you of payment of the cheque. However, we will notify you of this as soon as possible. Negotiation and collection of cheques shall be subject to the current International Chamber of Commerce Uniform Rules for Collections. We will tell you the original amount received and any charges applied in relation to sums received from abroad. If the sender agrees to pay all charges, we will not deduct charges from you when we pay the money into your account.
- 8.11 You must endorse any foreign cheques you pay into your account. This means that you must sign on the back. Your signature should be in the same form as the specimen signature held in our records.
- 8.12 Because of difficulties that occur from time to time with foreign cheques drawn on banks abroad, for example exchange restrictions, we may not always be able to collect foreign cheques for you. Any cheques handled on a collection basis will be subject to the latest International Chamber of Commerce Uniform Rules for Collections.
- 8.13 If you want to transfer money abroad, you can contact us to arrange for such payment. We will tell you how long it will take to effect the transfer and what exchange rate shall apply. We will charge a commission for foreign transfers in accordance with our tariff.

9 Statements

- 9.1 Once a month or at a frequency agreed between us, we will provide statements showing all amounts added to or taken from your account since the previous statement. Where we have agreed to provide you with statements less frequently than once a month, you can request a copy of your statement at any time. You must check your statement carefully and tell us as soon as possible if it includes something which appears to you to be wrong or not made in accordance with your instructions.
- 9.2 If you dispute a cheque payment on your statement, we will provide a copy of the cheque to you as evidence. If there is an unreasonable delay in us dealing with the matter, we will credit your account with the amount of the disputed cheque.
- 9.3 You may ask us to hold all statements relating to your accounts on your behalf (“Hold Mail” service). Any such request for this service must be made in writing. You agree to assume all risks associated with Hold Mail service, including damages resulting from any delay in receipt of, or non-receipt of, in communications. We may refuse a request for the Hold Mail service in our absolute discretion, including for example where we consider that it is important for you to be kept up to date, or where we require instructions from you. A fee is payable for this service, details of which are set out in our tariff.

10 Temporary overdrafts

- 10.1 We will only offer an overdraft facility to customers on a case-by-case basis where you have requested the service and we consider the overdraft to be short-term and temporary and we consider that you are fully capable of repaying the overdrawn amount. We may agree the interest rate before creating the facility and specify the conditions applicable to that rate. In the absence of agreement as to the applicable interest, the Tariff will determine the interest rate applicable to temporary overdrafts and the conditions applicable to that rate...

- 10.2 We may change interest rates payable on overdrafts at any time. If the change is to your advantage, we may make the change immediately and will notify you either before the change comes into effect or at the earliest opportunity afterwards. If the change is not to your advantage we will give not less than 60 days' advance notice of the change.
- 10.3 We may agree with you that the interest rate payable on overdrafts will be based on a specified external rate or index. In the absence of agreement, the specified external rate or index will be the one identified in the Tariff. We may make changes to your interest rate in accordance with that external rate or index immediately. We may also remove the linkage between the interest rate on your overdraft and any external rate or index by telling you personally before the change happens, or if the removal of the linkage is not in your favour, by giving you not less than 60 days' notice. .
- 10.4 You are responsible for contacting us in advance to arrange an overdraft facility if you believe that your account is likely to become overdrawn. Individual terms will be agreed between us as to the overdraft limit and duration at this time.
- 10.5 If you do not contact us in advance before becoming overdrawn, we have the option of either refusing to honour a commitment you have entered into or establishing an unarranged temporary overdraft. Unarranged temporary overdrafts are subject to our fees and interest as set out in our tariff.
- 10.6 Individuals are personally responsible for any money owed to us.
- 10.7 Joint account holders are individually and jointly liable for money owed to us. We have the right to demand repayment from all or any account holders for all or part of such money.
- 10.8 Where you (or any of you, in relation to a joint account) have any other account with us or FBN Group in your sole name (or in any of your sole names or in all of your names in relation to joint account holders) and that account has a credit balance, we can set off this balance against any money owing to us under the overdraft. Failure to repay the overdraft could lead to us seeking to freeze any account or other assets you hold with us or FBN Group.
- 10.9 Any temporary overdraft shall be repayable to us on demand. We may also reduce any agreed overdraft limits on demand.
- 10.10 You should not take out an overdraft before ensuring that you will be able to repay it and we shall require additional evidence of your ability to repay before granting an overdraft where your financial history does not provide sufficient evidence. If we are unable to provide you with an overdraft, we will inform you as soon as reasonably possible, in writing.
- 10.11 We shall be entitled to assume that you have cancelled your overdraft if you pay sufficient sums into your account to cover it, subject to express agreement to the contrary between us (including an agreement as to the term of the overdraft when it was first taken out). If you subsequently become overdrawn after the agreed term of the original overdraft, you will incur further charges as if a new overdraft had been arranged. We will notify you of this as soon as reasonably practicable.
- 10.12 If you are unable to pay back an overdraft you should notify us as soon as possible and we will seek to come to an arrangement in which you can repay your overdraft in a manageable way. If, after discussion of your situation, and having exercised due forbearance, we reasonably consider that you cannot pay back an overdraft, we may sell your debt to another appropriately regulated organisation or possibly to a debt collection agency and close your account. If we decide to sell the right to recover the debt you owe to us, pursuant to an overdraft arrangement covered by these Terms, and the arrangements for servicing the credit were to change from your perspective, then you will be given written notice of the transfer of your debt to a third party.

11 Closing your account

- 11.1 You can close your account at any time by notifying us, and we may ask you to confirm this in writing or in person. Once we have been notified you must refrain from using our banking services or facilities without our consent. In the case of joint accounts, all account holders will be required to notify us to close the account.

- 11.2 If one account holder on a joint account dies the survivor(s) may withdraw any account balance.
- 11.3 If we close a joint account, we will seek the instructions of all account holders before paying out the proceeds. The account will remain frozen until we are able to pay out the proceeds.
- 11.4 We will, subject to any legal or regulatory requirements we have as a bank, pay the proceeds of an account in accordance with your instructions.
- 11.5 Subject to paragraph 11.6 and paragraph 11.8 of Section C below, we can end our banking relationship with you by telling you in writing. We will give you at least 60 days' notice. We can also give you a new account number and/or transfer your account to another branch if we close or combine branches, in which case we will give you at least 12 weeks' notice. Any benefit or services we provide in relation to particular accounts will end as soon as your account is closed.
- 11.6 We may take action to immediately close your account or block your access to it in exceptional circumstances such as if we reasonably believe that:
- (a) you are not eligible for an account, including where you have not passed the initial customer checks we use;
 - (b) you have given us any false information at any time;
 - (c) you, or someone else, are using the account illegally or for criminal activity;
 - (d) it is inappropriate for a person authorised to give instructions on your account to operate it;
 - (e) your behaviour means that it is inappropriate for us to maintain your account;
 - (f) by maintaining your account we might break a law, regulation, code or other duty which applies to us;
 - (g) by maintaining your account we may damage our reputation; or
 - (h) you have been in serious or persistent breach of these Terms or any additional conditions which apply to an account.
- 11.7 We may also take action to close your account immediately if:
- (a) you are unable, to pay your debts;
 - (b) (if you are not a personal account customer) there is any resolution or petition for your bankruptcy or liquidation or insolvency proceedings are commenced in relation to you in any jurisdiction (except as part of a reorganisation agreed by us);
 - (c) any security is enforced or a receiver or similar official is appointed in respect of any of your assets (except in a solvent liquidation);
 - (d) (if you are not a personal account customer) there is an application or petition for an administration order, or notice is given to any person of intention to appoint an administrator, or an administrator or similar official is appointed in relation to you;
 - (e) you propose a voluntary arrangement, composition or assignment with your creditors; or
 - (f) any other circumstances occur in any other jurisdiction which lead us to reasonably believe your obligations to us will not be met.
- 11.8 We may choose not to close your account until you have returned any plastic cards we have given you, any unused cheques and any Internet Banking software we have provided. You must repay any money you owe us, including the amount of any cheques, card transactions or other payment instructions you have made,

which have not been taken out of your account. These Terms will continue to apply until the account is closed.

- 11.9 When your account is closed it is your responsibility to cancel any direct payments to or from your account. Where someone attempts to make a payment into an account which has been closed, we will take reasonable steps to return the payment to the sender.
- 11.10 There is no minimum duration of the life of an account.
- 11.11 If you have not used your account for 12 months it may be treated by us as being a dormant account. The dormant account will always be your property or, if you die, it will form part of your estate. In order to re-activate a dormant account, you will need to prove that you are the owner of the account; we will tell you what is required in order to do this.

12 Cancelling or changing your account

- 12.1 If you are not happy about your choice of current or savings account, other than an account where we guarantee a fixed rate of interest, you may cancel it within 14 days of the later of:
- (a) the day the contract is entered into; or
 - (b) the day on which you receive these Terms, any additional conditions (where applicable) and our tariff.
- 12.2 You must notify us in writing if you wish to cancel your account. If you cancel your account in accordance with paragraph 12.1 of Section C, we will help you switch to another of our accounts or we will give all your money back with any interest earned on a non-fixed rate savings account within 30 days of receipt of your notice of cancellation, and we will not impose any extra charges. We will ignore any notice period and any extra charges, although you will be liable to pay any standard interest or fees due to us on an overdraft. If, at your request, we have supplied you with any services before you cancel your account, you will have to pay our charges for supplying those services. If you cancel your account, you must return any monies or other property you have received from us without undue delay and in any event within 30 days of you sending your notice of cancellation. We may set-off any amount owed by you to us against any amount owed by us to you under this paragraph 12 of Section C. If you do not cancel your account, you will remain bound by these Terms until your account is closed.
- 12.3 These provisions do not relate to deposit accounts that attract a fixed rate of interest over a set period of time. We will not refund any interest or charges due to us under an overdraft or loan if you choose to cancel your account.
- 12.4 If you decide to move your current account to another financial institution, we will give them information on your standing orders and direct debits within three business days of receiving their request to do this.

Section D Debit Card Conditions

1 Using cards

- 1.1 Upon opening an account with us, we may issue with you a debit card.
- 1.2 The card may be used along with the PIN to obtain cash, up to the daily limit for the card subject to there being sufficient cleared funds in your account, from any cash machine/ATM displaying the MasterCard logo. This may be subject to cash withdrawal fees being charged by the ATM provider.
- 1.3 We will advise you of the daily cash withdrawal limit on your card and may adjust it from time to time.
- 1.4 When there is a transaction in a foreign currency on your account, MasterCard will convert it into the currency of your account. This may be subject to foreign exchange conversion/ transaction charges.
- 1.5 You are responsible for all transactions carried out using any card issued for use on your account and must meet any liability and make payments in respect of such transactions. If the account is in joint names, although each of you may have your own card, each of you is fully responsible for all transactions carried out using any card issued for use on the account and must meet any liability and make payments in respect of such transactions.
- 1.6 If you believe a card transaction on your account has not been authorised by you, you must inform us immediately. We will tell you what information we need to verify that the transaction was not authorised by you. If we agree that the transaction was unauthorised we will try to stop payment but you may be responsible for the loss depending on the circumstances. However, unless you have acted fraudulently or without reasonable care, we will not apply any interest on the unauthorised transaction.
- 1.7 We may apply charges if you use your card in certain ways. Details of any such charges will be set out in the tariff.

2 Security

- 2.1 **IMPORTANT NOTICE - Loss or misuse of your FBN Bank (UK) Limited Debit Card.** If the card is lost or stolen, or you suspect that someone knows the PIN, you must phone us immediately on +44 (0)20 7826 3025 or visit us in person.
- 2.2 You (and any additional cardholder) must do the following with any card that is issued to you:
- (a) immediately sign the signature strip on the reverse of the card;
 - (b) keep the card secure at all times and do not allow any other person to use it;
 - (c) on receiving the PIN advice slip, memorise the PIN and then immediately destroy the PIN advice slip; and
 - (d) never write down the PIN in any way which could be understood by someone else.
- 2.3 You may collect your debit card and/or confidential PIN from our premises.
- 2.4 If you have forgotten your PIN or you suspect that it has been compromised in any way you must notify us and we will supply a new one in accordance with paragraph 2.3 of Section D.
- 2.5 You (and any additional cardholder) must not use the card before or after the period it is valid for or after you receive notice that we have cancelled or withdrawn the card.
- 2.6 You (and any additional cardholder) must not use the card if to do so would overdraw the account without our prior agreement, or would increase any borrowing on the account to more than we have agreed.

- 2.7 We own the card and if we ask, you must cut the card and return it to us (cut once through the magnetic strip and once through the chip). We, or anyone acting for us, may keep the card at any time. For example we may withdraw a card and instruct any third party to keep hold of it if you try to use it in breach of these Terms.

3 Authorisation

- 3.1 A retailer or supplier of services may ask us for authorisation before accepting payment by your card. We may decide not to authorise the payment if:
- (a) your card has been reported as lost or stolen, or we have reason to suspect your card has been lost or stolen;
 - (b) you or any additional cardholder have broken these Debit Card Conditions; or
 - (c) taking account of all other transactions on your account that we have authorised, including those not yet debited from your account, there are insufficient funds available in your account to make the payment.
- 3.2 We are not liable if a retailer or another organisation (or its cash machine or other machine) does not accept your card or card number.

4 Liability for cards

- 4.1 If the card is lost or stolen, or you suspect that someone knows your PIN, you must notify us immediately by following the instructions set out in the Important Notice at paragraph 2.1 of Section D.
- 4.2 You will be responsible for all losses caused by the misuse of your card by someone who has the card with your permission.
- 4.3 Provided you have not acted fraudulently, you will not be responsible for any losses which result from:
- (a) the misuse of your card after you have notified us that it has been lost or stolen or that someone else knows your PIN;
 - (b) someone else using your card details without your permission for a transaction where the cardholder does not need to be present, provided you notify us of such use of the card without undue delay on becoming aware of the misuse; or
 - (c) the misuse of your card before you have received it.
- 4.4 You will be liable for all unauthorised transactions where you have acted fraudulently or have failed, intentionally or with gross negligence, to notify us in accordance with paragraph 2.1 of Section D that your card has been lost or stolen or that someone else knows your PIN. 4.5 Except where paragraph 4.2, paragraph 4.3 or paragraph 4.4 of Section D apply, you will only be liable for up to £50 for losses resulting from the use of a lost or stolen card, or where you have failed to comply with paragraph 2.2 of Section D.
- 4.5 Once we receive notice of the loss, theft or possible misuse of your card, we will cancel the card. If the card is then found you must not use it and you must return it to us immediately (cut once through the magnetic strip and once through the chip).
- 4.6 We will not be liable if any party refuses to accept the card for any transaction you wish to carry out.

5 Additional cardholders

- 5.1 You (in the case of joint accounts, all of you) may ask us to issue a card and PIN to someone else. If we agree to do this, you are responsible for ensuring that the additional cardholder complies with these Terms and you will have to pay for all transactions carried out using the additional card and PIN, including those charged to the account after the additional card has been returned to us.

5.2 You authorise us to pass information to the additional cardholder. This information will include, but will not be restricted to, details of the account.

6 Giving out information about cards

You authorise us to give any appropriate third party any relevant information in connection with the loss, theft or possible misuse of the card or PIN or in order for us to meet our obligations as a member of MasterCard scheme.

7 Recurring transactions on your card

If you set up a recurring transaction (other than a direct debit or standing order) which enables a third party to collect payments from your card, this will not be covered by the Direct Debit Scheme. It will be necessary for you to notify the third party in order to cancel the recurring transaction and we recommend that you keep a record of such notification or other proof of cancellation.

8 Ending your right to use the card

8.1 If we consider it appropriate we may suspend, withdraw or restrict the use of a card and PIN where:

- (a) we have reasonable grounds to suspect the card or PIN have not been kept safe;
- (b) we have reasonable grounds to suspect unauthorised or fraudulent use of the card or PIN; or
- (c) as a result of a change in the way you operate your account or in your financial circumstances, we have reasonable grounds to believe that you may have difficulty in meeting your commitments.

8.2 Unless we are unable to contact you or there is a legal reason or other circumstances beyond our control preventing us from doing so, we will notify you personally before taking this action and provide our reasons for doing so. If we are unable to contact you beforehand, where possible we will notify you and give our reasons afterwards.

8.3 If your account is closed, you will no longer be entitled to use your card.

8.4 You will not be entitled to use your card if you receive an instruction from us not to carry out any further transactions (including withdrawals) on your account.

8.5 You may end your use of the card (and the use of the card by any additional cardholder) at any time by giving us notice in writing and returning the card or cards to us (cut once through the magnetic strip and once through the chip).

8.6 If your use of the card (or the use of the card by any additional cardholder) is ended, you remain responsible for all transactions carried out with the card.

9 Use of cash machines

9.1 All cards issued by us can be used worldwide in self-service machines bearing the MasterCard logo subject to regional blocking restrictions.

9.2 We will not be responsible if you cannot use your card in a machine operated by another financial institution or third party, or for any charges you may incur in using a third party's machine. In case of any fault with a cash machine you should not use your card, but if you do we will not be responsible for any losses you may incur in doing so.

9.3 To use a cash machine you may have to enter your PIN in order to provide proof of identification, and providing the PIN at the cash machine will be sufficient for us to check your identity.

9.4 We may set a limit on the amount you can withdraw from self-service machines each day, and we will give you details of this when you first receive your card from us.

Section E

Internet Banking Service

1 Introduction

- 1.1 These Internet Banking Terms apply when you use the Internet Banking Service by accessing our website via an internet browser.
- 1.2 These Internet Banking Terms apply together with our Terms as amended from time to time as well as any other terms and conditions that we tell you apply. **Important:** in the event of a conflict between these Internet Banking Terms and any other terms and conditions that we say apply to you, these Internet Banking Terms will prevail.
- 1.3 We may vary these Internet Banking Terms in accordance with paragraph 4 Section A of these Terms.

2 Definitions

- 2.1 The definitions below apply to these Internet Banking Terms, and to the remainder of these Terms, as well as the definitions outlined in our Terms.
- 2.2 **Consumer** means an individual acting for purposes that are wholly or mainly outside your trade, business, craft or profession.
- 2.3 **Executed** means that we have completed acting on your Instruction. This does not mean that the beneficiary bank has completed acting on your Instruction;
- 2.4 **Financial Crime Prevention Measures** means the operation of all of our systems and controls that are used to deal with financial crime including procedures in relation to: bribery and corruption; the monitoring of business relationships and transactions; compliance with sanctions, asset freezes and embargoes; money laundering; terrorist financing; fraud; tax evasion; data security; internal auditing; whistleblowing; staff conduct; and risk management in general.
- 2.5 **Terms** means all those terms of business defined in paragraph 1 of Section A.
- 2.6 **Internet Banking Service** means the FBN internet banking service, including some or all of the services, as required by the circumstances, provided in connection with these Internet Banking Terms;
- 2.7 **Internet Banking Terms** means the terms and conditions outlined in this leaflet;
- 2.8 **Processed** means that we are taking steps to act on your Instruction;
- 2.9 **Security Details** means all information, including your user ID, password and PIN, that enables you to access the Internet Banking Terms or otherwise use FBN banking services;
- 2.10 **Small Business Customer** means a business customer whose annual turnover is less than £2 million (or if you are a part of a corporate group, that group's annual turnover is less than £2 million).
- 2.11 **Small Company** means a body corporate which has, in its financial year, turnover of not more than £10.2m, a balance sheet total of not more than £5.1m and not more than 50 employees.
- 2.12 **Large Company** means a body corporate which is not a Small Company.
- 2.13 **Large Partnership** means a partnership with net assets of more than £1.4m (or its equivalent in any other currency at the relevant time).

3 Internet Banking transactions and records

- 3.1 You will be able to access information about your account and our products and services via our website, www.fbnbank.co.uk. You may also execute account transactions online by following the instructions contained on the website from time to time. We will inform you on the website whether your instructions have been received so as to enable us to proceed with the transaction. A record of the transaction shall be reflected in your statement. Our records, unless shown to be wrong, will be evidence of your dealings with us in connection with the Internet Banking service.
- 3.2 You agree not to object to the admission of our records as evidence in any legal proceedings on the grounds that such records are not originals, are not in writing or are documents produced by a computer.

4 Security

- 4.1 We will take reasonable care to ensure the security of and prevent unauthorised access to our electronic banking services.
- 4.2 You must:
- (a) ensure your computer and modem comply with the standards and requirements we communicate to you from time to time;
 - (b) carry out your own regular virus checks and use up-to-date anti-virus and spyware software and a personal firewall;
 - (c) follow the procedures and instructions in the user guidance that we give you from time to time;
 - (d) use any encryption device that we provide to you, and ensure this is kept secure from third party interference;
 - (e) not attempt to change any software provided by us;
 - (f) not copy or allow any third party to use or copy any software provided by us without our consent;
 - (g) tell us as soon as you can if you become aware of any failure, delay, malfunction or error in the sending or receiving of instructions or any suspected fraud;
 - (h) not leave the terminal or other device from which you have accessed the Internet Banking service at any time or let anyone else use it until you have logged off the Internet Banking service. You will be responsible for ensuring that you have logged off the Internet Banking service at the end of any session;
 - (i) try to avoid using computers connected to a local area network, for instance at an internet café without first making sure no one else will be able to observe or otherwise obtain information about your security details;
 - (j) never record your password or other Security Details on any software which retains such information automatically unless retaining such information is a specific function of the Internet Banking Service;
 - (k) not write down or otherwise record your Security Details in a manner that can be understood by someone else;
 - (l) treat all e-mails you receive with caution. Neither the police nor we will ever ask you to reveal any Security Details;
 - (m) keep information about your account and personal details safe (such as bank statements) and dispose of them safely. Best practice is to shred any paper containing personal information since people who commit fraud use methods such as searching dustbins to obtain information;

- (n) change your password immediately to an alpha numeric that you have not used before, if there has been a security breach or unauthorised access to the Internet Banking service; and
 - (o) change your Security Details immediately and tell us as soon as possible if you suspect that someone else knows any of those details or if we tell you to change your details.
- 4.3 Please note, the above list of precautions is not exhaustive and you may need to do more to keep safe or prevent fraudulent use of the Internet Banking Service.
- 4.4 If any Security Details are lost or stolen you must tell us without delay by calling Customer Services during working hours on 020 79204920 and select the Customer Services option.
- 4.5 If asked you must confirm in writing the loss or theft of your Security Details.
- 4.6 You must cooperate with us and the police in relation to any investigation into the actual or suspected misuses of your Security Details. You must report any unauthorised transactions to the police within 3 days of our request. We may also disclose information about you or your account to the police or other third parties if we think it will help prevent or recover losses.

5 Products available through the Internet Banking Service

- 5.1 Not all products/services may be available through the Internet Banking Service. However, you may use the Internet Banking Service to:
- (a) view your balance;
 - (b) view, print or download your statements;
 - (c) make payments or transactions;
 - (d) set up standing orders; and
 - (e) add beneficiaries.
- 5.2 You authorise us to add any combination or You authorise us to add to the Internet Banking Service all of, or any combination of, the products/services (including those you hold jointly with someone else) that you hold now or in the future with us and/or certain other third parties with whom you have a product/service that you opened through us. This includes (without limitation) your authorisation to add to the Internet Banking Service any products/services that you hold with certain other third parties following advice from us.

6 Your liability for unauthorised transactions

- 6.1 We will refund you the amount of any transaction carried out in accordance with any instruction where your password and PIN have been used without your authority, other than in the circumstances set out in paragraph 3.2 of Section E below. Where we are liable for any unauthorised transaction, we will refund the payment amount immediately and, where applicable, restore your account to the position it would have been in had the unauthorised payment not taken place.
- 6.2 You will be responsible for all losses (including the amount of any transaction carried out without your authority) if you have acted with gross negligence so as to facilitate that unauthorised transaction, or you have acted fraudulently. For the purposes of this paragraph 3.2 of Section E, gross negligence shall be deemed to include failure to observe any of your security duties referred to in these Terms.
- 6.3 You will not be responsible for any unauthorised transactions carried out after you have notified us of any unauthorised access to the Internet Banking service or unauthorised instruction or that you suspect that someone else knows your user ID, password and PIN, unless we can show you have acted fraudulently.

7 Our liability to you

- 7.1 We will take reasonable care to ensure that any information provided to you by the Internet Banking service is an accurate reflection of the information contained in our computer systems or, where the information is provided by a third party, accurately reflects the information we receive from that third party. Due to the nature of the product and circumstances beyond our control, we do not warrant that the information provided by the Internet Banking service is accurate or error free. Some of the information available through the Internet Banking service may be identified on the screens or in the user guide as subject to a disclaimer or other provisions. If you rely on that information, you do so subject to the disclaimer or those provisions.
- 7.2 You agree that, unless we have specifically agreed with you otherwise, we shall have no liability whatsoever for:
- (a) any equipment, software or associated user documentation which any party other than us produces at any time for use in connection with the Internet Banking service; or
 - (b) any services through which you access the Internet Banking service or which you access through the Internet Banking service which are not controlled by us.
- 7.3 We shall not be liable to you for any loss you suffer due to any event or circumstances beyond our reasonable control which leads to the Internet Banking service being wholly or partly unavailable such as, but not limited to, technical breakdown, strikes or other industrial action (whether or not involving our employees) or communications or power failure.
- 7.4 Due to the nature of the Internet Banking service, we will not be responsible for any loss of or damage to your data, software, computer, telecommunications or other equipment caused by you using the Internet Banking service unless such loss or damage is directly and solely caused by our negligence or deliberate default.
- 7.5 We shall not be liable for acting in accordance with our legal or regulatory responsibilities.

8 Making payments through Internet Banking

- 8.1 In this part, the terms of Section B and C of the General Terms apply amended in accordance with the provisions below.
- 8.2 By using the Internet Banking Service you agree that:
- (a) you shall pay to the Bank, and the Bank may deduct, such charge as set out in the Tarriff per international payment/transfer made through the Internet Banking Service;
 - (b) if you enter the correct security details when accessing the website or making a payment, this is sufficient identification of you and sufficient authentication of your instructions;
 - (c) if you have authorised someone else to use the Internet Banking Service, the correct entry of their security details when accessing the website or making a payment is sufficient identification of them and sufficient authentication of their mandate to act on your behalf. We are not liable for acting on the instructions of a person you have authorised in a mandate under any circumstances (including where that authorised person sets up a standing order) unless they act outside the authority you gave them in the mandate and we acted on those instructions;
 - (d) we may carry out checks on your accounts and transactions using our Financial Crime Prevention Measures. The consequences of these Measures include but are not limited to the following:
 - (i) we may ask you to reconfirm a payment;
 - (ii) a payment may be delayed since a payment can only be made where we are satisfied that our investigations have been completed; and
 - (iii) we may be unable to accept, process or execute your payment.

- 8.3 The process for making a payment is as follows:
- (a) You select to carry out an external payment using SWIFT;
 - (b) you then provide us with payment instructions which you will be asked to confirm. By confirming, you agree that we will make the payment;
 - (c) instructions must be submitted before the cut off times described at paragraph 7.4 of Section C of our Terms. If you submit your instructions after the cut off time your instruction will only be accepted the following business day.;
 - (d) we will not be liable for any delays arising from your failure to submit your instructions before the cut-off time.

9 Internet Banking outside the UK

We do permit you to make payments outside the UK but please note that if you use our electronic banking service outside the UK you do so at your own risk. It is your responsibility to ensure that, if outside the UK, your ability to use the Internet Banking service is permitted by local law and we shall not be liable for any loss or damage suffered by you as a result of not being able to use the Internet Banking service in other jurisdictions.

We may also require additional information from you in order to proceed with a payment instruction initiated by you outside the UK.

If you make a payment outside the UK, the fees you pay in relation to that payment must be shared with the beneficiary in certain cases, for example for non-USD payments within the EEA. In addition, we may request additional information from you in respect of any international payments as we determine to be necessary.

There may be delays, or we may not be able to Accept, Process or Execute any international payments where payment restrictions apply, including sanctions, embargoes, currency restrictions or where we have anti-money laundering concerns in relation to the recipient of the payment.

10 Fees and changes to the service

- 10.1 You are liable for any telephone charges and any charges made by your internet service provider as a result of the use by you of the Internet Banking service.
- 10.2 Currently, we do not make any specific charges for using our Internet Banking service, although we reserve the right to do so in the future. However, before any such charges are introduced we will give you 60 days' notice personally by post, email or other means before we make the change and without giving us any notice, you may, at any time up to 60 days from the date we tell you of the change, terminate this contract. If you choose to continue using the Internet Banking service after the charges take effect you authorise us to debit any of your accounts with such charges.
- 10.3 The site(s) or screens through which you access to the Internet Banking service are subject to change by us. Unless we have specifically agreed to give prior notice to you we may make such changes (including changes to layout) without notification to you.

11 Use of the Internet Banking Service by a third party

- 11.1 If you want to authorise another person to operate some or all of your Accounts, you (or both of you for any joint Accounts) will need to complete and sign a third party mandate in accordance with Section C paragraph 3.
- 11.2 Where we have been notified by all account holders of a particular account that another person is authorised to use the Internet Banking Service in connection with that account, that other person can access and operate that Account with us on behalf of the holders of that account through the Internet Banking Service.

- 11.3 Please note, we do not accept any liability for any access to information about your Accounts that is obtained by any third party as a result of you or any person authorised to use Internet Banking Service in connection with your accounts using the Internet Banking Service (other than where such access is obtained as a result of our negligence or wilful default).

12 Communications with us

- 12.1 For technical support please call Customer Services during working hours on 020 79204920 and select the Customer Services option or email Customer Services at customerservice@fbnbank.co.uk.
- 12.2 You should send any notifications regarding the Internet Banking Service to us in writing and by post or personal delivery except where any terms and conditions of our agreement with you require you to contact us via a different method.
- 12.3 We will contact you using the most recent details you have given to us. You must keep us informed of any changes to you contact information. If we believe there is suspicious (including fraudulent) activity on your Accounts, we may contact you by post, telephone (including mobile phone), email, mobile messaging or secure electronic messaging. If we contact you by telephone, we will always first verify your identity before talking to you about the matter. If we contact you by any method of electronic communication (e.g. email, SMS) or by post, we will never ask you to provide your account details, Security Codes or any other identification verification information.

13 Availability of the Internet Banking Service

- 13.1 The Internet Banking Service may be unavailable if we have to carry out routine or emergency maintenance. We will try to inform you in advance but it may not always be possible to do so.

14 Suspension of your Internet Banking Service

- 14.1 We may suspend your use of the Internet Banking Service if we have reasonable grounds, including where:
- (a) we suspect there is or has been unauthorised fraudulent use of the Internet Banking Service;
 - (b) we consider there is a significantly increased risk you will be unable to repay any overdraft on your accounts;
 - (c) we consider there is a significantly increased risk you will be unable to repay any debt you owe to us and by using the Internet Banking Service you are capable of increasing that debt;
 - (d) you hold products or services jointly, and we are required under the mandate to suspend your use of the Internet Banking Service (for example, because we learn of a dispute between the parties).
- 14.2 We will normally give you advance notice of a suspension by telephone or in writing. We are not bound to give you details of the reasons for the suspension if it would compromise our reasonable security measures or if it is unlawful to do so.
- 14.3 We may still suspend your use of the Internet Banking Service without notice due to national, European or international legal obligations that apply to us.
- 14.4 You can ask us to lift any suspension by calling Customer Services. We will notify you at the time, if the circumstances leading to the suspension no longer apply, that you may continue to use the Internet Banking Service.

15 Cancellation of the Internet Banking Service

- 15.1 You have the right to cancel your agreement with us to use the Internet Banking Service at any time. You can do this by writing to Customer Services at the address detailed in paragraph 2.3 of Section A of our Terms.

16 Terms to remain enforceable

- 16.1 If any part of the Internet Banking Terms, or any other terms of our contract with you, proves to be unenforceable in any way, this will not affect the validity of the remaining Internet Banking Terms in any way.

Section F
Lending arrangements

1 Additional conditions relating to lending arrangements

We may agree to enter into individually negotiated loan or financing agreements or letters of credit with business account holders. These will be governed by separate terms and will constitute additional Terms for the purposes of paragraph 1.7 of Section A.

Section G Investment Services

1 General Information

- 1.1 The terms of this Section G have been provided as a supplement to those in the preceding sections. For a list of defined terms used in this Section G, please see paragraph 14 below.
- 1.2 We will treat you, but not any person on whose behalf you may be acting, as our customer for the purposes of the FCA Rules. We are required by the FCA Rules to categorise you in order to identify the level of regulatory protection and you have been categorised as a “Retail Client”. You may ask us to categorise you differently from how we have already categorised you but we reserve the right to decline your request. Please be aware that if we were to change your categorisation some of the current protections offered by the current regulatory system would be lost, and we would discuss this in greater detail with you should you wish to make an application to change your status. For more information, please get in touch with your FBN contact using the details set out in paragraph 2 of Section A.
- 1.3 These Terms shall bind you as a principal. Accordingly, whether or not you are acting on behalf of an underlying customer in relation to orders which you send to us, you shall be bound by our acts under these Terms and without limitation shall be liable as principal for all liabilities arising as a result of any transaction which we enter into on your behalf in accordance with these Terms.
- 1.4 You agree that we may use the service of one or more other persons or entities in connection with our obligations under these Terms but this shall not affect our responsibility to you for the fulfilment of those obligations.

2 General risks of investment activity

- 2.1 Clients should note that there are significant risks inherent in investing in certain financial instruments and in certain markets. These include (but are not limited to) the following:
- (a) Past performance is not an indicator of future performance.
 - (b) The value of investments may go down as well as up.
 - (c) You are not certain to make a profit.
 - (d) You may make a loss.
 - (e) You may lose your entire investment.
 - (f) The price or value of investments may fluctuate significantly.
 - (g) If there are income distributions, they may also fluctuate significantly.
- 2.2 In addition, we have included a risk warning advising you that should we be requested to provide execution-only services to you in relation to non-complex instruments, we are not required to assess the appropriateness of the instrument or the service provided or offered to you and, as a result, you will not benefit from the protection of the FCA rules on assessing appropriateness.
- 2.3 If you have any questions at all about the contents of this section please raise them with your FBN contact or contact the Compliance Department at FBN. Please see paragraph 2 of Section A for more details as to how to get in touch.

3 Treating Customers Fairly

- 3.1 At FBN we believe in treating customers fairly. Banks and financial advisers are required to have proper regard for a client’s best interests in any advice given.
- 3.2 This means that we recognise the importance of the following principles and outcomes for our clients:

- (a) Clients can be confident that their fair treatment is central to our corporate culture.
 - (b) Products and services marketed and sold in the retail market are designed to meet the needs of identified client groups and are targeted accordingly.
 - (c) Clients are provided with clear information and are kept appropriately informed before, during and after the point of sale.
 - (d) Where clients receive advice, the advice is suitable and takes account of their circumstances.
 - (e) Clients are provided with products that perform as the client expects them to, and the associated service is of an acceptable standard and as they have been led to expect.
 - (f) Clients do not face unreasonable post-sale barriers imposed to change product, switch provider, submit a claim or make a complaint.
- 3.3 In addition to these Terms, we refer you to other important documents for clients of FBN that are available on request, whilst noting that we may change the form, terms and title of such documents, as appropriate, from time to time. Such documents might include, but are not limited to, the following:
- (a) Standard Tariffs and Charges.
 - (b) Documentary Conditions for Opening an Account.
 - (c) Your Identity: Together We'll Beat Crime.
 - (d) Looking After Your Account & Protecting Your Money.
 - (e) Conflicts Policy.

4 The services we will provide

- 4.1 We will provide advisory services in relation to investments, principally funds, and such other services as we may determine from time to time. For the purpose of this Section G, "investments" may include any designated investment as that term is defined by the FCA Rules.
- 4.2 When we advise you, we will rely on the information provided by you in the completed confidential Personal & Financial Fact form setting out your financial circumstances, investment objectives, risk profile, tax status and other personal circumstances that may be relevant to our selection of the services provided under these Terms. In order to provide the services under these Terms, it is important that we are made aware of any changes to your personal circumstances as these may affect how we aim to achieve your investment objectives. You agree to notify us immediately in writing of any changes in the information you have provided to us which may be relevant to our performance of the services under these Terms.
- 4.3 We reserve the right to decline to arrange for the execution of any transaction or to provide or continue to provide any investment services where we believe we may be required to do so by the FCA, any other regulatory authority or any applicable law.
- 4.4 We will advise you, at your request, on investments (that do not form part of any portfolio which is managed for you as a discretionary client) and on the merits of entering into any transaction and assess its suitability for you. This is termed as an "advisory" service offering.
- 4.5 Under the FCA retail distribution review we are obliged to inform you that the advice being provided is "restricted". FBN does not offer full financial planning services and solely focuses on lump sum investments in portfolios of selected funds from selected fund managers (listed in our purchase form).
- 4.6 Notwithstanding the provisions of this paragraph 4, we will arrange for the execution of your transaction request for investments, via a third party provider (currently Jarvis Investment Management Limited), to purchase Eurobonds, Securities/Shares and/or custody services as per your specific instructions. In this

respect, the Bank does not provide any advice to you on investments it you choose or relating to the merits or suitability of any transaction chosen by you and will not ascertain the appropriateness of the investment.

- 4.7 When we advise, and as a Retail Client, we will assess suitability by taking into account your knowledge and experience of the investment field relevant to the particular kind of investment, your financial situation and your investment objectives. We will communicate our advice to you in writing, and we will provide you with a recommendation report which sets out the reasons for our advice.
- 4.8 Our investment advisory service does not involve us assessing the composition of your investment portfolio or undertaking any other review of your circumstances other than those which we need to take into account before we make an assessment of suitability of any personal recommendation we may make.

5 Communications from us

- 5.1 You agree that from time to time FBN or its Associates (defined below) may make financial promotions to you in the course of personal visits, telephone conversations or other interactive dialogue at any time of the day after 9 a.m. and before 9 p.m. (local time) as well as by fax, e-mail or by any other means). You also consent to receiving information from us by means of our website, www.fbnbank.co.uk where it is appropriate for us to provide information in this manner.
- 5.2 Your acceptance of these Terms represents an express invitation by you to make such contact, and any such communication will be treated as solicited.
- 5.3 Investment Portfolio Valuation Statements will be provided on a quarterly basis unless otherwise specified.

6 Conflicts of interest and material interests

- 6.1 As required by the FCA Rules, we have provided to you a summary of our Conflicts of Interest Policy. We may provide services to you under these Terms irrespective of whether we have a material interest or relationship which may involve a conflict with your interests.
- 6.2 In accordance with FCA Rules and our own Conflicts of Interest Policy, we have in place arrangements to manage conflicts of interest that arise between ourselves and our clients and between our different clients.
- 6.3 We will act honestly, fairly and professionally - known as conducting business in the client's best interests, under the FCA Rules. Occasionally situations may arise where we or one of our other clients have some form of interest in business transacted for you. If this happens or we become aware that our interests or those of one of our other clients conflict with your interest, we will write to you and obtain your consent before we carry out your instructions, and detail the steps we will take to ensure fair treatment.
- 6.4 You can view our Conflicts Policy on our website, www.fbnbank.co.uk.
- 6.5 In accordance with the FCA Rules, we are prohibited from accepting any payment (commission or other non-monetary benefits) which is likely to conflict with the duty of FBN to its clients.
- 6.6 We and any Associate of ours may provide any services to others or carry out transactions as principal where we have or an Associate of ours has a material interest or relationship which may involve a conflict with your interests. Where we rely on procedures referred to below in this paragraph 6 or to the extent that it is reasonable for us or our Associate to do so, both we and any Associate may disregard your interests in providing such services to other persons or carrying out such transactions. Neither we nor any Associate shall be liable to you for any amount of any profit, benefit, commission or remuneration received in these circumstances nor shall our fees be abated. None of the services to be provided hereunder nor any other matter shall give rise to any fiduciary or equitable duties which would prevent or hinder us or any Associate of ours from providing investment services to other persons.
- 6.7 FBN has instituted procedures designed to ensure the independence of services.

This includes restricting access to confidential information for employees in situations where there may be a conflict of interest. You agree that in providing you with any service or information, we shall not be obliged to take into account any information where the persons responsible for dealing for or with you are

prevented from having access to that information by our procedures or where we are otherwise prohibited by law or regulation from taking that information into account.

We shall not be obliged to disclose to you any information which we are prohibited from disclosing or which in our reasonable opinion it would be inappropriate to disclose given our legal and regulatory obligations.

7 Our charges

- 7.1 We will be entitled to be remunerated by you for the investment services that we provide under these Terms. Not all banks and investment advisers charge for advice the same way. We will discuss your payment options with you and answer any questions you may have in good time before giving you any investment advice. We try to make all charges as clear and transparent as possible and advise you of the fee in full monetary terms prior to any investment commitments.
- 7.2 We will agree the fee that we will charge before beginning work. For most transactions the fee is defined by the monetary size of the transaction and in some cases the amount of work carried out by the adviser. For your information where we execute a transaction with or through another person or entity we may pay that person or entity a fee.
- 7.3 Details of our charging structure and standard tariff and charges are set out in Appendices 1 and 2 respectively to these Terms. Your contact at FBN is able to respond to any queries you might have regarding these documents and any related charges, fees and expenses.
- 7.4 As set out in Appendix 1, we will typically charge you an initial charge for investment portfolio recommendations depending on the amount that will be invested and additional charges for ongoing investment management. These initial charges that will apply to you will be fully listed in the recommendation report we will provide to you, and will be discussed in detail prior to you accepting the charges and fees and authorising us to proceed with the investment. We will discuss and agree additional charges in advance of any ongoing subsequent investment management.
- 7.5 Additional fees, charges and management fees may be payable in respect of each investment funds (and may vary according to the type of fund and specific provider in each case) and we shall inform you of these by providing you with the relevant documentation, such as factsheets/simplified prospectuses, detailing those arrangements from those parties at the initial investment recommendation stage.
- 7.6
- 7.6 FBN may receive quarterly rebate fees from the fund managers, and these generally range from 0.25% - 1% of the total amount invested with the fund manager. These rebate fees, when payable, are part of our charges, and are already included in the fees levied by the fund provider that you will have been provided at the initial investment recommendation or renewal stages.
- 7.7 All of our charges will be debited from your bank account with FBN.

8 Provision and disclosure of information

- 8.1 Neither of us may disclose to any other person information of a confidential nature acquired in consequence of the arrangements described in this Section G, except for information which we or you are bound to disclose by law or regulation, or which is requested by regulatory or fiscal authorities or a court of competent jurisdiction, or which is disclosed to professional advisers where reasonably necessary for the performance of their professional services. We may disclose confidential information from this Section G relating to you to our Associates, delegates and other third parties but only to assist or enable the proper performance of our services.
- 8.2 You will provide us on demand with evidence reasonably satisfactory to us of your identity, or that of your associates, employees and agents and such other matters as we may require under this Section G, in each case in order to comply with law or regulation or any of our policies relating to such law or regulation, including (but not limited to) applicable law concerning money laundering. If you are unable to adequately

verify your identity for money laundering purposes, we may not be able to advise or arrange any investment for you.

9 Fraud prevention

If false and inaccurate information is provided in relation to our services under this Section G and fraud is identified and suspected, details may be passed to fraud prevention agencies and relevant law enforcement agencies. Additionally we reserve the right to refuse instructions or arrange payments where it is necessary to meet our legal obligations.

10 Liability

10.1 This paragraph 10 relates to our actions in relation to investment activities under Section G only. Except in the case of our wilful default, negligence or breach of contract under this Section G or breach of our obligations to you under FSMA, FSMA Regulations, PRA Rules or FCA Rules in relation to the same, you shall be liable to us and hold us harmless from all claims brought or established against us by any customer or third parties (other than our agents), and against all liabilities which we may suffer or incur arising out of the lawful and proper performance of our duties under this Section G.

10.2 Our obligation in the provision of services under this Section G is to use reasonable care. We accept responsibility for any loss suffered or incurred by you to the extent that such losses arise directly from our wilful default, fraud, negligence and/or our deliberate and wilful breach of any duties which we owe you under FSMA, FSMA Regulations or FCA Rules.

10.3 If you are a Consumer, you have certain statutory rights regarding the provision of services from us, to you. These Terms and Conditions do not affect your statutory rights.

11 Notices relating to our investment services

11.1 Any notice relating to services provided under this Section G shall be served by sending it by prepaid letter through the post, or by fax.

11.2 If contacting us specifically about our investment services under this Section G, please send any notices:

- (a) to the Compliance Officer at our above address or to our fax number; or
- (b) to such other address or fax number as may be notified to you from time to time; and
- (c) signed in accordance with the mandate for the time being held by us in relation to your account.

11.3 When we contact you specifically about an investment service matter, we may do so by sending a notice:

- (a) to you or your agent at the address or fax number as notified by you and held by us; and
- (b) signed on behalf of FBN.

11.4 In either case a notice sent by post shall be treated as being served on the third business day following the day on which it was posted and in proving such service it shall be sufficient to prove that the notice was properly addressed, stamped and posted. A notice sent by fax shall be deemed served on the business day immediately following the day on which it was sent and in proving service it shall be sufficient to demonstrate from an automated delivery receipt that the fax was sent without error.

12 Applicability, termination and your right to cancel

12.1 Our relationship with you as regards the provision of investment services under this Section G may terminate where:

- (a) we send you an agreement which is expressed to supersede these Terms, with effect from the date on which the relevant provisions of that agreement become effective; or

- (b) these Terms generally are otherwise terminated by us or by you giving written notice to the other to that effect.

12.2 Such termination will take effect upon 10 business days from the receipt of such notice by the party to whom the termination notice is addressed, and will not affect your rights in holding an account with us or your rights under the rest of these Terms apart from this Section G.

13 Force Majeure

Notwithstanding anything to the contrary we shall have no liability whatsoever to you nor be deemed to be in default of this Section G only as a result of any delay or failure in performing our obligations under these Terms to the extent that any such delay or failure arises from causes beyond our reasonable control including, but not limited to, suspension of trading, natural disasters, acts or regulations of any governmental or supranational authority, war or national emergency, accident, fire, riot, civil disturbance, failure of electronic equipment or communications equipment, strikes, lock-outs and industrial disputes.

14 Miscellaneous

14.1 The Contracts (Rights of Third Parties) Act 1999 shall not apply to your rights under this Section G and accordingly such conditions shall not be enforceable by any person who is not a party to these Terms nor are they intended to confer a benefit on any third party.

14.2 Your rights under this Section G are personal to you and shall not be capable of assignment by you or of being transferred by you. We may assign our rights under this Section G to any of our Associates without your consent. Upon giving you 20 business days' prior notice in writing, we may appoint any of our Associates to provide the services contemplated by this Section G in our place and shall then transfer to such appointee all of our rights and obligations under the Terms.

14.3 In this Section G:

- (a) "Affiliate" means a Subsidiary or a Holding Company of a person or any other Subsidiary of that Holding Company.
- (b) "Associate" has the meaning given in the FCA Rules at the date of these Terms and such other service providers contracted for purposes of providing our wealth management services, including Jarvis Investment Management Limited.
- (c) "FCA" means the UK Financial Conduct Authority and any replacement or substitute body.
- (d) "FCA Rules" means the rules, guidance, directions and other provisions in the FCA Handbook or otherwise made by the FCA as from time to time in force.
- (e) "FSMA" means the United Kingdom Financial Services and Markets Act 2000.
- (f) "FSMA Regulations" means any secondary legislation made under FSMA.
- (g) "Holding Company" of any other person, means a person in respect of which that other person is a Subsidiary.
- (h) "PRA Rules" means the rules, guidance, directions and other provisions in the PRA Handbook or otherwise made by the PRA as from time to time in force.
- (i) "Subsidiary" means an entity of which a person has direct or indirect control or owns directly or indirectly more than 50 per cent. of the voting capital or similar right of ownership and control for this purpose means the power to direct the management and the policies of the entity whether through the ownership of voting control, by contract or otherwise.

APPENDIX 1 CHARGING STRUCTURE

Investment Portfolio - Initial Fees

This is an upfront fee the Bank will charge for the recommendation of an investment portfolio. The fee is in addition to the investment amount and not included. The fee charged will depend on the investment amount and will be charged as follows:

- 2% on investment portfolio of \$250k > \$500k (including \$250k), or equivalent in GBP.
- 1.75% on investment portfolio of \$500k > \$1m (including \$500k), or equivalent in GBP.
- 1.25% investment portfolio of \$1m > \$1.5m (including \$1m), or equivalent in GBP.
- Investment portfolio > \$1.5m (including \$1.5m), or equivalent in GBP, charges will be negotiated.

Jarvis Investment Management, Bank's current administrator/custodian will charge trade fee of £19.50 for each transaction; and in the event of withdrawal, BACS fee of £5 for GBP transactions and £20 for non GBP transactions, will be applicable. In addition, there will be an annual custodian fee of £50 + VAT payable monthly in arrears, for other securities.

Any additional transactions relating to new or existing investments may be subject to additional charges and if this is the case we will notify you of any change and seek your agreement to proceed.

Investment Portfolio - Ongoing fees

This will be charged for the ongoing management of an investment portfolio. This fee will be charged in arrears, depending on the value of investment at the beginning of every year. The ongoing annual fees will be charged as follows:

- Investment portfolios of up to \$1m, or equivalent in GBP will be charged 1%.
- Investment portfolio > \$1m, or equivalent in GBP, the charge will be negotiable.

Arrangement of Execution only Services Fees

Clients to be charged an arrangement fee of between 0.5% - 1% (inclusive) depending on the required services. The fee, which will be payable to FBN Bank UK Limited, will be charged upfront by debiting clients' account with the Bank

Jarvis Investment Management will offer the same to the clients and Jarvis Investment Management's fee structure is as follows:

- A custodian fee of 5 basis points (i.e. 0.05%), min. of £3, per annum payable monthly for the Eurobonds.
- Trade's fees will be charged as follows:
-

Value of Trade	Commission
£0 - £2000	£25
£2001 - £4000	£35
£4001 - £20000	£55
£20000+	£100

APPENDIX 2

Standard Tariff and Charges

General Banking Services

1. Monthly Balance and Account Maintenance Charges

Personal Accounts: A monthly charge of GBP10, US\$20, EUR15 or other currency equivalent of GBP10 will be debited to each of your account(s) if your account balance falls below the minimum balance required for the currency. Minimum balance for current accounts is £5,000 or currency equivalent unless notified otherwise.

2. Instant Savings Account* Minimum Balances:

Depending on the account currency a minimum balance of GBP2,000, US\$4,000 or EUR3,000 is required to be maintained at all times.

3. High Interest 30, 60 & 90 Day Notice Account* Minimum Balances and Penalty Fees:

Depending on the account currency a minimum balance of GBP5,000, US\$10,000 or EUR15,000 is required to be maintained at all times or the monthly charge will apply. The respective notice period of 30, 60 or 90 days should be given for all withdrawals so as not to incur a fee. Withdrawals without giving the required notice period will incur a fee equivalent to the gross rate of interest applicable on the date of withdrawal, for the number of notice days not given, calculated on the amount of the withdrawal (minimum charge £10 or currency equivalent).

*Interest rates are variable and are paid on a tiered balance basis. Details of current and historical rates are available on request; they are also posted on our website www.fbnbank.co.uk

4. Fixed Deposit Minimum Balance and Fees:

Minimum balance for Fixed Deposit is GBP250,000 or currency equivalent. If access to funds is required prior to maturity date a fee of 0.015% or higher, minimum GBP40 or currency equivalent, will be charged based on the amount of the Fixed Deposit. Early repayment of a Fixed Deposit is at the entire discretion of the Bank and may not be granted in certain circumstances.

5. Temporary overdrafts (includes temporary overdrafts created by debits against uncleared effects)

Temporary Overdraft Administration Fee	£20, US\$40 or EUR30**
Temporary Overdraft Interest rate	FBN Bank (UK) Limited base rate of +9% p.a.

**Any transaction that causes a temporary overdraft may be paid at the bank's discretion and the fee of £20, US\$40, EUR30 or currency equivalent as appropriate, charged. If the temporary overdraft increases any further during the month, another fee of £20, US\$40, EUR30 or currency equivalent as appropriate, each time the overdraft increases, will be charged. In all circumstances, the bank reserves the right to decide whether the payment is made or not. The bank will advise you if the payment is not made.

Fees charged are in addition to interest charged as mentioned above.

6. Debit Cards

Annual Fee: FBN Bank (UK) Limited Debit Cards (£/\$/€)	GBP Debit Card: £100 US\$ Debit Card: \$150 € Debit Card: €125
Each cash withdrawal	Free

Replacement Debit Card due to loss, theft etc	£20
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7. Other Account Services

Charge per international payment/transfer made through the Internet Banking Service	£20
Item received for debit to your account but returned due to insufficient funds	£15
Item received for debit to your account and paid against uncleared effects	£20
Returned cheque paid into your account GBP/US\$/EUR (other currencies charged at £20 or equivalent)	£20 US\$30 EUR25
Stopped cheque instruction	£10
GBP Bank draft issued	£20
US\$ Bank draft issued	US\$30
GBP cash withdrawals without notice over £10,000 (subject to cash being available)†	1.5% of sum withdrawn minimum £150 (and equivalent for US\$ and € withdrawals)
Standing Order per payment	£10
Payment GBP/EUR/US\$ (other currencies charged at £30 or currency equivalent)	£20 US\$30 EUR25
Statements: End of month statements are 'Free'. Statements at additional frequencies or duplicate statements are chargeable.	£5 per statement or part thereof
Hold Mail Accounts (Account Statements only held, under no circumstances is any other correspondence held)	£50 p.a. or part thereof, charged in advance annually on 1st November

† FBN Bank (UK) Limited requires at least 72 hours' notice for cash withdrawals over £10,000, US\$10,000 or €10,000.

All tariffs and charges stated are quoted as a flat fee per payment/item/transaction unless stated otherwise and may be charged as a currency equivalent at a rate determined by us.

Any agent banks charges incurred will be debited to your account at cost.

For any other product or service or for any additional work carried out by the bank, customers will be informed by the bank of the relevant charges before that product or service is provided, or before the additional work is carried out, and also at any time that the customer asks.

However, for clients with facilities provided by the Bank the tariff may in certain circumstances differ and in such case the tariff and charges detailed in the Bank's Facility Letter will prevail.

This is the Bank's Standard Tariff and Charges as at April 2016. We may change any part of this Tariff, including rates of interest or charges, in accordance with clause 4 of Section A.