



**FBN BANK (UK) LIMITED**

**TERMS AND CONDITIONS**

**PERSONAL / JOINT ACCOUNTS AND SPV/SMALL BUSINESS ACCOUNTS**

Effective from September 2021

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## SECTION A – OVERVIEW OF TERMS AND CONDITIONS

### 1. INTRODUCTION

- 1.1 These terms and conditions (the “**Terms**”) apply to each account you hold with FBN Bank (UK) Limited if you are a Consumer (meaning an individual who is acting for purposes other than a trade, business or profession) and/or if you have a business banking relationship as a Small Business Customer (meaning an enterprise which employs fewer than 10 persons and whose annual turnover and/or annual balance sheet total does not exceed EUR 2 million), and explain our obligations to you and your obligations to us.
- 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 13 (Closing your account) of Section B.
- 1.3 We have tried to express these Terms in language that is easy to understand, but please do let us know if you would like an explanation of the meaning of anything contained in the Terms. You can do this by speaking to the Client Services Group using the details in paragraph 2.
- 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 Current Account product we offer is, currently, our only form of Payment Accounts (the “**Payment Accounts**”):
- 1.6 The following accounts are Non-payment Accounts (the “**Non-payment Accounts**”):
- 1.6.1 Call Account;
  - 1.6.2 Instant Savings Account.
  - 1.6.3 Fixed Term Deposit Account; and
  - 1.6.4 30/60/90 Day Notice Account.
- 1.7 Your Agreement (your “**Agreement**”) with us is contained in:
- 1.7.1 these Terms;
  - 1.7.2 Fee Information Document for Payment Accounts and Schedule of fees and charges for Non-Payment Accounts (together, the “**Tariff**”);
  - 1.7.3 any additional conditions in respect of a product or service that we may agree between us (including, for example, any relating to the provision of investment services); and
  - 1.7.4 the application form or forms you have signed.
- 1.8 The additional conditions include notice periods, minimum or maximum balances and other terms which are specific to an account or service. We will provide you with additional conditions when you apply for a new product service. We will provide you with a copy of these Terms, the Tariff 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 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 You can also find out about some of our current rates and charges on our website, [www.fbnbank.co.uk](http://www.fbnbank.co.uk), or by phoning us or asking our staff. When we change the credit 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.
- 1.11 In these Terms “you” and “your” includes all joint account holders and any person you authorise to give instructions on your account(s) in accordance with the Terms. “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 and, where you provide an e-mail address, by e-mail or other electronic means (which in these Terms includes the internet and any form of electronic message made by any type of electronic device). This includes sending you any information/notices required under any laws and regulations we are subject to.
- 2.2 By providing us with your e-mail address, this will be treated as you having agreed that we may contact you via e-mail or other electronic means, and that we may transmit documents to you via these means (both within the body of those messages and as attachments).
- 2.3 We will always use the latest address, telephone number or e-mail address you have given us to contact you. To ensure that you are kept up to date, you should make sure that we always have your current contact details. We will continue sending information to you at the last known address we have for you, and any communications sent to the latest set of contact details will be treated as being sent directly to you, therefore it is important you inform us of any changes.
- 2.4 You can make changes to your contact details and/or personal information at any time by writing to our Client Services Group, but for some changes we may need documentary evidence. If we do need evidence, we will let you know as soon as possible.
- 2.5 We’ll assume post has reached you two business days after we sent it. We’ll assume you’ve received e-mails and other electronic messages once we’ve sent them.
- 2.6 You can use the following details to contact us:
- Client Services Group  
FBN Bank (UK) Limited  
28 Finsbury Circus  
London EC2M 7DT
- Telephone:** +44 (0)20 7920 4920 (please select the Client Services option)
- E-mail:** [clientservicesgroup@fbnbank.co.uk](mailto:clientservicesgroup@fbnbank.co.uk)
- We may notify you of changes in our contact details by contacting you via the latest address, telephone number or e-mail address you have given us.
- 2.7 Telephone calls and electronic communications made between us may be recorded for regulatory, training and/or 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 If we choose not to exercise rights against you immediately, we can still do so later.
- 3.4 FBN Bank (UK) Limited is a wholly owned subsidiary of 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.
- 3.5 You can view the FCA Register at <https://register.fca.org.uk/s/>

### **4. CHANGES TO THESE TERMS**

- 4.1 Other than where we mutually agree a change to our agreement with you, you cannot make a change to these Terms or any other elements of your Agreement.
- 4.2 Except for fixed interest rates, we may change your Agreement with us (including our charges and interest rates and/or to introduce changes to our services, including any benefits or services provided as part of an account package) if we need to:
  - 4.2.1 make them easier to understand/to correct mistakes,
  - 4.2.2 to reflect changes in the technology we use to provide accounts to you,
  - 4.2.3 to reflect changes in our process for offering accounts,
  - 4.2.4 to reflect changes in the cost to us of providing accounts to you,
  - 4.2.5 take account (or in anticipation) of changes in the law, regulations, rules, codes of practice, court or ombudsman decisions or regulatory practice which relate to the accounts we provide to you,
  - 4.2.6 if we take on the accounts of, or take over or merge with another provider,
  - 4.2.7 to maintain our financial stability' or
  - 4.2.8 any other good reason.
- 4.3 We won't make any change greater than is justified by the reason for making it. If our change is a change to any interest rate or fees, and this change is as a result of a change in the cost of providing our services to you, we will limit the change to an equivalent financial impact to the change in our costs.
- 4.4 We may notify you of any changes to your Agreement by one or more of the following methods:
  - 4.4.1 sending you written notice by post or by electronic means;
  - 4.4.2 publishing the changes on our website; and/or

- 4.4.3 putting messages on the bottom line of your statements.
- 4.5 Whether we notify you in advance of a change, and the length of the notice, depends on the type of change in question.
  - 4.5.1 For changes to interest rates, the manner in which we notify you is set out in paragraph 5.
  - 4.5.2 If your account is a Payment Account and the change relates to something other than an interest or exchange rate, we will give you not less than two months' notice of any changes to your Agreement.
  - 4.5.3 If your account is a Non-payment Account and the change relates to something other than an interest or exchange rate, we will give you not less than 30 days' notice of any changes to these Terms, which are to your disadvantage. If the changes are to your advantage, we may make them immediate and advise you within 30 days of the change.
- 4.6 We may also introduce changes to your Agreement immediately and advise you within 30 days of the change if we consider they are necessary to take account of any legal or regulatory requirements which we could not notify you in advance of.
- 4.7 Where we notify you in advance of a change, you may:
  - 4.7.1 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
  - 4.7.2 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 and these will come into effect on the day stated.
- 4.9 Where we make a major change or several minor changes, we will provide you with revised Terms, Tariff and/or a summary of the changes.
- 4.10 No changes to your Agreement will affect any legal rights or obligations which may have arisen prior to the change coming into effect.

## **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 account(s). 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.
- 5.2 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.
- 5.3 Unless we tell you otherwise, we work out interest daily on the amount of the cleared balance on each account at the end of each day, and apply it in accordance with the additional terms applicable to your account. We pay interest or, if applicable, charge interest and fees by crediting or debiting your account.

- 5.4 Interest will be paid without withholding tax save as may be required by law.
- 5.5 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.
- 5.6 Unless a change in law requires us to act differently, we will give you not less than 30 days' notice of a change in the interest rate of a Non-payment Account, and not less than two months' notice of a change in the interest rate of a Payment Account, unless the change in interest rate:
- 5.6.1 is in your favour; or
  - 5.6.2 is based on a specified external rate or index and the change relates to a change in that rate/index;
- in which case the change will be made by us immediately.
- 5.7 Where we notify you in advance of a change, you may:
- 5.7.1 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
  - 5.7.2 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.
- 5.8 If you do not notify us prior to the date of the proposed change, you will be treated as having accepted the changes and these will come into effect on the day stated.
- 5.9 When we make an immediate change to 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.

## **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:
- 6.1.1 the amount of such loss, injury or damage; and
  - 6.1.2 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:
- 6.2.1 we do not act on your instructions for a reason permitted under these Terms;
  - 6.2.2 we act in accordance with your instructions, but the instructions you gave us were not correct;
  - 6.2.3 because of something we couldn't reasonably control we were prevented from offering a normal service (such as an act or threat of terrorism, computer failure or industrial action); or
  - 6.2.4 we acted in a particular manner in order to comply with legal requirements.



- 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 B, on the same business day that we receive your instruction.
- 6.4 We will not be liable to you in any circumstances for:
- 6.4.1 loss of business, loss of goodwill, loss of opportunity, loss of profit;
  - 6.4.2 any type of special, consequential or indirect loss whatsoever; or
  - 6.4.3 loss caused as a result of any use by you of any account aggregation or similar service provided by someone else,
  - 6.4.4 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, we were aware of this 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, subject to us notifying you in accordance with any regulatory requirements, 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.
- 6.8 You will all be liable for any amounts owing on joint accounts, including 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.
- 7. RIGHT OF SET-OFF**
- 7.1 We have a right of set-off under these Terms.
- 7.2 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.
- 7.3 Where we exercise our right of set-off we will take steps to ensure that you will still have enough funds to meet essential living expenses or priority debts.
- 8. USING INFORMATION ABOUT YOU**
- 8.1 FBN Bank UK is committed to keeping any personal information you provide us safe. FBN Bank UK will process any personal data received under this Agreement in accordance with applicable

data protection legislation in the United Kingdom. Please read our privacy policy to understand how we use and protect the information you provide to us (a copy of our privacy policy can be accessed here: <https://www.fbnbank.co.uk/privacy-statement/>).

## **9. COMPLAINTS AND REDRESS**

- 9.1 We place great importance on providing the highest standards of service to our clients. We take any client dissatisfaction seriously and will deal with all complaints in a timely and efficient way. If you wish to complain about any of our products or services, please contact your Relationship Manager or our Client Services department. We have procedures designed to investigate and resolve your complaint fairly. Information on our Complaint Handling process is available here: <https://www.fbnbank.co.uk/complaints-process/>. If you would like a leaflet describing our complaints procedures, please ask at any of our offices, call or look on [www.fbnbank.co.uk](http://www.fbnbank.co.uk).
- 9.2 If we can't resolve the complaint to your satisfaction you may refer it to the Financial Ombudsman Service ([www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)). They provide a free, independent complaint resolution service and you can also find details on our website.

## **10. FINANCIAL SERVICE COMPENSATION SCHEME**

- 10.1 Provided you are an eligible depositor, the Financial Services Compensation Scheme (FSCS) will apply to accounts held with us. The FSCS can pay compensation to eligible depositors if we can't meet our financial obligations (for example, we are unable to repay you your deposit).
- 10.2 Eligible depositors can claim up to the current FSCS limit for deposits. The limit is the combined amount in all a depositor's accounts with the bank, and not the amount in each separate account. For joint accounts each account holder is treated as having a claim in respect of their share, so for a joint account held by two eligible depositors, each depositor would have a claim up to the FSCS deposit limit and so the maximum amount that could be claimed in total would be twice the current FSCS limit.
- 10.3 Additional information about the FSCS (including the current limits, amounts covered and eligibility to claim) can be found on the FSCS website [www.fscs.org.uk](http://www.fscs.org.uk) or you can call the FSCS on 020 7741 4100 or 0800 678 1100. Additionally, you can find an information sheet on the FSCS as well as details of those excluded from receiving compensation on our website at: <https://www.fbnbank.co.uk/fscs-information-sheet-and-exclusion-list/>

## **11. USE OF THIRD PARTIES**

- 11.1 We can delegate or outsource some or all of our obligations under this agreement to any third party we consider is appropriate.
- 11.2 If we do this, we will still remain responsible to you for the performance of these obligations.
- 11.3 Unless required to be applicable law, we are not obliged to tell you if we do delegate or outsource our obligations.

## **12. ASSIGNMENT**

- 12.1 We can transfer any of our rights and obligations under our agreement with you to a third party at any time without your consent. We may give information we hold about you and your accounts to any organisation we might transfer to. Any such transfer will not result in a change to your rights

and obligations under your agreement, albeit you may receive/owe these to the third party we have transferred our rights and obligations to.

12.2 You may not transfer any of our rights and obligations at any time.

**13. ILLEGAL AND INVALID CONDITIONS**

13.1 If at any time any provision of our agreement with you is or becomes illegal, invalid or cannot be enforced, it will not affect any of the other provision of the agreement.

**14. THIRD PARTY INTERESTS**

14.1 We do not have to recognise any third party interest in your account and we will not be legally responsible for any failure to do so.

14.2 Our agreement with you may only be enforced by you and us. Both you and we do not intend that anyone else will be able to enforce any provision using the Contracts (Rights of Third Parties) Act 1999.

## SECTION B – DEPOSIT ACCOUNTS

### 1. OPENING AN ACCOUNT

- 1.1 Where you are an individual, in order to open a personal account with us, you must meet all of the following criteria:
  - 1.1.1 be at least 18 years of age;
  - 1.1.2 resident in Sub-Saharan Africa;
  - 1.1.3 have an annual income of at least £100,000.00;
  - 1.1.4 have assets of at least £250,000.00; and
  - 1.1.5 be acting for purposes other than a trade, business or profession.
- 1.2 Where you are an incorporated company, in order to open a business account with us, you must meet all of the following criteria be an enterprise:
  - 1.2.1 which employs fewer than 10 persons;
  - 1.2.2 whose annual turnover and/or annual balance sheet total does not exceed EUR 2 million;
  - 1.2.3 the ultimate beneficial owners each meet the eligibility criteria specified in paragraph 1.1; and
  - 1.2.4 any beneficiary of the activities of the incorporated company meets the eligibility criteria specified in paragraph 1.1.
- 1.3 If we receive your application for an account on a business day, as long as we have received a complete application form and have all the information required, the following will apply:
  - 1.3.1 If we can confirm your identity and residency using our know-your-customer procedures, we will open your account once our screening checks have been completed to our satisfaction; or
  - 1.3.2 If we cannot confirm your identity and residency in this way, we will contact you to tell you that we will need more proof of your identity or residency. We will open your account as soon as possible after we receive your proof, as long as we feel it is satisfactory and once our screening checks have been completed to our satisfaction.
- 1.4 We may make enquiries about you with credit reference agencies as part of the screening checks.
- 1.5 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.
- 1.6 If we receive your complete application for an account on a day that is not a business day, we will start process your application according to above on the next business day, provided you have given us all account opening details.
- 1.7 If you have not given us a complete application form and/or we do not have all the information we require, we will contact you as soon as possible to tell you which details are missing. Once you completed the form/provided the details, then we will proceed in accordance with the above.
- 1.8 We have the right to decline to accept your money or your application to open an account with us for any reason, and do not have to provide a reason to you if we do so.

- 1.9 If you send us funds prior to us completing our checks and/or opening your account, we may bank these in a segregated account but not credit your account until we have opened it. Whilst it is in the segregated account, you will not earn any interest on those funds.
- 1.10 We will ask you for a specimen of your signature/s as part of the account opening process and will use this so that we can verify your future instructions if your account is opened.
- 1.11 The additional conditions for each account will specify a minimum deposit required to open the account. If you fail to comply with this minimum, your account may be closed. Details of the current minimum deposit level can be found online in our Tariff and Fee Information Documents which are available on our website [www.fbnbank.co.uk](http://www.fbnbank.co.uk).

## **2. CANCELLING OR CHANGING YOUR ACCOUNT**

- 2.1 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:
  - 2.1.1 the day the contract is entered into; or
  - 2.1.2 the day on which you receive these Terms, any additional conditions (where applicable) and our Tariff.

The additional conditions for an account will confirm if you have a right to cancel or not for that account.

If you do not cancel your account, or you do not have a right to cancel an account, you will remain bound by these Terms until your account is closed in accordance with the Terms below.

- 2.2 You must notify us in writing if you wish to cancel your account. If you cancel your account, 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 associated with termination in the event of a cancellation. 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.
- 2.3 Provided we give you the relevant notices required by regulatory rules, we may set-off any amount owed by you to us against any amount owed by us to you as part of the cancellation.
- 2.4 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.

## **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 You may:
- 4.1.1 open an account as a joint account from the outset; and/or
  - 4.1.2 request that an individual account become a joint account by adding one or more additional account holders.
- 4.2 A joint account may be held by a maximum of five account holders. You may add and remove joint account holders by contacting Client Services. Any changes to the joint account holders will need the written consent of all current joint account holders and, where relevant, the person becoming a joint account holder. A joint account can become an individual account via this process.
- 4.3 Where an account is a joint account, all joint account holders must meet the relevant eligibility criteria. We may refuse a proposed joint account holder and/or freeze an account if the eligibility criteria are not met (as appropriate).
- 4.4 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 all but one account holder dies).
- 4.5 We will send the statement to the first named account holder, unless you tell us in writing otherwise (for example, that you each require separate statements and/or statements should be sent to another person). Where only the first named account holder receives statements, they are responsible for passing information we send to the other account holders.
- 4.6 If any one of you tells us about a dispute between any of you or that an account holder has lost capacity, 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. We will only remove this restriction once instructed to by all joint account holders in writing. 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.
- 4.7 All joint account holders should pay particular attention to paragraph 6.8 of Section A, which describes their liability for actions taken by other joint account holders.
- 4.8 If one account holder on a joint account dies the survivor(s) may request that the account be transferred to their names by contacting Client Services. We may request evidence of the account holder's passing and each survivors consent to this.

## **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:

5.3.1 a resolution is passed for your winding up; or

5.3.2 a 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.

## **6. PROTECTING YOUR ACCOUNT**

6.1 You must do all that you reasonably can to make sure that your security details with us (including any of your identification information) are always kept secret and take steps to prevent unauthorised use of them.

6.2 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.

6.3 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 Online Banking Service, you must tell us as soon as you can by telephoning us on +44 (0)20 7920 4920.

6.4 In order to give us instructions in respect of your account(s) we may require you to confirm your security details. You may also be required to provide us with your security details when contacting us so that we may verify that you are the account holder. Please note that we will never ask you to divulge your full security details. If you get anyone asking for your full security details, contact us immediately.

6.5 Sometimes, we may ask you to provide documents in relation to your instructions in order to prove your identity and/or the validity of the instructions. If you delay in providing us with these documents, it may delay us carrying out your instructions.

## **7. SUSPENDING YOUR ACCOUNT**

7.1 We may suspend or restrict your account(s) (including any joint accounts) and/or refuse to carry out one or more of your instructions if:

- 7.1.1 ordered to by a legal or regulatory body or court; and/or
- 7.1.2 we believe or suspect that:
  - (a) we have to do so under because of laws and regulations;
  - (b) you have not provided sufficient information for us to confirm your identity, or the information you have provided us to confirm your identity is inconsistent or incorrect;
  - (c) you're not keeping to these terms and conditions (including failing to keep your account/security details safe);
  - (d) you're subject to any form of bankruptcy proceedings;
  - (e) you've acted fraudulently or illegally (or there is a risk of your account being used in this manner);
  - (f) someone else is trying to access your account;
  - (g) someone else knows or is using your security details;
  - (h) our relationship has broken down because of your actions, e.g. you've threatened our staff;
  - (i) there's a dispute about the ownership or entitlement to the money in the account; and/or
  - (j) there is some sort of event which is beyond our control and it is preventing us from offering a normal service.
- 7.2 The actions we might take include:
  - 7.2.1 suspending, stopping or reducing a service or account;
  - 7.2.2 recalling or not making a payment;
  - 7.2.3 not making a payment, or asking for confirmation before, a payment is made;
  - 7.2.4 delaying or refusing to open or close your account; and/or
  - 7.2.5 delaying or refusing withdrawals or payments to or from your account or paying interest.
- 7.3 If we do suspend your account and/or refuse to carry out an instruction, we will, if permitted by law to do so and if it is appropriate:
  - 7.3.1 contact you as soon as possible via an email to explain what has occurred, why it has happened, what you can do to solve it and what will take place going forward; and
  - 7.3.2 take reasonable steps to make sure we lift the suspension as soon as we can.
- 7.4 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:
  - 7.4.1 we have reasonable grounds to suspect the security procedures have not been kept safe;
  - 7.4.2 we have reasonable grounds to suspect unauthorised or fraudulent use of the security procedures; or



7.4.3 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.

7.5 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. PAYMENTS INTO YOUR ACCOUNT (INCLUDING DEPOSITS)**

8.1 Funds can be received into your account by:

- (a) electronic transfer from another account; and
- (b) the crediting of cheque payments.

8.2 Where your account is a business account, a payment into your account must use a method of payment which specifies:

8.2.1 if you are a company/LLP – that it is payable to the company name we hold an account for;

8.2.2 if you are public body— that it is payable to the public body;

8.2.3 if you are a sole trader— that it is payable to you or your trading name; or

8.2.4 if you are a partnership — that it is payable to any or all partners or your trading name.

8.3 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 your GBP account.

8.4 For payments into your account from an account at another provider, the provider of that account will tell you/the payee what information needs to be given to them in order to make the payment. This is usually our sort code and the account number of your account with us.

8.5 We are not responsible for making sure that the other provider is given the correct information to send the payment to your account with us, or that they provide the correct information to us when sending the deposit to us.

8.6 If we do not receive the correct information and we cannot pay the money into your account, we will return the money to the originating account without interest. If we do this, we will not be legally responsible to you for any losses you may suffer as a result.

8.7 Additionally, we may, subject to our legal requirements, return payments to an account if:

8.7.1 we believe that by receiving/crediting the payment we might break a law, regulation, code or other duty which applies to us; or

8.7.2 we reasonably believe that receiving the credit may damage our reputation.

8.8 If a mistake does happen which is your or the other provider's fault, we may be able to assist in the investigation and/or recovering the payment. You should contact us as soon as possible after realising the error has occurred to discuss the matter. Where we can assist we may charge you for taking any action(s). We will always inform you of any such charges and seek your explicit permission before applying any charge and taking the action(s).

- 8.9 Unless the payment is being made by way of a cheque, payments into your account in the currency of your account will be credited and made available to you as soon as we receive the funds.
- 8.10 In relation to cheques drawn in sterling:
- 8.10.1 where these are received before 3.00pm on a business day, these will be credited to your account within five business days;
- 8.10.2 where these are received after 3.00pm on a business day, or on a non-business day, they will be treated as being received on the next applicable business day, and will therefore be credited to your account within five business days from then,
- provided there are no exceptional circumstances associated with the payment.
- 8.11 Different times may apply to payments in currencies that are not in sterling. Please call us for further details. If we receive a payment that is in a currency that is different to the currencies of your account, we may reject that payment and return it to the originating account.
- 8.12 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.
- 8.13 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.
- 8.14 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, even if we allowed you to make a payment or to take cash against that item. If you have insufficient funds in your account to satisfy this amount, we will inform you of this, and you will be required to deposit a sufficient amount to satisfy the liability immediately. You may also incur charges on this amount in accordance with our Tariff.
- 8.15 If we pay, by mistake, money into your account that is not yours, you must tell us and arrange to return that money to us as soon as you are aware of it. If we ask you to, you must return all that money, including any interest earned on it, in keeping with our instructions.

## **9. PAYMENTS OUT OF YOUR ACCOUNT (INCLUDING WITHDRAWALS)**

- 9.1 You can, subject to any account conditions, instruct us to make payments out of your account (including withdrawals, transfers to other accounts we provide you, and transfers to accounts at other banks) by:
- 9.1.1 by using the Online Banking Service;
- 9.1.2 giving us instructions in person,
- 9.1.3 telephone;
- 9.1.4 an attachment to an email; and
- 9.1.5 using a debit card we have given you.

During maintenance exercises or in case of emergency our online or telephone service may become temporarily unavailable, and where possible we will try to give you prior notice of this when such events occur. Notices will be provided on our website

9.2 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 these Terms. 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.

9.3 Should we agree such measures with you, you may be able to provide us with written instructions delivered in person or by post, or by electronic means (including email). Where we agree that you may give such instructions or by electronic means (including e-mail):

9.3.1 in order for an instruction given via an email attachment to be valid, the attachment must contain a scan of your signed instructions; and

9.3.2 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.

9.4 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.

#### ***Making withdrawals***

9.5 In order to initiate an in-person transaction / withdrawal in our office(s), you must provide us with a signed instruction in accordance with the mandate we hold on file for your account.

9.6 When conducting transactions in our branch, these are subject to the following restrictions:

9.6.1 if you wish to make a withdrawal of over £10,000.00 from your account, you must notify us at least 48 hours (not including non-business days) for this withdrawal. As part of reviewing a request, further information on this may be requested from us in writing or by telephone;

9.6.2 there is a cumulative weekly limit of £20,000.00 on the amount that can be withdrawn from any bank account. Should you wish to withdraw an amount greater than this in any one week you must contact us in writing with such a request, giving at least 48 hours' notice (not including non-business days).

9.7 In order to initiate a withdrawal via an ATM, you must insert your debit card and enter the relevant PIN to an ATM, and then follow the onscreen instructions to withdraw the amount of funds you wish to receive.

***Making transfers***

- 9.8 Except when you use a debit card, to give us an instruction to transfer funds to another account (whether provided by us, or by another bank), you will need to provide us with the following information in order that we may be able to process your request:
- 9.8.1 if it is not another of your accounts held with us - details of the payee, including their legal name, full address, IBAN or account number and sort code;
  - 9.8.2 the date required for transfer;
  - 9.8.3 the Payment Account to be debited;
  - 9.8.4 the currency and amount to be transferred;
  - 9.8.5 purpose of payment; and
  - 9.8.6 any other documentation that we may ask you to provide from time to time.

If you do not provide correct payment details, we will not be liable for failing to make a payment or making an incorrect payment using the incorrect details, but we will make reasonable efforts to recover your funds (although we may charge you for this).

- 9.9 Depending on the type of transaction, we may require information in addition to the above (for example, in respect of overseas transfers). We will inform you of any additional information we require when you seek to submit your instruction. If you do not provide all requested information, we may be unable to and/refuse to carry out your instruction.
- 9.10 Before we can act on instructions given to us 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.
- 9.11 Where you wish to use a debit card to make a payment, in order to submit the payment instruction to us, you will be required to present your debit card and/or its details to the relevant merchant.
- 9.12 You may be required to authorise your card instruction by:
- 9.12.1 inserting the card into a card reading device and entering the PIN or providing any other security code;
  - 9.12.2 signing a sales voucher;
  - 9.12.3 providing the card details and/or providing any other details as requested;
  - 9.12.4 waving/swiping the card over a reader; and/or
  - 9.12.5 completing a strong customer authentication method we have implemented.
- 9.13 You will be able to set up, amend and cancel direct debits and standing orders on your account if it is a Payment Account.

***Receipt of instructions***

- 9.14 Except where paragraph 9.16 applies, if we receive instructions for an account before the relevant cut-off time on any business day, we will be treated as having received the instruction on that

business day. If we receive an instruction on after a cut-off time or on a non-business day, it will be treated as being made on the next applicable business day.

9.15 We apply the following cut-off times, after which instructions will be deemed to have been received on the following business day:

9.15.1 the cut-off time for payments in GBP/EUR is 3:00pm (UK-time); and

9.15.2 the cut-off time for payments in USD is 3:30pm (UK-time).

Please contact us for details of the cut-off times applicable to payments in other currencies and see paragraph 10 (Foreign transfers) of Section B for more information regarding foreign transfer provisions.

9.16 If you instruct us to make a payment that will happen:

9.16.1 on a specific day;

9.16.2 on the last day of a certain period; or

9.16.3 on a day when you have put funds at our disposal;

(for example, a direct debit or standing order), then instead of the above applying, the payment instruction will be deemed to have been received by us on the day so agreed.

#### ***Cancelling instructions***

9.17 In most circumstances you cannot cancel, and we cannot change or stop, an instruction you give us because we start processing instructions when we are treated as receiving them. If we offer a service of attempting to change or stop a payment after we are treated as receiving the instruction, we may make a charge as set out in our Tariff for providing that service, whether we are successful or not. In all cases, if we are able to stop the instructions, we will notify you in writing of this.

9.18 Where we agree that the execution of a payment instruction is to take place:

9.18.1 on a specific day;

9.18.2 at the end of a certain period; or

9.18.3 on the day on which you place funds at the disposal of us,

(including future direct debits) you may revoke the payment instruction before 5pm on the Business Day preceding the agreed date.

9.19 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:

9.19.1 standing order: name of payee, amount and frequency where appropriate; and

9.19.2 direct debit: name of originator, amount and frequency where appropriate.

9.20 You may cancel a payment, within the timeframes set out in this section by telephoning us, giving us notice in writing (which is received before the relevant cut-off time).

9.21 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 (as set

out in the Tariff or agreed with you separately) 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.

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

***Refusing your instructions***

9.23 We can refuse to act on any instruction if:

9.23.1 you have not provided us with all the requested information in respect of that transaction;

9.23.2 you have insufficient funds in place to complete the transaction;

9.23.3 we have a good reason for thinking that you did not give us the instruction;

9.23.4 the instruction is not clear, is incomplete or not in the required form;

9.23.5 we believe that by carrying out the instruction we might break a law, regulation, code or other duty which applies to us;

9.23.6 we reasonably suspect fraud or it is prudent in the interests of crime prevention or compliance with sanctions laws; or

9.23.7 we reasonably believe that carrying out the instruction may damage our reputation.

9.24 If you instruct us to make a payment from an account without giving the notice required for that account, we may refuse the instruction and/or make a charge or reduce the interest payable on the account.

9.25 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 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.

9.26 If your account is not sufficiently funded, 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, e-mail or any other form of communication we agree and if possible, give our reasons for doing so. 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.

9.27 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, 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).

*Acting on your instructions*

- 9.28 We reserve the right to take additional security measures before acting on instructions from time to time. If we have followed your instructions correctly, we can deduct the amount of any payment from your account immediately on executing the payment. We may rely on any information quoted in an instruction as correct.
- 9.29 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.
- 9.30 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.
- 9.31 Unless we agree otherwise when you give us an instruction to make a payment, we will decide how the payment will be sent.
- 9.32 Automated payments 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.
- 9.33 Subject to any delays/refusals as set out above, payments will be executed in accordance with the following timescales:
- 9.33.1 withdrawal – immediately.
  - 9.33.2 transfer to another account held with us - immediately following the receipt of the instruction.
  - 9.33.3 transfer where the payee’s account is in the EEA and the transaction is in euro - the payment will be credited to the payee’s payment service provider's account by the end of the Business Day following the time of receipt of the instruction.
  - 9.33.4 transfer where the payee’s account is in the UK and the transaction is in sterling – the payment will be credited to the payee’s payment service provider's account by the end of the Business Day following the time of receipt of the instruction.
  - 9.33.5 transfer where the payee’s account is in the EEA or UK and the transaction involves only one currency conversion between the euro and sterling - the payment will be credited to the payee’s payment service provider's account by the end of the Business Day following the time of receipt of the instruction, provided:
    - (a) the currency conversion is carried out in the UK; and
    - (b) if the payee’s account is an EEA Member State, the transfer takes place in euro.
  - 9.33.6 any other circumstances where the transaction is carried out wholly in the UK - the payment will be credited to the payee’s payment service provider's account by the end of the fourth Business Day following the time of receipt of the instruction
  - 9.33.7 For all other circumstances different instruction and execution times may apply. We will provide you with further information on request.

## **10. FOREIGN TRANSFERS**

10.1 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. If the foreign currency is not one that our accounts support, we may reject the transfer and return it to the originating bank without crediting your account.

10.2 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.

10.3 When giving an instruction in respect of a foreign transfer, 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.

10.4 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:

10.4.1 by us; or

10.4.2 by a bank in the country the payment is being sent to and/or in the country whose national currency is being sent.

You may incur additional fees payable to us in this instance due to the additional costs we incur in making these payments.

10.5 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.

10.6 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.

10.7 Notice periods for withdrawals from foreign currency accounts vary according to the currency. Details are available on request and the current account conditions will be notified to you before you seek to make a withdrawal.

10.8 When we convert foreign currency, we will do so at the applicable 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 payee may also be subject to foreign exchange and processing charges.

## **11. ERRONEOUS OR UNAUTHORISED INSTRUCTIONS AND PAYMENTS**

11.1 We are responsible for executing payments sent from and received to your account correctly.



- 11.2 If we incorrectly execute a payment (meaning we fail to execute it, execute it in a defective manner and/or are late in executing it, according to the instruction you gave us), we refund to the payer the amount of the non-executed or defective payment and, where applicable, restore the debited payment account to the state in which it would have been had the defective payment not taken place.
- 11.3 At your request, we will make immediate efforts to trace an incorrectly executed payment and will notify you of the outcome.
- 11.4 If a payment from your account is shown to be unauthorised (meaning you did not consent to it), we will, subject to the remainder of this paragraph, 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.
- 11.5 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 undue delay and no later than 13 months after the payment was made, unless we have failed to provide you with information about the payment.
- 11.6 Where you have authorised a payment initiated by or through a payee (for example, a debit card payment at point of sale), you may receive a refund of that transaction where:
- 11.6.1 your authorisation to debit your account did not specify the exact payment amount;
  - 11.6.2 the amount debited exceeded the amount you had reasonably expected would be taken; and
  - 11.6.3 your request for a refund is made within eight weeks from the date the payment is debited from your account.
  - 11.6.4 You must provide us with such information as is reasonably necessary to check whether the above conditions have been satisfied.
- 11.7 Subject to the below, where unauthorised payments from your account arise from the use of a lost or stolen payment instrument (meaning a debit card or your online banking details), you may only be liable for up to £35 for losses incurred in respect of those unauthorised transactions.
- 11.8 You will be liable for all losses in respect of the unauthorised transactions on your account prior to you notifying us of the unauthorised transactions if you:
- 11.8.1 have acted fraudulently; or
  - 11.8.2 have deliberately, or with extreme carelessness, failed to keep your security information safe or
  - 11.8.3 have deliberately, or with extreme carelessness, failed to notify us without undue delay of the loss/theft of your security information upon becoming aware of such a matter.
- 11.9 You can notify us of the loss/theft of your security information and/or any unauthorised transactions by contacting Client Services by telephone or email using the contact details set out in Section A.
- 11.10 Except where you have acted fraudulently, we will refund the full value of any unauthorised transaction on your account:
- 11.10.1 arising after you notify us of the loss/theft of your security information; or

11.10.2 where we have failed to provide an appropriate method for you to give us that notice; or

11.10.3 relating to a distance contract.

11.11 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.

11.12 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 kept your security information safe, 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.

## **12. STATEMENTS**

12.1 Once a month or, if different, at a frequency agreed between us, we will provide statements showing all amounts added to or taken from your account since the previous statement. You can request a copy of your statement at any time, but this may be subject to a charge as set out in our Tariff.

12.2 Statements will be made available on our online banking platform for you to view, print or download. You will be given the option to select how you want to receive your statement.

12.3 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.

12.4 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.

## **13. CLOSING YOUR ACCOUNT**

13.1 You can request to close your account and/or terminate these Terms at any time by notifying us using the Client Services Group contact details. Depending on how you notify us, we may ask you to confirm this in writing or in person. In the case of joint accounts, all account holders will be required to notify us to close the account, and the request will not be deemed to be received until all account holders notify us.

13.2 If you notify us that you wish to terminate these Terms, this will be treated as an instruction to close all of your accounts. Similarly, if you ask to close all of your accounts open with us, this will be treated as a request to terminate these Terms as well.

13.3 The closure of your account will be subject to any specific account conditions. This may mean that these Terms continue to be in force between you and us in respect of that account until the specific account conditions allow for the account to be closed (for example, if you have a Fixed Term Deposit).

13.4 On closure, 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, and any benefit or services we provide in relation to account will end as soon as your account is closed.

13.5 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.

- 13.6 Subject the below, we can close an account and/or end our banking relationship with you by telling you in writing. We will give you at least two months' notice. Any benefit or services we provide in relation to accounts will end as soon as your account is closed.
- 13.7 We may take action to immediately close your account(s) or block your access to it in exceptional circumstances such as if we reasonably believe that:
- 13.7.1 you are not eligible for an account, including where you have not passed the ongoing customer checks we use;
  - 13.7.2 you have given us any false information at any time;
  - 13.7.3 you, or someone else, are using the account illegally or for criminal activity;
  - 13.7.4 it is inappropriate for a person authorised to give instructions on your account to operate it;
  - 13.7.5 your behaviour means that it is inappropriate for us to maintain your account;
  - 13.7.6 by maintaining your account, we might break a law, regulation, code or other duty which applies to us;
  - 13.7.7 by maintaining your account, we may damage our reputation; or
  - 13.7.8 you have been in serious or persistent breach of these Terms or any additional conditions which apply to an account.
- 13.8 We may also take action to close your account(s) immediately if:
- 13.8.1 you are unable to pay your debts;
  - 13.8.2 (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);
  - 13.8.3 any security is enforced, or a receiver or similar official is appointed in respect of any of your assets (except in a solvent liquidation);
  - 13.8.4 (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;
  - 13.8.5 you propose a voluntary arrangement, composition or assignment with your creditors; or
  - 13.8.6 any other circumstances occur in any other jurisdiction which lead us to reasonably believe your obligations to us will not be met.
- 13.9 We may choose not to close your account until you have returned any cards we have given you.
- 13.10 If you or we close an account and/or terminate the Terms, we will keep our right of set-off and any rights we may have under law and regulation. The data protection provisions will also continue to apply after your account is closed in respect of any of your personal information that we hold.
- 13.11 Regardless of how an account is closed, 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.

- 13.12 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.

**14. DORMANT ACCOUNTS**

- 14.1 If you have not used your account for 12 months, it may be treated by us as being a dormant account and may restrict the functionality of it (for example, not immediately accept new instructions, no longer send out statements).
- 14.2 The dormant account will always be your property or, if you die, it will form part of your estate.
- 14.3 In order to reactivate 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.

## SECTION C – DEBIT CARD CONDITIONS

### 1. USING CARDS

- 1.1 Upon opening an account with us, we may issue you with 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 relevant card scheme provider's logo. This may be subject to cash withdrawal fees being charged by the ATM provider.
- 1.3 We will advise you in writing of any 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, it will be converted into the currency of your account at their exchange rate prior to submitting the instruction to us. This may be subject to foreign exchange conversion/transaction charges as set out in the Tariff.
- 1.5 You are responsible for all authorised 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 authorised 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 some or all of the loss depending on the circumstances – please see Section B for further details.
- 1.7 We may apply charges if you use your card in certain ways. Details of any such charges are 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 our 24 hours 7 days a week number +44 (0)20 7826 3025 or send an email to [clienservicesgroup@fbnbank.co.uk](mailto:clienservicesgroup@fbnbank.co.uk).
- 2.2 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 destroy the card or return it to us immediately (cut once through the magnetic strip and once through the chip).
- 2.3 You (and any additional cardholder) must do the following with any card that is issued to you:
  - 2.3.1 immediately sign the signature strip on the reverse of the card;
  - 2.3.2 keep the card secure at all times and do not allow any other person to use it;
  - 2.3.3 on receiving the PIN advice slip, change the pin on available ATM and then immediately destroy the PIN advice slip; and
  - 2.3.4 never write down the PIN in any way which could be understood by someone else.

- 2.4 You may collect your debit card and/or confidential PIN from our premises as indicated in the notification to collect which is sent to you.
- 2.5 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 (subject to you passing such verification checks as we consider necessary). To obtain a new PIN you should contact us immediately on +44 (0)20 7826 3025 or send an email to [clienservicesgroup@fbnbank.co.uk](mailto:clienservicesgroup@fbnbank.co.uk).
- 2.6 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.
- 2.7 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:
  - 3.1.1 your card has been reported as lost or stolen, or we have reason to suspect your card has been lost or stolen;
  - 3.1.2 you or any additional cardholder have broken the Terms; or
  - 3.1.3 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. GIVING OUT INFORMATION ABOUT CARDS**

- 4.1 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 the relevant card scheme.

### **5. RECURRING TRANSACTIONS ON YOUR CARD**

- 5.1 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 (often referred to as a Continuous Payment Authority), this will not be covered by the Direct Debit Guarantee.
- 5.2 You can cancel a Continuous Payment Authority by contacting Client Services on +44 (0)20 7826 3025 or send an email to [clienservicesgroup@fbnbank.co.uk](mailto:clienservicesgroup@fbnbank.co.uk).

### **6. ENDING YOUR RIGHT TO USE THE CARD**

- 6.1 If we consider it appropriate, we may suspend, withdraw or restrict the use of a card and PIN where:
  - 6.1.1 we have reasonable grounds to suspect the card or PIN have not been kept safe;

6.1.2 we have reasonable grounds to suspect unauthorised or fraudulent use of the card or PIN;  
or

6.1.3 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.

6.2 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.

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

6.4 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.

6.5 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).

6.6 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.

## **7. USE OF CASH MACHINES**

7.1 All cards issued by us can be used worldwide in self-service machines bearing the card scheme provider's logo subject to regional blocking restrictions.

7.2 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.

7.3 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.

7.4 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 D – ONLINE BANKING SERVICE**

### **1. INTRODUCTION**

- 1.1 These Internet Banking Terms apply when you use the Online Banking Service by accessing our website via an internet browser or mobile application.
- 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 inform you apply. In the event of a conflict between these Internet Banking Terms and any other terms and conditions that we indicate apply to you, these Internet Banking Terms will prevail.
- 1.3 We may vary these Internet Banking Terms in accordance with paragraph 4 of Section A of these Terms.

### **2. SERVICES AVAILABLE THROUGH THE ONLINE BANKING SERVICE**

- 2.1 The Online Banking Service is available via our website, [www.fbncbank.co.uk](http://www.fbncbank.co.uk).
- 2.2 Not all services we offer may be available through the Online Banking Service. However, you may use the Online Banking Service to:
  - 2.2.1 view your account balance;
  - 2.2.2 view, print or download your statements;
  - 2.2.3 submit payment instructions (including setting up standing orders);
  - 2.2.4 add the details of payees for future use.
- 2.3 The manner in which you use these services is governed by the relevant provisions in the Terms.
- 2.4 You authorise us to make available 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 on the Online Banking Service.
- 2.5 The site(s) or screens through which you access to the Online 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.

### **3. SECURITY**

- 3.1 We will take reasonable care to ensure the security of and prevent unauthorised access to our electronic banking services.
- 3.2 You must:
  - 3.2.1 follow the procedures and instructions in the user guide that we give you from time to time;
  - 3.2.2 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;
  - 3.2.3 not leave the device from which you have accessed the Online Banking Service at any time or let anyone else use it until you have logged off the Online Banking Service. You



will be responsible for ensuring that you have logged off the Online Banking Service at the end of any session;

- 3.2.4 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 Online Banking Service;
- 3.2.5 not write down or otherwise record your security details in a manner that can be understood by someone else;
- 3.2.6 treat all e-mails you receive with caution. Neither the police nor we will ever ask you to reveal any security details;
- 3.2.7 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;
- 3.2.8 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 Online Banking Service; and
- 3.2.9 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.

3.3 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 Online Banking Service.

3.4 If any security details are lost or stolen you must tell us without delay by calling Client Services during working hours on 020 79204920 and select the Client Services option. If asked you must confirm in writing the loss or theft of your security details.

3.5 You must cooperate with us and the police in relation to any investigation into the actual or suspected misuses of your security details. 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.

3.6 You must not use the Online Banking Service for anything other than accessing and managing your accounts. In particular, you must not:

- 3.6.1 use it for anything illegal or inconsistent with the Terms
- 3.6.2 seek to copy, reproduce, modify or tamper with it in any way;
- 3.6.3 disrupt, or attempt to disrupt, the working of our website and our Online Banking Service. This includes not hacking into the site, tampering with its security, uploading any sort of malicious programs and similar.

#### **4. OUR LIABILITY TO YOU**

4.1 We will take reasonable care to ensure that any information provided to you by the Online 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 Online Banking Service is accurate or error free. Some of the information available through the Online 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.

4.2 You agree that, unless we have specifically agreed with you otherwise, we shall have no liability whatsoever for:

4.2.1 any equipment, software or associated user documentation which any party other than us produces at any time for use in connection with the Online Banking Service; or

4.2.2 any services through which you access the Online Banking Service or which you access through the Online Banking Service which are not controlled by us.

4.3 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 Online 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.

4.4 Due to the nature of the Online 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 Online Banking Service unless such loss or damage is directly and solely caused by our negligence or deliberate default.

4.5 We shall not be liable for acting in accordance with our legal or regulatory responsibilities.

## **5. USE OF THE ONLINE BANKING SERVICE BY A THIRD PARTY**

5.1 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 Terms.

5.2 Where we have been notified by all account holders of a particular account that another person is authorised to use the Online 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 Online Banking Service.

5.3 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 Online Banking Service in connection with your accounts using the Online Banking Service (other than where such access is obtained as a result of our negligence or wilful default).

5.4 If you give other companies (Third-Party Service Providers) permission to access your account via the internet (e.g. Account Information Service Providers and Payment Initiation Service Providers), your Agreement with us still applies. We will give them access to your account information and/or payment functionality in accordance with the applicable laws and regulations, and you will be able to make the same payments through them as you can via our Online Banking Service.

5.5 Although as a general rule these terms say not to give your security details to anyone else, you can give them to a Third-Party Provider if it is necessary for them to provide their services. But before you do, it is important you check they are legally allowed using the information they give you about how they are regulated e.g. whether they are registered with the Financial Conduct Authority. If you don't, and something goes wrong, you may be responsible for any payment they make.

- 5.6 We can refuse access to a Third-Party Provider, if we are concerned it is not authorised or we believe it is fraudulent. If that happens, we will explain why, in whichever way we think is most appropriate at the time e.g. it could be by letter, phone, email, etc. unless we believe it would compromise our security or it would be unlawful. If we are aware that an unauthorised provider is using your security details, we may have to block access to your accounts. If you use a Third-Party Provider, you will still need to let us know about any incorrect, mistaken or unauthorised transactions so we can arrange any refund you are entitled to.

## **6. COMMUNICATIONS WITH US**

- 6.1 For technical support please call Client Services Group during working hours on 020 79204920 and select the Client Services option or email Client Services Group at [clientservicesgroup@fbnbank.co.uk](mailto:clientservicesgroup@fbnbank.co.uk).

## **7. AVAILABILITY OF THE ONLINE BANKING SERVICE**

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

## **8. SUSPENSION OF YOUR ONLINE BANKING SERVICE**

- 8.1 We may suspend your use of the Online Banking Service if we have reasonable grounds, including where:

- 8.1.1 we suspect there is or has been unauthorised fraudulent use of the Online Banking Service;
- 8.1.2 we consider there is a significantly increased risk you will be unable to repay any debt you owe to us and by using the Online Banking Service you are capable of increasing that debt;
- 8.1.3 you hold products or services jointly, and we are required under the mandate to suspend your use of the Online Banking Service (for example, because we learn of a dispute between the parties).

- 8.2 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.

- 8.3 We may still suspend your use of the Online Banking Service without notice due to national, European or international legal obligations that apply to us.

- 8.4 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 Online Banking Service.

## **9. CANCELLATION OF THE ONLINE BANKING SERVICE**

- 9.1 You have the right to terminate your access to the Online Banking Service at any time. You can do this by writing to Customer Services at the address detailed in paragraph 2 of Section A of our Terms.

**10. TERMS TO REMAIN ENFORCEABLE**

- 10.1 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.