



# ACCOUNT AND BANKING SERVICES AGREEMENT

(valid from 1<sup>st</sup> July 2019)

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## INTRODUCTION

This document contains information about how to contact us and the terms and conditions of our agreement with you for banking and related services. It explains our products and services and how they work.

Certain words have a specific meaning. These words and their meaning are listed in Appendix 1.

This document is important. Please take the time to read it carefully.

## OUR AGREEMENT WITH YOU

Our agreement with you is made up of the various items listed below:

- ✓ Account Terms and Conditions set out in this document (including the Appendices); and,
- ✓ information and Account Operating Instructions that you have provided to us in each completed and signed Application Form; and,
- ✓ any updated information and/or updated Account Operating Instructions that you may provide to us at any time during our relationship with you; and,
- ✓ our published Schedule of Charges which can be found on our Website; and,
- ✓ our published Interest Rates which can be found on our Website; and,
- ✓ our published Privacy Policy which can be found on our Website.

You can find the latest version of this document on our Website or pick up a copy in any branch. You can also request us to send you a copy at any time during your relationship with us by calling us or writing to us see Appendix 2 (*How to contact us*).

This document does not apply to:

- ✗ lending products (except overdrafts on current Account(s));
- ✗ lockers; and
- ✗ any other services which we provide to you which say that they are governed by separate terms or conditions.

**Please read and keep this document for future reference**

## **Account Terms and Conditions**

**PART A:** General Terms and Conditions

**PART B:** Product specific Account Terms and Conditions

**PART C:** Internet and Mobile Banking

**PART D:** Business Accounts

### **APPENDICES**

**Appendix 1** – Meaning of words and terms

**Appendix 2** – How to Contact Us

**Appendix 3** – Payment Timing Information

## **PART A: GENERAL TERMS AND CONDITIONS**

### **1. Interpretation**

- 1.1 Unless we tell you otherwise, Part A applies to each Account you have with us and to each product and Service that we may provide to you.
- 1.2 There may also be product specific terms and conditions applicable to your Account(s) and Service(s). You can find these in Part B (*Product specific Account Terms and Conditions*), Part C (*Internet and Mobile Banking*) and Part D (*Business Accounts*). They may not all apply to your Account(s) with us.
- 1.2 In the event of a conflict or difference in the wording of any of the various items forming part of our agreement with you, the following rules of interpretation shall apply:
- 1.2.1 in the event of any conflict or difference in the wording of Part A (*General Terms and Conditions*) and in Part B (*Product specific Account Terms and Conditions*), the wording in Part B (*Product specific Account Terms and Conditions*) will be applied in relation to your Account for that product; or
- 1.2.2 in the event of any conflict or difference in the wording of Part A (*General Terms and Conditions*) and in Part C (*Internet and Mobile Banking*), the wording in Part C (*Internet and Mobile Banking*) will be applied in relation to Internet and Mobile Banking;
- 1.2.3 in the event of any conflict or difference in the wording of Part A (*General Terms and Conditions*) and in Part D (*Business Accounts*), the wording in Part D (*Business Accounts*) will be applied in relation to your Business Account(s);
- 1.2.4 in the event of any conflict or difference in the information or the Account Operating Instructions set out in your signed Application Form and any updated information or Account Operating Instructions that you may later give to us, we can rely on the updated information or the updated Account Operating Instructions;
- 1.2.5 in the event of any conflict or difference in our current Schedule of Charges or current Interest Rates and any earlier version of our Schedule of Charges or Interest Rates, our current Schedule of Charges or our current Interest Rates will apply unless:
- (i) we have agreed to provide you with advance notice of any changes to our Schedule of Charges or Interest Rates; here, the change in our Schedule of Charges or change in our Interest Rates will take effect at the end of the agreed period of advance notice; or
  - (ii) any change in the Schedule of Charges or Interest Rates conflicts with Part B (*Product specific Account Terms and Conditions*); here, the specific terms relating to the product Account which are set out in Part B (*Product specific Account Terms and Conditions*) shall apply in relation to your Account for the product.

### **2 Opening an Account**

- 2.1 You will need to complete an Application Form as we require certain information and Account Operating Instructions from you before we can open an Account. The Application Form is an important document and forms part of our agreement with you. You can pick up an Application Form from any of our branches or from our Website.
- 2.2 Minimum age restrictions or minimum deposit requirements apply to some Accounts (see Part B, (*Product specific Account Terms and Conditions*)).

- 2.3 When you open an Account with us, we are required to confirm your identity. We do this by asking you to provide documentation confirming your name and your address to us. You can find a list of the documentation that we need published on our Website.
- 2.4 We are required to carry out certain paper-based and/or electronic checks to confirm the accuracy of the information that you have provided to us to fight money-laundering, prevent the use of the banking system for criminal activities, to protect you and us against fraud and to comply with our obligations under Applicable Laws. Be aware that in some instances we may seek clarification from you. We may ask you to send in further information or documents. We may ask you to visit one of our branches.
- 2.5 During our relationship with you, we may need to confirm your identity again by asking you to provide up to date documentation confirming your name and address, (for instance, after a period of inactivity on an Account). You can find a list of the documentation that we need published on our Website. Your co-operation and understanding in such circumstances is greatly appreciated.

### **3 Joint Accounts**

- 3.1 Your Application Form will tell us that you wish to open an Account with other(s) and the Account Operating Instructions will tell us how you want the Account to operate and how you want us to communicate with you.
- 3.2 When you are opening an account with other(s), each joint Account holder will need to sign the Application Form. We are required to confirm the identity of each joint Account holder (see 2.3, 2.4 and 2.5 above).
- 3.3 Monies payable to you, or to any of the other joint Account holder(s), can be credited to the joint Account.
- 3.4 You and each of the other joint Account holder(s) are responsible together and individually for any amounts owing on the joint Account including any overdrafts and loans. This means that if one of you breaches the terms of your Account we may take action against you alone or all of the joint Account holder(s) for the entire amount owing to us.
- 3.5 We will rely on any instruction relating to the joint Account that we receive from you or any of the other joint Account holder(s) in accordance with the Account Operating Instructions for the joint Account (for instance, to withdraw monies from the joint Account) until:
- 3.5.1 we receive written instructions from you, or any of the other joint Account holder(s), not to do so; or,
- 3.5.2 we are informed by you, or by any of the other joint Account holder(s), of a disagreement between the joint Account holder(s);
- we may treat this as a notice of cancellation of the Account Operating Instructions relating to the joint Account and thereafter require all further instructions relating to the joint Account to be signed by you and all of the other joint Account holder(s). If necessary, we may also freeze the joint Account until we are satisfied that the dispute has been resolved.
- 3.6 We will send Account statements and other official communications to the joint Account holder named as the Main Account holder in the Application Form. The Main Account holder is our primary point of contact for the joint Account. The Main Account holder is responsible for sharing the information that we have provided with all of the other joint Account holder(s).
- 3.7 If you are not named as the Main Account holder in the Application Form for the joint Account, you can write to us at any time during our relationship with you, to tell us to send separate Account statements and other communications to you as well as to the Main Account holder. We charge for this (see our Schedule of Charges).

- 3.8 We may disclose any information that we hold about the joint Account to you or to any of the other joint Account holder(s).
- 3.9 If you, or one of the other joint Account holder(s), dies, your Account Operating Instructions will tell us whether you want us to close the joint Account or to open a new Account in the name(s) of the remaining joint Account holder(s). The surviving joint Account holder(s) should notify us in writing. Where there is no surviving joint Account holder:
- 3.9.1 we will freeze the joint Account. This means that all standing orders will be cancelled and;
- 3.9.2 the money in the joint Account will normally be held by us until we receive legally binding instructions from your estate.

If the joint Account is a Fixed Term Deposit Account, special rules apply (see Part B (*Product specific Account Terms and Conditions, Fixed Term Deposit Accounts*)).

- 3.10 If you, or any of the joint Account holder(s) becomes bankrupt we may freeze the joint Account until we receive instructions from the other joint Account holder(s) and from the trustee in bankruptcy of the bankrupt joint Account holder.

#### **4 Partnership Accounts**

- 4.1 Your Account Operating Instructions will tell us how you want the Account to operate (for instance, who can sign cheques on the Account) and how you want us to communicate with you.
- 4.2 When you are opening a Partnership Account with other(s), each Account holder will need to sign the Account Operating Instructions. We are required to confirm the identity of each Account holder (see 2.3, 2.4 and 2.5 above).
- 4.3 You and each of the other Account holder(s) are responsible together and individually, for any amounts owing on the Account, including any overdrafts and loans. This means that if one of you breaches the terms of your Account, we may take action against you alone, or all of the Account holder(s), for the entire amount owing to us.
- 4.4 We will rely on any instruction relating to the Account that we receive from you, or any of the other Account holder(s), in accordance with the Account Operating Instructions for the Account (for instance, to withdraw monies from the Account) until we are informed by you, or by any of the joint Account holder(s), of a disagreement between the Account holder(s). We may treat such notice as cancellation of the Account Operating Instructions relating to the Account and thereafter require all further instructions relating to the Account to be signed by you and all of the other Account holder(s). If necessary, we may also freeze the Account until we are satisfied that the dispute has been resolved. We may also ask for the return of unused cheques and suspend operation of our other Services such as debit card and Internet and Mobile Banking.

#### **5 Paying Funds into the Account**

- 5.1 You can pay money into your Account by way of cash, deposit of cheques, banker's draft or another acceptable payment instrument made payable to the Account holder(s), or electronic transfer from another Account held with us or an account with another bank or recognized financial institution.
- 5.2 Cash and electronic payments into the Account
- 5.2.1 You may pay cash into your Account over the counter at any of our branches.

- 5.2.2 To pay money into your Account, you must provide the information that we need to identify the Account as follows:
- (i) for cash or electronic transfers, you must provide your name, or the name of your Account, if different, your Account number, (this information can be found on your Account statement) and our sort code (see Appendix 2, *(How to Contact Us)*);
  - (ii) for payments using the POS machines located in all of our branches, input your PIN; and
  - (iii) for an international transfer of funds into your Account, the IBAN number (which can be found on your Account statement or by calling us) and SWIFT code (see Appendix 2 *(How to Contact Us)*).
- 5.2.3 US Dollar and Euro notes may be paid into your Account over the counter at any of our branches. If you deposit funds into your Account in a currency other than that of your Account, the relevant funds will be converted at the Bank's Rate of Exchange on the day of the transaction.
- 5.2.4 Cash deposited at one of our branches will be credited to your Account and available to you immediately as long as the deposit is made on a Working Day.
- 5.2.5 Any money paid into your Account by electronic transfer is available for withdrawal the day it is credited to your Account provided that we receive the funds before the Cut-Off Time on a Working Day. Where we received the funds after the Cut-Off Time on a Working Day or on a day which is not a Working Day, the funds will be available to you on the next Working day.
- 5.2.6 We may ask you for evidence of the source of funds deposited in order to satisfy ourselves that the payment is lawful. We do this to meet any legal obligation, to fight money-laundering, to prevent the use of the banking system for criminal activities and to meet our obligations under Applicable Laws or our obligations to our regulators.
- 5.2.7 We reserve the right to refuse to accept an amount paid in if we:
- (i) are not satisfied with the source of the funds;
  - (ii) suspect fraudulent activity; or
  - (iii) reasonably believe that doing so might cause us to breach any Applicable Laws or a legal requirement or our obligations to our regulators.
- 5.2.8 The balance shown on your Account may include payments into your Account which are still being processed and not yet available.
- 5.2.9 If the amount we actually receive differs from that stated by you, we will pay the amount that we actually receive into your Account.
- 5.3 Disputed Payments into your Account
- 5.3.1 If we become aware or if we are advised that a payment has been made into your Account by mistake, we may put a hold on the money so that you can't spend it whilst we investigate. This means that it may appear in your balance or the Account statement but you cannot spend it.

- 5.3.2 We will give you 15 Working Days' advance notice before we return the funds to the paying bank.
- (i) If you agree that the payment was not meant for you, you need do nothing; but,
  - (ii) if you believe that the payment was meant for you, you must tell us within the 15 Working Days to stop us from returning the funds. We may request additional information from you.

If you tell us that the payment was meant for you, in time, we will not return the disputed funds but we are legally required to share all relevant information regarding the transaction including your name and address with the bank from where the payment came, if they ask us.

#### 5.4 Sterling Cheques from a UK bank

5.4.1 We currently operate two cheque clearing processes, 2-4-6 Process and Image Clearing. They are explained below. Weekends and bank holidays are not counted for the purposes of the cheque clearing cycle.

- (i) 2-4-6 Process - this sets the maximum timescales in Working Days on which a cheque earns interest, when cheque funds can be withdrawn and when funds from a cheque can no longer be reclaimed. For example, if the cheque is deposited on Monday (day 0), then you will start earning interest from Wednesday (day 2) and the funds can be withdrawn on Friday (day 4). But you can be certain that the funds will not be recovered from your Account as a result of the cheque being returned unpaid ("bouncing") if you wait until the end of the following Tuesday (day 6) before withdrawing the cheque funds.
- (ii) Image Clearing – banks in the UK are moving to Image Clearing; this system allows banks to clear a digital image of a Sterling cheque rather than the original paper cheque. Cheques deposited with us using this system become 'cleared funds' on the second Working Day (at the latest by 11.59 pm) after the Working Day the cheque was deposited at any of our branches (as long as this was before the Cut-Off Time on the Working Day). This is referred to as the 2-day timescale, as this sets the maximum timescale on which a cheque earns interest and when cheque funds can be withdrawn. For example, if the cheque is deposited before the Cut-Off Time on Monday (day 0) then you will start earning interest and the funds will become cleared funds by the end of Tuesday (day 1). You can be certain that the funds will not be recovered from your Account as a result of the cheque being returned unpaid ("bouncing") if you wait until Wednesday (day 2) before withdrawing the cheque funds.

5.4.2 Until Image Clearing is fully introduced, it is operating alongside the 2-4-6 Process. This matters because there is a difference in the time when your payment is available for you to use and the time when you can be certain that the funds will not be recovered from your Account as a result of the cheque being returned unpaid (see the table below).



Clearing Process	When will the payment earn interest? *	When is the payment available for you to use?	When can you be certain that the cheque won't bounce?
2-4-6 Process	if we receive the deposit before the Cut-off Time on a Working Day, the <b>second</b> Working Day after we receive the deposit	if we receive the deposit before the Cut-off Time on a Working Day, the <b>fourth</b> Working Day after we receive the deposit	if we receive the deposit before the Cut-off Time on a Working Day, the <b>sixth</b> Working Day after we receive the deposit
Image Clearing	if we receive the deposit before the Cut-off Time on a Working Day, by 11.59pm on the <b>first</b> Working Day after deposit	if we receive the deposit before the Cut-off Time on a Working Day, by 11.59pm on the <b>first</b> Working Day after deposit	if we receive the deposit before the Cut-off Time on a Working Day, by 11.59pm on the <b>second</b> Working Day after deposit

**\* We do not pay interest on all Accounts (see *Part B, Product specific Account Terms and Conditions*) to confirm whether we will pay interest on your Account**

- 5.4.3 A cheque does not clear and is returned to us unpaid (more commonly known as a cheque 'bouncing') when the person who gave you the cheque does not have enough money in their account. If this happens then we will debit the amount of the unpaid cheque to your Account together with any returning charges payable as set out in our Schedule of Charges.
- 5.4.4 If you have already withdrawn the funds and your Account goes overdrawn or over an agreed overdraft limit, this will be considered as a request to make or extend use of our unauthorised overdraft facility or an unauthorised overdraft extension (see 17.2 below). Interest on the overdrawn amount will also be debited to your Account in these circumstances. Details of the interest rate applicable can be found in our Schedule of Charges.
- 5.4.5 We may not accept a cheque that is more than six months old.
- 5.5 Foreign Currency cheques and instruments
- 5.5.1 Different rules apply to cheques drawn on a non-UK bank, travellers' cheques and bankers' drafts payable outside the UK and/or in a currency other than Sterling.
- 5.5.2 You can present the foreign currency cheque and instruments to any of our branches(s). By doing so, you are confirming that you have good title to the foreign currency cheque or instrument and the right to payment.
- 5.5.3 The clearing cycle for a cheque drawn in Sterling from a UK bank (see 5.4.1 above) will not apply because foreign currency cheques and instruments are subject to the rules and regulations of the country on which they are drawn. The time taken for the foreign cheque or instrument to clear will vary according to the method and the place of payment.

- 5.5.4 If you want us to collect payment of a foreign cheque for you, you must "endorse" the cheque by signing your name on the back. Your signature must match the way your name appears on the front of the cheque (as payee of the cheque). If the cheque is payable to more than one person, each person must endorse the cheque;
- 5.5.5. We generally try to "collect" the cheque but we may "negotiate" the cheque. This is explained below.
- (i) When we collect a foreign cheque or draft we send it "on collection" to the bank on which the foreign cheque or draft is drawn (the payee bank). When we do this, available funds will be credited to your Account as soon as payment is received from the payee bank.
  - (ii) When we negotiate the cheque, we will buy it from you by paying the amount of the cheque in US Dollars or Euros, or by paying you the Sterling equivalent on the day we buy it from you. We may do this, if you ask us to do so, but we are not obliged to do so. Terms will be agreed in writing and we will send them to you.
  - (iii) We use the Bank's Rate of Exchange when converting a foreign cheque into Sterling.
    - (a) For cheques which we collect, (see explanation above), we use the Bank's Rate of Exchange on the day we receive the payment from the payee bank.
    - (b) For cheques which we negotiate, (see explanation above), we use the Bank's Rate of Exchange on the day we buy the cheque from you.
- 5.5.6. If you are entitled to receive interest on your Account (see Part B (*Product specific Account Terms and Conditions*)) we will pay interest on any funds deposited to your Account by way of foreign cheque or draft after these funds are cleared. The period before the funds are cleared will vary depending on the currency of the instruments and as to where the instrument was issued.
- 5.5.7 If the foreign bank later returns the cheque or asks for the money to be returned, you authorise us to debit the Account with the currency or the Sterling equivalent.
- 5.5.8 We will debit the currency or the Sterling equivalent to your Account. If we had converted the cheque amount to Sterling, we will convert it back into the foreign currency using the Bank's Rate of Exchange for the relevant currency on the day we debit your Account. We will do this even if you have already drawn the amount from your Account or it will mean that your Account goes overdrawn.
- 5.5.9 We will charge you for dealing with foreign cheques (see our Schedule of Charges).
- 5.5.10 We will also pass on to you any charges made by the foreign bank, including charges resulting from the foreign bank returning the cheque unpaid or asking for the money to be returned from the Account you instructed us to pay the cheque into. This may mean that we have to take a larger amount from your Account than we originally paid in. The exchange rate for the foreign currency may also have worsened between our crediting and debiting your Account. We will tell you the full amount of the charges that were deducted.
- 5.5.11 Occasionally it may not be possible for us to obtain payment of foreign cheques because of local foreign exchange or other restrictions in the country where the cheque is payable. We will notify you if this is the case.

- 5.6 You agree to reimburse us for any costs, losses, expenses or claims which we may have to pay or suffer as a result of or arising from our attempt to collect or to negotiate the foreign cheque. This means that if we have incurred any costs or other obligations as a result of negotiating or collecting a foreign cheque, the same will be recovered from you, to put us in the position we would have been in had we not attempted to negotiate or collect the cheque. In other words, we will not incur any loss by collecting or negotiating any cheque / draft / or any other instrument for you. International payments into your Account
- 5.6.1 When we receive a payment for your Account in a foreign currency other than that of your Account, we will convert it into the currency of your Account before we credit your Account using the Bank's Rate of Exchange on the day we received the payment.
- 5.6.2 If the payment is in Euros or another currency from the EEA, we will credit it to your Account and make it available for you to use straightaway. We will pay interest on it, if you are entitled to receive interest on your Account (see Part B (*Product specific Account Terms and Conditions*)), or use it to reduce the interest you pay, from the day on which the funds were received by us.
- 5.6.3 For all other currencies, the time it takes us to convert the payment into the currency of your account takes longer so it will be credited to your Account up to two Working Days after we receive the funds.
- 5.6.4 We may deduct our charges for dealing with any international payment before we credit it to your Account, but if we do so, we will inform you the full amount of the payment received and the charges that were deducted.

## **6 Making payments out of your Account**

- 6.1 Depending on the type of Account you have opened, withdrawals (debits) and payments from your Account can be by way of:
- 6.1.1 cash withdrawals at a branch or an ATM using a debit card;
- 6.1.2 written instructions (for instance direct debit, standing orders, faster payments, CHAPs and SWIFT instructions);
- 6.1.3 cheques drawn on the Account;
- 6.1.4 instructions via Internet and Mobile Banking; and
- 6.1.5 debit card transactions.
- 6.2 We may also debit your Account with any charges and other amounts you owe us from time to time as notified to you.
- 6.3 You can only make payments or withdrawals from your Account as long as there are enough funds in the Account to make the payments or withdrawals or you have a pre-approved overdraft.
- 6.4 Cash withdrawals
- 6.4.1 You may withdraw cash from your Account over the counter at any of our branches.
- 6.4.2 In order to meet any legal obligation, to fight money-laundering, to prevent the use of the banking system for criminal activities and to meet our obligations under Applicable Laws or our obligations to our regulators, we may query or decline any cash withdrawals. Customer understanding in such circumstances is greatly appreciated.

- 6.4.3 There is no limit to how much money you can withdraw over the counter in our branches as long as you have the money in your Account. If you want to withdraw cash over £2,000, in the case of a personal Account, and £5,000 in the case of a Business Account, please give us 24 hours' advance notice so that we can make sure that the money is ready for you to collect from your nominated branch.
- 6.4.4 In order to withdraw cash over the counter at any of our branches, you must provide your name and your Account number. You may also be asked for proof of identity at any point of time when we are processing the cash withdrawal request.
- 6.4.5 You can also use a debit card to withdraw cash from any ATM in the UK which displays the Mastercard logo. Cash withdrawals from ATMs are currently limited to a maximum of £250 per day. We may change the limit from time to time by giving you at least 2 months' advance notice in accordance with 19 (*Changes to our agreement with you*).
- 6.4.6 Whilst we will not charge you for any ATM withdrawals, there may be a charge payable to the third party operator of the ATM. See further 9 (*Debit Cards*) below.
- 6.4.7 Cash withdrawals in currencies other than Sterling are entirely at our discretion. You must agree the amount and the currency with us in advance by calling us, writing to us, or visiting any of our branches.
- 6.5 Sterling Payments out of your Account
- 6.5.1 You can give payment instructions to us in accordance with the Account Opening Instructions and in the following ways:
- (i) in writing - (for instance, by standing order or a direct debit), you will need to complete the direct debit or standing order by providing details about the person you want to pay and then sign it. Your instruction is given once you have passed the standing order document to us or you have passed the direct debit document to the person that you want to pay;
  - (ii) by cheque - you will need to fill in the amount and details of the person you want to pay and then sign it. Your instruction is given once the cheque has been passed to the person you want to pay;
  - (iii) using Internet and Mobile Banking - you will need to log in to your Account in accordance with Part C (*Internet and Mobile Banking*). Your instruction is given once you have confirmed the amount to pay and details about the person you want to pay;
  - (iv) using your debit card in a POS machine - your instruction is effective immediately upon entering your PIN into the POS machine or, for contactless payments, by holding the card near the contactless device;
  - (v) using your debit card - your instruction is effective once you have confirmed the amount and payee and provided the long card number, expiry date, CVV number and your one-time password for on-line purchases;
  - (vi) by visiting any of our branches - Your instruction is effective once you have verified your identity and provided details of the person you want to pay;
  - (vii) by CHAPS (We will charge you for this (see Schedule of Charges)) - see below

- (viii) by Faster Payments We will charge you for this (see Schedule of Charges) – see below; and,
  - (ix) using a Third Party Provider - Your instruction is effective once you have followed the procedures set out by your chosen Third Party Provider (see also 16 below (*Third Parties*)).
- 6.5.2 Not all of the above payment methods are available on all Accounts – (see Part B (*Product specific Account Terms and Conditions*)).
- 6.5.3 If you instruct us to make a payment from your Account by email, we will check to see that the email has come from the email address that you have provided to us. To protect us and you, from fraud we may ask you to confirm your payment instruction.
- 6.5.4 When you give us a payment instruction (other than by cheque) you must give us the name, account number, sort code, amount and reference of the person you want to pay and any other information we need to make the payment. We will rely upon the information that you give to us. Errors in the information may delay the payment or result in the loss of the payment. It is your responsibility to make sure that the details are correct.
- 6.5.5 We can transfer funds via Faster Payments to a specified account at another UK bank in Sterling, as a single one off payment or as standing instructions. The amount will be debited to your Account on the day we initiate the payment in accordance with your request and it will arrive in the account of the person that you are paying on the same Working Day, provided that we receive your instruction before the Cut-off Time on a Working Day. If the other bank does not support Faster Payments, you have the option to use CHAPS.
- 6.5.6 If the specified amount exceeds the Limit for Faster Payment (see our Website) you have the option to send multiple Faster Payments or to use CHAPS for such payments.
- 6.5.7 We may refuse a payment instruction in cases where:
- (i) you are unable to provide satisfactory evidence of the source of funds; or
  - (ii) we suspect money laundering or that the payment is in respect of a fraudulent transaction or is otherwise unlawful; or
  - (iii) for the security of the Account, card or payment; or
  - (iv) where there are insufficient available funds in the Account, irrespective of the available funds which you may have in other Accounts with us.

We will notify you of our decision to refuse a payment instruction as soon as we can using the communication methods set out below (see 21 *Communicating with each other*) unless there are legal reasons which stop us from telling you.

## 6.6 International payments out of your Account

- 6.6.1 If you have a Current Account, you may make payments to a person who lives in a foreign country or in a foreign currency. If you ask us to make a payment it is your responsibility to make sure that the details that you give to us are correct. We will rely upon the instruction that you give to us.
- 6.6.2 If you ask us to make a payment before the Cut-off Time on a Working Day to a person with an account at a bank in the EEA, other than the UK, and the payment is in Euros, the payment will reach the other bank no later than the next Working Day after we received the payment instruction. For payments in other EEA

currencies to countries within the EEA, the payment will reach the other bank no later than three Working Days after we received your payment instruction as long as it is before the Cut-off Time on a Working Day. The bank receiving the payment from us is required by law to pay it into its customer's account on the day it receives the payment from us.

- 6.6.3 If you ask us to make a payment to a person in another currency or with an account at a bank outside the EEA, we will give you an indication of the date on which the payment is likely to be received by that bank. This does not mean that the person you want to pay will receive the payment on the same day. This will depend on the banking practice of the country concerned. We will use the Bank's Rate of Exchange for selling the relevant currency unless we tell you a different rate applies when you ask us to make the payment. If you make a Sterling payment, we cannot control the exchange rate applied by the foreign bank.
- 6.6.4 When you ask us to make international payments, we will charge you for this (see Schedule of Charges) and the charges levied by our correspondent through whom the payment will be routed over which we do not have any control.
- 6.6.5 We will not be in a position to inform you of the charges that will be levied by our correspondent, through whom the payment will be routed. Those charges will be deducted from the payment before it reaches the person that you want to pay. This normally means that the recipient will receive less than you originally paid.
- 6.6.6 When we make an international payment for you, we are acting for you as your agent. You must ensure that the payment complies with any relevant local laws.
- 6.6.7 You agree to reimburse us for any costs, losses, expenses or claims which we may have to pay or suffer as a result of or arising from our attempt to make the international payment for you. This means that if we have incurred any costs or other obligations as a result of making the international payment, even if the payment ultimately fails, the same will be recovered from you, to put us in the position we would have been in had we not attempted to make the international payment. In other words, we will not incur any loss in making the international payment for you.
- 6.6.8 There may be a delay in carrying out any payment instruction, while monitoring and/or fraud prevention checks are undertaken, in accordance with Applicable Laws.
- 6.6.9 We may not be able to undertake a payment instruction unless you provide all the required information including the name of the person that you want to pay, their account number, the name of the bank, their intermediary, if applicable, or such other instruction as may be required. If the details you provide are incorrect or not sufficient this may result in us not being able to process the payment or the return of the payment. In these circumstances, we will inform you as soon as possible and no later than 3 Working Days from the date of the instruction.
- 6.6.10 If you asked us to make the payment to an account with another bank and the payment was not made properly or never carried out, we will refund the amount of the payment (except those made by cheque), any charges paid or interest paid or lost as a result of it, unless:
- (i) there was a mistake in any of the details contained in the payment instruction you gave to us; or
  - (ii) we can show that the payment was received by the other person's bank (in this case, that bank is required by law to make the payment immediately to that person).

- 6.6.11 Be aware that a refund is not possible once the payment instructions have already been conveyed by us to another bank, unless the funds are returned back to us by our correspondent stating that the payment could not be executed.
- 6.7 Direct Debits
- 6.7.1 You can set-up a direct debit on your Account by giving a business or other organization in the UK authority to collect payments from your Account on a regular basis.
- 6.7.2 If you have allowed a business or organization to take a direct debit from your Account, they will normally tell you at least 10 Working Days before changing the amount, payment date or the frequency, unless you agree otherwise.
- 6.7.3 Direct debits are not available on all Accounts (see Part B, (*Product specific Account Terms and Conditions*)). When we agree to allow direct debit payments to be collected from an Account, we will allow direct debit payments to be collected from your Account on the dates specified in the direct debit instruction you have given.
- 6.8 Standing orders
- 6.8.1 You can set up a standing order by telling us to make regular payments to another account by completing the necessary instruction form in the branch, by post or via Internet and Mobile Banking (see Part C (*Internet and Mobile Banking*)). The form should contain details including your Account number and the name of the Account holder and the name of the person you want to pay, the amount payable and the date of each payment.
- 6.8.2 Standing orders are not available on all Accounts (see Part B, (*Product specific Account Terms and Conditions*)).
- 6.8.3 You can amend or cancel a standing order instruction by telling us in writing before two pm on the Working Day before the day on which the standing order payment is due to be debited to the Account.
- 6.9 Cheques
- 6.9.1 Cheque Books are not available on all Accounts (see Part B, (*Product specific Account Terms and Conditions*)).
- 6.9.2 The decision to issue you with a cheque book is entirely at our discretion. You may request a cheque book at any time during your relationship with us. Your continued use of the cheque book for an Account is subject to the satisfactory operation of the Account in accordance with our agreement with you. Each cheque book remains our property and we may require you to return it to us at any time during your relationship with us and at the end of your relationship with us.
- 6.9.3 If we give you a cheque book, please keep it in a safe place to prevent any unauthorised use.
- 6.9.4 You must tell us as quickly as possible if you lose your chequebook or any individual cheque(s) or believe that your cheque book or any cheque(s) have been stolen (see Appendix 2 (*How to Contact Us*)).
- 6.9.5 You may issue cheques to other persons or organizations for payment from your Account. However, we may decide not to pay a cheque if:

- (i) there is not enough money in your Account to make the payment or the payment would cause your Account to exceed your pre-approved overdraft limit;
  - (ii) the cheque has not been properly made out - (for example, the amount in words is wrong or missing, the figures do not match, the signature is missing or it does not match our record, or any other information is missing or unclear); or
  - (iii) we have reasonable grounds to suspect fraudulent or unlawful activity.
- 6.9.6 Cheques are normally valid for a period of six months from the date of the cheque.
- 6.9.7 You must ensure that you have sufficient funds in your Account when issuing a cheque.
- 6.9.8 You must not issue post-dated cheques, because the person that you want to pay is likely to pay it into their bank before the due date. If they do, it is likely that we may honour the cheque when it is presented for payment.
- 6.9.9 Be aware, banks are moving to Image Clearing (see 5.4. *Sterling Cheques from a UK bank* above) which means that the cheque may clear by 11.59pm on the second Working Day after it is deposited by the person that you want to pay at his or her bank.

## **7 Something goes wrong with a payment**

### **7.1 Cancelling or changing payments**

- 7.1.1 When you instruct us to cancel a payment instruction or to stop a cheque, we will charge you for this (see *Schedule of Charges*).
- 7.1.2 Be aware that when you ask us to make a payment immediately (for instance an electronic transfer from your Account) we cannot stop or change the instruction because we start processing the payment when we receive the instruction.
- 7.1.3 If you want us to stop, amend or cancel a standing order, direct debit or future dated payment instruction, you must tell us before two pm on the Working Day prior to the day of payment.
- 7.1.4 Be aware that we will not be able to stop, amend or cancel a standing order if you have not instructed us before we are committed to make the payment from your Account.
- 7.1.5 When you want us to stop, amend or cancel a standing order, direct debit or future dated payment, you must give us the following information:
- (i) standing order/direct debit – name of recipient, amount and frequency;
  - (ii) future dated payment - name of recipient, amount and due date of payment.
- 7.1.6 You can stop payment of a cheque by giving us written instruction before the cheque is cleared and payment is made. Your instruction to stop the cheque should be sent as soon as possible and should include the Account number, cheque number, date of the cheque, name of the person to be paid and the amount of the cheque, with an instruction not to pay the cheque. In exceptional cases, we may accept an instruction over the telephone at our entire discretion, but we will ask you to provide a written confirmation setting out all of the relevant



details. We may require completion of our own stop notice form by way of confirmation of your instruction.

7.2 We can refuse to make a payment in the following circumstances:

7.2.1 We may stop or suspend use of your Account or any payment services if we reasonably consider it necessary on grounds relating to:

- (i) the security of the Account, debit card or payment;
- (ii) suspected unauthorised or fraudulent use of a card or Account; or
- (iii) there is a significant risk that you will not be able to repay any amount(s) you owe to us.

In any of these circumstances, we will notify you of our decision to stop or suspend the payment or service and our reasons for doing so. If we are unable to notify you in advance, we will do so as soon as we can afterwards, unless there are legal reasons which stop us from telling you.

7.2.2 We may refuse to action a payment instruction in any of the following circumstances:

- (i) you do not have sufficient funds in the Account to make the payment or the payment would exceed your pre-approved overdraft limit;
- (ii) the payment instruction has not been completed properly or is unclear; or
- (iii) it would be unlawful for us to do so.

In any of these circumstances, we will notify you of our decision to refuse to action a payment instruction, if possible our reasons for doing so and, where possible, the steps you need to take so that we can make the payment, unless there are legal reasons which stop us from telling you.

7.2.3 If we stop or suspend use of your Account or any payment services or if we refuse to action a payment instruction, we will charge you for this (see *Schedule of Charges*).

7.3 Refunds for unauthorised or incorrect payments

7.3.1 If you think there has been an incorrect direct debit payment taken from your Account, you should tell us straightaway. You are protected by the Direct Debit Guarantee Scheme. Details are available at [www.directdebit.co.uk](http://www.directdebit.co.uk).

7.3.2 For other unauthorised or incorrect payments, if either:

- (i) a payment has been made from your Account which you did not authorise; or
- (ii) you instructed us to make a payment but the payment has not been made properly (for instance, the payment did not arrive),

please tell us as soon as possible and no later than 13 months of the date of debit from your Account (using one of the methods set out below (see 21 (*Communicating with each other*)).

7.3.3 As long as you have notified us without undue delay and in any event within 13 months of the date of debit from your Account, we will refund the amount of a payment (except where this is made by cheque) and any charges paid or interest you have paid or lost as a result of it, as long as none of the circumstances set out in section 7.3.4 below apply. If we reasonably suspect that there may have

been a fraud on the Account, we will investigate this before we make any refund to you.

7.3.4 We will not make any refund to you if:

- (i) you tell us more than 13 months after the date of debit from your Account. (In this case, we can only try to recover the payment for you and we may charge you our reasonable costs for doing this);
- (ii) having told us that a payment was not authorised, upon investigation we determine that the payment was authorised by you;
- (iii) a payment was not properly made because the details you provided were incorrect or we can show that the payment reached the other person's bank;
- (iv) you acted fraudulently;
- (v) you haven't kept your debit card or security details safe or you haven't told us that you have lost your card or disclosed your security details, in either case intentionally or carelessly, and your Account is in credit.

7.3.5 Where you have paid for something using your debit card but you have been charged more than you expected to pay, you can ask us to refund the payment if all of the following conditions apply:

- (i) the payment was made to an organization in the EEA; and
- (ii) you did not specify the amount to be paid in your card authorization; and
- (iii) the amount paid was more than you reasonably expected to pay in the circumstances, taking into account your previous spending patterns; and
- (iv) you tell us about the payment within 8 weeks of the date the payment was debited to your Account.

7.3.6 We may ask you for information to enable us to determine whether you are entitled to a refund. We will notify you whether we can make a refund or our reasons for not doing so within 10 Working Days of your request or of receiving all the information we have requested.

7.4 Lost or stolen debit cards or security details - liability for misuse

7.4.1 Where unauthorised payments are made from your Account arising from the use of a lost or stolen debit card or security details, unless you have acted fraudulently, we will be responsible for refunding any unauthorised payments (and any interest and charges incurred as a result) where:

- (i) the misuse occurs before your debit card came into your possession; or
- (ii) the misuse occurs after you told us that your debit card is lost or stolen or that someone else knows your security details.

7.4.2 In other circumstances, you will be responsible for:

- (i) all losses caused by the misuse of your debit card by someone who has it with your consent and which occur before you tell us that the card may have been misused;
- (ii) losses of up to £35 resulting from the misuse of your debit card while it is out of your possession;

- (iii) all losses caused by any misuse of your debit card which is a consequence of your fraud; and
- (iv) where your Account is in credit, all losses that arise because you have failed, intentionally or carelessly, to keep your debit card or your PIN details secret (in accordance with your agreement with us and in particular 9.4 (*Card Security*) below) and where the misuse occurs before you tell us that your PIN details may have become known to someone else.

## **8 Non-Sterling currency Accounts**

8.1 This is a particular type of current Account. You can open a US Dollar non-Sterling Account and/or a Euro Non-Sterling Account.

8.2 Payments in

8.2.1 Payments into Non-Sterling Currency Accounts may be made by depositing foreign currency by way of foreign cheques, drafts, electronic transfers, foreign cash and traveller's cheques or in any other manner acceptable to us from time to time.

8.2.2 We charge for this service (see our Schedule of Charges; see 5.5 Foreign Cheques and Instruments and 5.6 International Payments into your Account above).

8.3 Payments Out of Your Account

8.3.1 You can give payment instructions to us in accordance with the Account Opening Instructions. If you ask us to make a payment it is your responsibility to make sure that the details that you give to us are correct. We will rely upon the instruction that you give to us. Errors in the information may delay the payment or result in the loss of the payment.

8.3.2 We can transfer funds on the day of instruction provided that it is a Working Day and we receive your instruction before the Cut-off Time for the relevant currency on the Working Day (see Appendix 3 (*Payment Timing Information*)). If we receive your instruction after the Cut-off Time on a Working Day we will act on your instruction on the next Working Day. You may not draw against funds that are not available unless we have given our prior agreement.

8.3.3 We charge for this service (see our Schedule of Charges; see 6.6 *International Payments out of your Account* above).

8.3.4 Cash withdrawals in currencies other than Sterling are entirely at our discretion. You must agree the amount and the currency with us in advance by calling us or visiting any of our branches.

## **9 Debit Cards**

9.1 Debit Cards are not available on all Accounts (see Part B, (*Product specific Account Terms and Conditions*)). Debit cards can only be issued to an Account holder who is a natural person (this includes joint Account holder(s)). Minimum age restrictions apply.

9.2 The decision to issue you with a debit card is entirely at our discretion. You may request a debit card at any time during your relationship with us. Your continued use of the debit card is subject to the satisfactory operation of the Account in accordance with our agreement with you.

9.3 You must provide us with a current mobile telephone number so that we can send you a one-time password in order to complete an on-line purchase as part of Account security.

#### 9.4 Card Security

9.4.1 We will never ask you to tell us your PIN, one-time password or the CVV on your debit card.

9.4.2 When you receive your debit card you (and any additional cardholder(s)) must take all reasonable precautions to prevent misuse of the debit card by:

- (i) Signing the debit card immediately upon receipt;
- (ii) keeping the card safe and secure at all times;
- (iii) not allowing any other person to use it without your permission;
- (iv) memorising/keeping the PIN secure and destroying the PIN advice slip;
- (v) changing your initial PIN;
- (vi) changing your PIN from time-to-time;
- (vii) not letting anyone else see you entering your PIN at a cash machine or elsewhere;
- (viii) never disclosing or writing down the PIN in any way which could be understood by someone else;
- (ix) checking your statements, SMS Alerts and any other Account information we give you carefully; and
- (x) following the security and other instructions we give you.

9.4.3 Be aware that your failure to take all reasonable precautions may affect your liability for unauthorised payments. (See 7.4 *Lost or stolen cards or security details – liability for misuse*) above which deals with what happens if your card is misused). You must notify us immediately if you lose your debit card or you believe that your debit card has been stolen or someone knows your PIN (see Appendix 2 (*How to Contact Us*)).

#### 9.5 Use of your Debit Card

9.5.1 Your debit card is a UK domestic, contactless, Mastercard and you can use it:

- (i) for withdrawing cash and using PIN Services at ATMs (up to a limit of £250 per day);
- (ii) for making contactless purchases (up to £30 per transaction);
- (iii) for making purchases at POS terminals (up to a limit of £2,000 per day); and
- (iv) for making online payments (up to a daily limit of £2,000).

9.5.2 When you use your debit card to make a cash withdrawal in the UK, the funds will normally be deducted from your Account on the same day or on the first Working Day after the transaction.

9.5.3 When you use your debit card for sterling Transactions within the UK there will be no transaction charge.

- 9.5.4 When you use your debit card for a transaction in a foreign currency on your Account, it will be converted by us into Sterling at the Bank's Rate of Exchange and your Account will be debited by the equivalent amount in Sterling.
- 9.5.5 When you use your debit card for cash withdrawals or payments outside the UK in a currency other than Sterling,
- (i) we will convert the amount of cash withdrawn into Sterling at the Bank's Rate of Exchange on the date that we receive details of the withdrawal.
  - (ii) the service provider's charge will also be levied on your Account. Where the transaction is carried out in a currency other than Sterling, the exchange rate applied will be as per the rate made applicable by the service provider for such transaction.
- 9.5.6 If you claim a refund or chargeback on a debit card transaction, this will be refunded to you within two working days, however we reserve the right to claim back if the chargeback is not successful and your Account will be debited accordingly.
- 9.5.7 We will not be responsible or liable if any third party refuses to let you pay or withdraw cash using your debit card.
- 9.5.8 We may change the limits applicable to your use of your debit card from time to time. If your limit is reduced, we will give you 2 months' advance notice before the new limit comes into force.
- 9.5.9 You may tell us in writing at any time during our relationship with you that you wish to stop using your debit card(s). You should then not use the debit card(s) again and return your debit card(s) to us immediately (cut once through the magnetic strip and once through the chip).

## **10 Interest**

- 10.1 If you are entitled to receive interest on your Account (see Part B (*Product specific Account Terms and Conditions*)), we will calculate the interest on cleared credit balances on the Account. You can find our Interest Rates in any of our branches and on our Website. If we pay interest on your Account, we will pay it to you in accordance with HMRC rules (See 14.1 (*Tax Liability*) below).
- 10.2 Where the amount of interest payable is less than £1, €1 or \$1 we will ignore this and it will not be credited to the Account.
- 10.3 Interest rates are subject to variation and we may vary the interest rate applicable to your Account entirely at our discretion at any time unless you have chosen a product with a fixed interest rate (for instance, a Fixed Term Deposit (see Appendix B (*Product specific Account Terms and Conditions*)). We will notify you of any changes in the rate of interest we pay to you (see 19 below (changes to our agreement with you)).
- 10.4 We calculate interest on Sterling deposits on the basis of 365 days in a year. For all other currencies including US Dollar and Euro deposits, we calculate the interest on the basis of 360 days in a year. If your Fixed Terms Deposit is for more than one year and you have chosen to receive the interest at the end of the period of deposit, interest will be compounded annually.
- 10.5 Interest is calculated on the daily cleared credit balance on the Account and is applied at different times depending on the type of Account (see Part B (*Product specific Account Terms and Conditions*)).

## **11 Statements and Notices**

- 11.1 You can choose how often you want to receive an Account statement from us. We will always provide a statement at least once a year. We will provide printed physical statements to you in accordance with the Account Operating Instructions showing the amounts added to or taken out from the Account since the previous statement. We may send notices along with a statement, detailing changes in this document or any specific conditions pertaining to a particular Account or product.
- 11.2 We can send you additional copies of Account statements, by post, at your request. We will charge you for this (see our Schedule of Charges).
- 11.3 We send statements to the most recent correspondence address that you have given to us. Please ensure that you tell us when your correspondence address changes. If you are expecting to receive a statement and it does not arrive, please tell us.
- 11.4 When you receive your statement, check it carefully and, if there are any entries which appear to be incorrect, please tell us as soon as possible after the date of receipt, so that the matter can be resolved. We will correct any entries made by mistake to an Account as soon as possible after you notify us or we discover the mistake, whichever is earlier.

## **12 SMS Alerts**

- 12.1 This free advisory service is mandatory if you have a debit card or if you use Internet and Mobile Banking. It is optional for other customers.
- 12.2 We provide a free advisory SMS Alert facility which means that we contact you by text to tell you of the following activities in relation to your Account(s):-
  - 12.2.1 All financial transactions above £100 through a branch or Internet and Mobile Banking;
  - 12.2.2 All ATM withdrawals of £50 or more;
  - 12.2.3 Confirmation of change of transaction password for Internet and Mobile Banking;
  - 12.2.4 Confirmation of activation of SMS Alerts;
  - 12.2.5 One-time password for the online self-reset of Internet and Mobile Banking Password, and
  - 12.2.6 One-time password for on-line purchases using your debit card.
- 12.3 We will send the SMS Alert to the most recent mobile phone number that you have given to us. You must tell us as soon as possible if you change your mobile phone number.
- 12.4 Be aware that when you are outside the UK some mobile phone operators may charge you for receiving text alerts.
- 12.5 This Service is advisory only and reliant upon third party telecommunications providers. We will not be responsible to you if you miss an SMS Alert because your phone is off, or because you are in an area without network coverage, or because of the failure of any telecommunications network or equipment, or for your non-receipt of an SMS Alert due to any other reason beyond our reasonable control.
- 12.6 We may add, remove or otherwise amend, the list of activities triggering an SMS Alert, at any time, by publishing a notice on our Website.
- 12.7 We may suspend or terminate SMS Alerts without prior notice if you have breached the terms of our agreement with you or if we become aware of your death or bankruptcy.

### **13 Bank Charges**

- 13.1 We will charge you for our Services in accordance with our Schedule of Charges which forms part of our agreement with you.
- 13.2 You must pay our charges for the operation of your Account and the supply of Services that you have requested. We will debit these charges from your Account even if there is no balance to offset the charges.
- 13.3 If we increase any of our charges or add any new charges we will give you at least 2 months' advance notice before the changes apply (see 19 (*Changes to our agreement with you*)).
- 13.4 We reserve the right to make reasonable charges for any additional banking services which we agree to provide to you and which are not covered in the Schedule of Charges. We will tell you about the charges and agree the charges with you before we provide the services and such charges will never be higher than our reasonable costs.
- 13.5 Be aware that if we receive any debit instructions from a statutory or government body regarding any tax or other charge required to be paid in connection with your Account, we may make the payment and debit it from your Account.

### **14 Tax Liability**

- 14.1 If you are entitled to receive interest on your Account (see Part B (*Product specific Account Terms and Conditions*)), we will pay any interest due to you in accordance with our agreement with you and current HMRC rules. At the moment we will pay interest to you without deducting any tax at source (that is, 'gross'). Be aware, HMRC may change the rules at any time.
- 14.2 If the total amount of interest you receive exceeds any Personal Savings Allowance to which you are entitled, you may have to pay tax at the applicable rate directly to HMRC. You are responsible for paying any tax you owe to HMRC. For more information, please visit [gov.uk](http://gov.uk) and search for 'Personal Savings Allowance'.
- 14.3 Other taxes or costs may exist that are not paid via us or imposed by us. It is your responsibility to ensure that this tax is paid.
- 14.4 We may be legally obliged to disclose information about you and your Account to HMRC, who may in turn pass this on to other tax authorities in line with international agreements or treaties that may be in force. You agree that we may provide any documentation or information to HMRC that they may be obliged to share with an overseas Tax Authority in accordance with the provisions of any Applicable Laws.
- 14.5 You agree to provide us with personal information, declarations or certifications that we are required to retain by law within 30 calendar days of our request to enable us to determine whether your Account details will need to be reported to HMRC or another overseas Tax Authority.
- 14.6 You agree to inform us promptly in writing if any of your personal information changes or there is any change in the circumstances following any certification that you may have provided to us. We will not be liable to you for any loss you may suffer if we disclose information in accordance with our legal obligations.

### **15 Right of Set-off**

- 15.1 If you have money in any of your sole or joint Accounts with us and you owe us money in another of your sole or joint Accounts, we can use the money you have with us to reduce or repay the amount you owe us. This is our right of set-off. (For instance, if you and your partner have a joint Account with us in credit and a joint loan, we can use the credit balance to repay the joint loan. If you have a joint Account in credit we can also use that money to

repay a loan which any of your joint Account holder(s) has with us). We will only do this if we think it is reasonable in the circumstances (including that you will still have enough money to meet essential living expenses).

- 15.2 If there is a court decision against you, we can use money you have in your Account(s) to pay something that you owe us (including interest arising after the date of the final decision) unless the court instructs us otherwise or we are otherwise prevented by law.
- 15.3 Where possible we will tell you in advance before we exercise our right of set-off.
- 15.4 Where the money you have with us is in a different currency to the amounts owed to us, we will convert the credit balance into the currency of the amounts owed to us at the Bank's Rate of Exchange in order to enable us to use our right of set-off.
- 15.5 We cannot use our right of set-off:
  - 15.5.1 against any money in your Account which you are required to hold for anyone else by law; or
  - 15.5.2 in a way that does not comply with any law or regulation.

## **16 Third Parties**

- 16.1 We do not recognize the interest or claim of any person other than the Account holder(s) unless required to do so by law. That may be the case because:
  - 16.1.1 You have given a power of attorney to another person to make financial decisions on your behalf.
  - 16.1.2 You have become mentally incapable of managing your affairs, and we may allow a person appointed by the court to operate the Account.
- 16.2 If you die, we will ask your personal representative to provide proof of their authority and then allow them to close the Account. Special rules apply if you are a joint Account holder or if you have a Fixed Term Deposit (see 3 *Joint Accounts* above and (see Part B (*Product specific Account Terms and Conditions, Fixed Term Deposit Accounts*)). For security reasons, we may not allow another person access to all of the Services we provide to you. If we do allow them to use a Service, you can tell them your security details as long as they agree to keep them safe.
- 16.3 You can instruct a Third Party Provider to access information on your Account(s) or to make payments from your Account(s) online. We expect each Third Party Provider to be open and transparent about its identity and to act in line with relevant regulatory requirements. We will treat any instruction from a Third Party Provider as if it were from you. If you think a payment is unauthorised or may have been made incorrectly, you must tell us as soon as possible, even when you use a Third Party Provider.
- 16.4 We may refuse to allow a Third Party Provider to access your Account if we are concerned about unauthorised or fraudulent access by that Third Party Provider. If we can, we will tell you before we do this and explain our reasons for doing so. If this is not possible, we will tell you afterwards unless doing so will compromise our reasonable security measures or is unlawful. We may provide the Third Party Provider a specific means to access your Account(s). If the Third Party Provider then attempts to access your Account(s) in any other way, we may refuse to allow that access.
- 16.5 We are not responsible for an act (or any failure to act) by someone else allowed to operate your Account as long as we did not know or suspect they were acting dishonestly towards you.



## **17 Overdrafts (including unauthorised overdrafts)**

- 17.1 If you think that you may need to borrow money on your Current Account, you must tell us and ask us for an overdraft. The decision to grant you an overdraft or to extend an overdraft is entirely at our discretion.
- 17.2 You may request an overdraft at any time during our relationship with you. Any overdraft is subject to the satisfactory operation of the Account in accordance with our agreement with you.
- 17.3 If we agree to your request we will advise you of the overdraft limit and the terms of the overdraft will be agreed in writing in a separate facility letter we will send to you. We can ask you to repay an overdraft (in full or in part) at any time. We call this “on demand.”
- 17.4 If you try to make any payment from your Current Account and you do not have sufficient funds available, we may treat this as a request to make or extend use of our unauthorised overdraft facilities. We will charge you for this as follows.
- 17.4.1 If we decline your request and an item is returned, you will incur an unpaid item fee (see our Schedule of Charges) for considering the requested payment.
- 17.4.2 If we accept your request and make the payment, you will incur a fee (see our Schedule of Charges); and,
- 17.4.3 you will be charged interest on an unauthorised overdraft at the debit interest rate set out in our Schedule of Charges.
- 17.5 It is your responsibility to ensure that you have sufficient funds in your Account to make the payments you have requested. We have no obligation to agree to provide overdraft facilities or to increase or extend an existing overdraft.

## **18 Inactive Accounts**

- 18.1 We are committed to safeguarding our customers from financial crime and fraud. We periodically review Accounts and, as a fraud prevention measure, may make you aware that you have an Account which you are not using and which may be susceptible to fraudulent activity. These Accounts pose a specific fraud risk if they are not used for a prolonged period.
- 18.2 We consider an Account to be inactive when there has been no activity, except for the posting of charges and interest, for a period of 12 months. Once an Account is classified as inactive, you cannot deposit any monies into, or make any payments or withdrawals from, the Account but credits via electronic means will continue to be deposited into your Account.
- 18.3 Whilst the Account remains classified as inactive you will not be able to update the information that we hold about you or make any changes to the Account Operating Instructions (for instance, we will not issue a debit card or permit Internet and Mobile Banking on your Account).
- 18.4 In order to reactivate the Account we will need to confirm your identity again by asking you to provide up to date documentation confirming your name and address. You can find a list of the documentation that we need published on our Website. Your co-operation and understanding in such circumstances is greatly appreciated.
- 18.5 We will tell you if your Account becomes classified as inactive. If there is no balance on your account and we do not hear from you within 2 months' from the date of that notice, we may close your Account (see 20 (*Closing the Account and ending our agreement with you*) below).
- 18.6 If you have not made any transactions on your Account for 15 years despite our attempts to get in touch with you, we will close the Account and treat any balance as an unclaimed asset. We will try to contact you so that we can pay the balance to you. We will charge any fees we

may incur to the Account in so doing. If we are still not able to contact you and no transactions have been undertaken for a further 5 years, we may transfer any balance to a scheme of our choosing to help benefit good causes, subject always to complying with all Applicable Laws. If this does happen, you can still claim your money back provided that you can satisfy us that you are legally entitled to it.

## **19 Changes to our agreement with you**

- 19.1 We hope that our agreement with you will last a long time. We can foresee certain circumstances in which it would be fair for us to make some changes but we may make changes for any other reason that we cannot foresee. When we do this, we will tell you about the changes and how they may affect you in advance. For example, we may change our Account Terms and Conditions to comply with our legal obligations, or to reflect regulatory changes or to make improvements in the services we provide.
- 19.2 Any changes will take effect at the end of the two months' advance notice period. If you do not agree to the change you can tell us that you want to close your Account(s) before the end of the notice period. There is no charge for this.
- 19.3 Interest Rates are subject to variation and we may vary the Interest Rate applicable to your Account entirely at our discretion at any time unless you have chosen a product where the Interest Rate is fixed (for instance, a Fixed Term Deposit (see Appendix B (*Product specific Account Terms and Conditions*)).
- 19.3.1 If we reduce the rate of interest we pay to you, we will provide you with 2 months' advance notice personally (for instance we may notify you with your Account statement) or by publishing the change in interest rates on our Website. If you do not accept the reduction in the rate of interest, you may wish to change your Account or close your Account (see 20 (*Closing the Account and ending our agreement with you*)). If you do not notify us within the period of 2 months that you wish to change your Account or close your Account, we will consider that you have accepted the change and the new Interest Rate shall apply.
- 19.3.2 If we increase the rate of interest we pay to you we may change the interest rate on your Account at any time with immediate effect so that you immediately benefit from the change (for instance, we increase the rate applicable to a Savings Account).
- 19.2.3 We may also change the rate of interest we pay to you with immediate effect where the interest rate on your Account is based on an external reference interest rate (for example, the Bank of England base rate).

Where we change the rate of interest we pay to you with immediate effect, we will notify you within 30 calendar days either personally (for instance, we may notify you with your Account statement) or by publishing the change in rates on our Website.

## **20 Closing the Account and ending our agreement with you**

- 20.1 Our agreement with you will continue until you or we cancel or end it.
- 20.2 Unless you have agreed to keep the Account open for an agreed period of time (for instance, it is a Fixed Term Deposit Account (see Part B *Product specific Account Terms and Conditions*)), you can close your Account at any time. You need not give us a reason. Tell us in writing or visit one of our branches. If you are a joint Account holder, all of the other joint Account holders will be required to notify us to close the Account.
- 20.3 You can close your Account within a period of 14 calendar days of opening the Account, without any charges, if you are unhappy with the terms of our agreement with you or if you have simply changed your mind. This is known as the "cooling off period."

- 20.3.1 If you close your Account after the “cooling off period” has expired but within 6 months from the date of opening the Account we will charge you a fee (see our Schedule of Charges);
- 20.3.2 if you close your Account at any other time, we will not charge you a fee unless you have agreed to keep the Account open for an agreed period of time (for instance, it is a Fixed Term Deposit Account (see Part B (*Product specific Account Terms and Conditions*)).
- 20.4 We may close your Account by giving you 2 months’ advance notice, at any time and without giving any reason.
- 20.5 Additionally, we may immediately close an Account in the following circumstances:
  - 20.5.1 you seriously or regularly breach our agreement with you;
  - 20.5.2 you give us false information in relation to your Account;
  - 20.5.3 we suspect you are using your Account for an illegal purpose; or
  - 20.5.4 you behave improperly towards us, our staff or other customers (for instance in a threatening, abusive or inappropriate manner).
- 20.6 If you or we give notice to close the Account, our agreement with you shall continue to apply until:
  - 20.6.1 any cheques drawn on the Account have been satisfied;
  - 20.6.2 all other amounts you owe us in respect of the Account, in accordance with our agreement with you or otherwise, (including any payments you have pre-authorized that have not yet been taken out of your Account) have been paid in full.
- 20.7 Ending our agreement with you will not affect any legal rights or obligations that may already have arisen.
- 20.8 After your Account is closed, you must:
  - 20.8.1 not write any cheques;
  - 20.8.2 stop using your debit card(s);
  - 20.8.3 not make any deposits or give instructions for payments out;
  - 20.8.4 not use Internet and Mobile Banking for any Account activity;
  - 20.8.5 not use or request any Services unless we specifically agree otherwise;
  - 20.8.6 cancel any regular payments you have set up from your Account (for example direct debits);
  - 20.8.7 repay any money you owe us on that Account (including any payments that you have made or pre-authorized that have not yet been taken out of your account, any applicable interest and charges);
  - 20.8.8 return anything that belongs to us or that we have given to you, such as debit card(s) and cheques, and,
  - 20.8.9 reimburse and indemnify us for any cheques or other pre-authorized payments taken from your Account. In other words we will not incur any loss by honouring pre-authorized payments after notification of closure.

- 20.9 When we close your Account we will pay or transfer money we hold for you in the Account or to which you are entitled under this agreement, (after deducting our charges and other amounts owed to us), to you, or to any other person in accordance with your instructions. We shall be under no obligation to comply with any future direct debits or recurring transactions. However, we may retain enough money to cover any pending transactions or anything you owe us.
- 20.10 When we close a joint Account, we will seek the instruction of all of the joint Account holder(s) before paying out the proceeds.
- 20.11 If you die, we may require a grant of probate or other legally binding documentation before we release funds.
- 20.12 We may close an Account because it has been inactive (see 18 (*Inactive Account*) above). We will try to contact you by post or other means before we do this.

## **21 Communicating with each other**

- 21.1 You can contact us by visiting one of our branches, by telephone, post, email or by using Internet and Mobile Banking (see Appendix 2, (*How to Contact Us*)).
- 21.2 If your Debit Card is lost or stolen, or you suspect that someone knows your PIN, you must phone us immediately (see Appendix 2, (*How to Contact Us*)).
- 21.3 Unless you tell us otherwise, we will contact you with information relevant to the operation and maintenance of your Account by a variety of means including via Internet and Mobile Banking, email, SMS Alerts, post and/or telephone. If you are not the named Main Account holder for a joint Account and you have not asked us to communicate with you (see 3 (*Joint Accounts*) above) we will normally communicate with the Main Account holder only. The Main Account holder is responsible for sharing the information that we have provided with all of the other joint Account holder(s).
- 21.4 We will only send information to the contact details known to us or to the email address and mobile telephone number registered with us for the Account.
- 21.5 Be aware that our communications may contain confidential information and if anyone else has access to your email inbox or mobile phone messages, they may be able to see our messages to you.
- 21.6 You must ensure that the contact details you provide to us are accurate. We will be entitled to charge you for our reasonable costs for trying to find you if your contact details are not up to date. It is therefore important that you notify us of any changes in your:
- 21.6.1 name;
  - 21.6.2 address;
  - 21.6.3 email address;
  - 21.6.4 telephone number (including mobile); and
  - 21.6.5 nationality.
- If you do not inform us of any changes, you may not receive important Account information, (for instance, changes to our agreement with you or changes in interest rates or to our charges or any other notifications).
- 21.7 We will send all written notices and other communications to you in English.

## **22 How we use your Information**

- 22.1 We need to collect and use information about you so that we can provide Services to you and so that we can set up and look after your Account(s). We take our data protection obligations seriously and it is important to us that you understand how we use your data. We provide a full explanation of how we collect and use personal information in our Privacy Policy, which is available on our Website: [www.pnbint.com](http://www.pnbint.com)
- 22.2 Our Privacy Policy forms part of our agreement with you. We recommend that you read the Privacy Policy in full so that you understand how we use your personal information, who we share it with, what rights you have in relation to that data and everything else that we think that is important for you to know. Our Privacy Policy also explains your rights in relation to your personal information and how you can exercise them.

## **23 Compliance with Applicable Laws and regulation**

- 23.1 Each transaction with us shall be subject to Applicable Law, banking practice and our internal regulations, compliance and control procedures. You have authorised us to do anything on your behalf which we may consider necessary to ensure due compliance with them.
- 23.2 Even if you may have given us instructions to the contrary, we shall not be liable to you for any costs or damage which may be caused by us acting in accordance with Applicable Law, banking practice or our internal regulations, compliance and control procedures or with the terms of our agreement with you and our agreement with other banks or financial institutions regarding the transaction of business with those banks or institutions.

## **24 Liability**

- 24.1 Nothing in our agreement with you limits our liability for acting fraudulently or very carelessly or otherwise excludes or limits our liability to the extent we are unable to exclude or limit it by law.
- 24.2 We are responsible if you suffer loss or costs because we have broken the terms of our agreement with you, **unless**:
- 24.2.1 Any losses or costs you may suffer are caused by circumstances outside our reasonable control, which would have been unavoidable despite all of our efforts to the contrary, (for instance, your non-receipt of an SMS Alert because your phone was turned off or because you are in an area without network coverage).
- 24.2.2 Any losses or costs you may suffer are caused because we are prevented from or delayed in providing you with any banking or other services or notification as a result of our compliance with banking and regulatory requirements and Applicable Laws preventing crime or terrorism.
- 24.4.3 Any losses or costs you may suffer are caused by abnormal or unforeseeable circumstances outside our reasonable control (for instance, any delay, indirect losses or losses that we could not have reasonably been expected to anticipate would occur).
- 24.4.4 Any loss of business opportunities or loss of profits because we are entering into our agreement with you as a personal customer. (If your Account is a Business Account, see Part D Business Accounts.)

## **25 Waiver**

If we choose not to enforce our rights under our agreement with you immediately, (for instance, we allow you more time to pay what you owe) it will just be a temporary measure and we may enforce our rights strictly again.

## 26 Governing law and jurisdiction

Our agreement with you is governed by the laws of England and Wales and any dispute or claim arising out of our agreement with you or the subject matter or formation is subject to the exclusive jurisdiction of the Courts of England and Wales. However, we are entitled to proceed against you in another jurisdiction if we deem it necessary in order to protect our interests.

## 27 Complaints

- 27.1 If we do not deliver the standard of service you expect, or if you think we have made a mistake, please let us know. We will investigate the matter and, if necessary, set about putting things right as soon as possible.
- 27.2 We have an internal complaints procedure which will ensure that your complaints are dealt with quickly. For further information about our complaints procedure you can:
- 27.2.1 talk to us at one of our branches or corporate office;
  - 27.2.2 call us on 08008499229
  - 27.2.3 send an email to us on [customersupport@pnbint.com](mailto:customersupport@pnbint.com)
  - 27.3.4 visit [www.pnbint.com](http://www.pnbint.com) and click on the option -"Complaints & Feedback" at the bottom of home page and send us an email on complaints @pnbint.com.
- 27.3 If you feel that your concerns have not been satisfactorily addressed by us, you may refer the matter to the Financial Ombudsman Service. Complaining to Ombudsman does not affect your legal rights. The contact details are as follows:
- Address: Financial Ombudsman Service, Exchange Tower, London E14 9SR
- Telephone number: 0800 023 4567 or 0300 123 9123
- Website address: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk). You can also fill an online complaint form on this Website.
- 27.4 You may contact the Financial Ombudsman Service within 6 months from the date of any final response or decision issued by us.

## 28 Regulatory Information

- 28.1 We are authorised to accept deposits by the Prudential Regulation Authority (PRA) and is regulated by the Financial Conduct Authority (FCA) and the PRA. Our Financial Services Register number is 459701. You can check this on the Financial Services Register by visiting the FCA's website at: <http://www.fca.org.uk/register> or by contacting the FCA on 0800 111 6768.
- 28.2 We are a member of the Financial Services Compensation Scheme (**FSCS**) established under the Financial Services and Markets Act 2000. If we are unable to meet our financial obligations, you may be eligible to claim compensation under the FSCS. Most depositors, including individuals and most businesses, are covered by the FSCS up to the current compensation limit. For further information about the compensation provided by the FSCS (including the amounts covered and eligibility to claim) please call us on 08008499229 or refer to the FSCS website: [www.FSCS.org.uk](http://www.FSCS.org.uk) or call the FSCS on 0800 678 1100 or +44 20 7741 4100. Please note only compensation related queries should be directed to the FSCS.
- 28.3 Our contact details and other useful information can be found in Appendix 2 (*Useful Information*).

## PART B: PRODUCT SPECIFIC ACCOUNT TERMS AND CONDITIONS

### 1 Interpretation

- 1.1 Part B explains our products and how they work. In the event of any conflict or difference in the wording of Part A (*General Term and Conditions*) and this Part B (*Product specific Account Terms and Conditions*), the wording in Part B will be applied in relation to your Account for that product.

### 2 Current Account

- 2.1 This is a personal Account or a Business Account (see Part D, (*Business Accounts*)) which is intended to be used for day to day transactions.

- 2.2 The key features of a Current Account are:

✓	You can open an Account in Sterling, US Dollars or Euros	*	We do not pay interest on your Account balance
✓	You can pay money in and out at any time		
✓	Free remittance to accounts held with PNB India		
✓	Internet and Mobile Banking available		
✓	Cheque book (at our discretion)		
✓	Debit card (at our discretion)		
✓	Overdraft(s) (at our discretion)*		
✓	You can set up Direct Debits and /or Standing Orders		
✓	Minimum Quarterly Average Balance (QAB) required (the amount of the Minimum Quarterly Average Balance is set out in the Schedule of Charges) **		

\* We will charge you for this (see our Schedule of Charges).

\*\* If you fail to maintain the Minimum Quarterly Average Balance we will charge you for this each quarter (see our Schedule of Charges).

- 2.3 You must be aged sixteen or older to open an Account.

2.4 Overdrafts can be authorised or unauthorised (see Part A (*General Terms and Conditions*, 17 (*Overdrafts*))).

2.4.1 If you try to make a payment from your Account and you do not have sufficient funds available we may decline this. In exceptional cases, we may allow the payment in which case it will be considered as an unauthorised overdraft. We will charge you for this. See our Schedule of Charges.

2.4.2 If we agree to your request for an overdraft, the terms of the authorised overdraft will be agreed in writing in a separate facility letter. We will charge you for this. The charges and the rate of interest applicable to your authorised overdraft will be set out in the facility letter.

### 3 Savings Account

3.1 This is an interest bearing Account intended for saving and not for day-to-day transactions.

3.2 You must be aged sixteen or older to open an Account.

3.3 The key features of a Savings Account are:

✓	We pay interest on your Account balance in accordance with our Interest Rates	✗	The interest rate is not fixed. We can change our Interest Rate at any time. We will notify you of any change in accordance with our agreement with you.
✓	You can open this Account in Sterling only	✗	No Euro or US Dollar
✓	You can pay money in at any time	✗	No Cheque book
✓	Free remittance to accounts held with PNB India	✗	No Debit card
✓	Internet and Mobile Banking available	✗	No Minimum Quarterly Average Balance (QAB) required
✓	You can set up Direct Debits and Standing Orders	✗	No Overdraft(s)

### 4 Fixed Term Deposit Accounts

4.1 This is an interest bearing Account intended for saving.

4.2 By opening this Account, you agree to leave your money in the Account for a fixed period of time (we call this the “deposit period”). You can choose the deposit period ranging from one month to five years. In return, we agree to pay you a fixed rate of interest. Withdrawal of funds before the end of the deposit period is not usually permitted.

4.3 You must be aged sixteen or older to open an Account.

4.4 Once you have opened your Account the Interest rate remains unchanged for the duration of the deposit period irrespective of any movement in market interest rates.

4.5 We will ask you to open another Account with us which is not another Fixed Term Deposit Account (for instance, a current Account or a Savings Account). We call this the “linked



Account” or the “operative Account.” The opening and closure of a Fixed Term Deposit Account and any interest payments will be routed through the linked / operative Account. No direct remittances are allowed from this Account.

4.6 We will issue you with a computer generated deposit advice when we open a Fixed Term Deposit Account but no other receipt will be issued.

4.7 The key features of a Fixed Term Deposit Account are:

✓	You agree to pay money into your Account and to leave your money in the Account for the full deposit period ranging from 1 month to 5 years	✗	No withdrawals. You cannot take our your money during the agreed deposit period
✓	You can open an Account in Sterling, US Dollars or Euros	✗	No Cheque book
✓	Minimum balance required of £1000, \$1000, €1000	✗	No Debit card
✓	You need to have another Account with us which is not another Fixed Term Deposit Account	✗	No Direct Debits and Standing Orders
✓	The interest rate is fixed. We pay interest on your Account balance at the agreed rate which will not change for the duration of the deposit period	✗	No Overdraft(s)
✓	You can tell us to pay you interest annually or when the deposit period ends.	✗	Internet and Mobile Banking (view balance only)

4.8 If the Fixed Term Deposit Account is a joint Account and you or any of the other joint Account holder(s) die during the period of deposit, the Account will stay open in the name of the surviving Account holder(s) until the end of the period of deposit.

4.9 In exceptional circumstances, we may exercise our discretion and allow you to close the Account before the period of deposit expires (we call this “premature closure”) but we are under no obligation to do so.

4.10 We will charge you a fee for premature closure calculated at the time of withdrawal. We will calculate the charge when you apply for premature closure and tell you at the time.

4.11 If we agree to close the Fixed Deposit Account before the end of the deposit period we will pay you interest in accordance with our Interest Rates for Saving Accounts on the date that you made the deposit and for the period for which the deposit has actually run less our charges. This normally means that you will receive less or even no interest but your original deposit will be protected.

4.12 Before the period of deposit expires, we will contact you by post at the address that we hold for you and ask for further instructions. If we do hear from you, we will close the Fixed Term Deposit Account and credit the proceeds to your operative Account with us.

## **PART C: Internet and Mobile Banking**

### **1 Interpretation**

- 1.1 Part C explains our Internet and Mobile Banking Service and how it works. You must have an Operative Account with us to use this Service.
- 1.2 You may use Internet and Mobile Banking in accordance with these terms and conditions. Your right to use Internet and Mobile Banking is non-exclusive and non-transferable.
- 1.3 In the event of any conflict or difference in the wording of Part A (General Terms and Conditions) and this Part C (Internet and Mobile Banking), the wording in Part C will be applied in relation to Internet and Mobile Banking.
- 1.4 Please read these terms and conditions carefully. We recommend that you retain a copy for reference. You can also access these terms at any time on our Website or by following the link in the App.
- 1.5 By using the Website or App you confirm your agreement to be bound by these terms of use. If you do not agree to these terms of use, you should not use the Website and delete the App from your mobile device.

### **2 What do I need?**

- 2.1 You will need to have legal and valid access to the internet, computer equipment and software. You must meet the hardware and software requirements for Internet and Mobile Banking as published from time to time on our website.
- 2.2 Internet and Mobile Banking works with Internet software (browsers) and our App works on Android and Apple devices but not Windows. We will publish the required Internet browser/software configurations which are required for using Internet and Mobile Banking from time to time. App updates will be made available to you via Google Play or the Apple app store. We will not provide updates to the App in any other way. Never follow links that you receive by email.
- 2.3 There are different features depending on your computer, laptop or phone, the software that you use and the version of the App that you have.
- 2.4 We are under no obligation and bear no responsibility to support, maintain or upgrade all or any versions of the Internet software (browsers) which you need to access Internet and Mobile Banking which shall be your sole responsibility.
- 2.5 You will also need a user ID and password for Internet and Mobile Banking with us. If you have a Business Account you will need a corporate ID, user ID and password for accessing Internet Banking. Mobile Banking is not available if you have a Business Account.

### **3 What does Internet and Mobile Banking do?**

- 3.1 Internet and Mobile Banking allows you to do the following on line:
  - 3.1 view all of your Accounts and related services in one place – including your current Account, savings Account, Fixed Term Deposit Account and loan Accounts;
  - 3.2 make payments (including international payments) and move money between your Accounts, or to other accounts within the UK and overseas; and
  - 3.3 review statements,

and such other services as we may decide to provide from time to time through Internet and Mobile Banking.

#### **4 Access to Internet and Mobile Banking**

- 4.1 We will give you an initial password which you will be required to change when logging in to Internet and Mobile Banking for the first time.

As a safety measure, you should change the password as frequently as possible thereafter. We will prompt you to change the password on a regular basis but you do not need to wait for us to prompt you. You can change the password whenever you wish. See also 4 (*Internet and Mobile Banking Password*) below.

- 4.2 You must only use Internet and Mobile Banking for the purposes for which the service is offered. You must not attempt or permit others to attempt to access any information stored in our computers and information systems through any means.
- 4.3 You are responsible for maintaining your computer or mobile device, for ensuring that it meets our published criteria and for downloading the latest version of Internet software or the App. You must also bear all costs including telecommunication costs to use the Internet and Mobile Banking.

#### **5 Internet and Mobile Banking Password**

- 5.1 You must have an Internet and Mobile Banking password with a combination of such number of letters/digits/special characters (see login page/user guide) as we may advise you from time to time.

- 5.2 You must take reasonable security precautions to keep your Account safe by:

- 5.2.1 not using the same password that you have used elsewhere;
- 5.2.2 keeping the password confidential and not storing it on your computer or mobile device;
- 5.2.3 not writing it down in any way which may be understood by anyone else;
- 5.2.4 not leaving your computer or mobile device unattended whilst logged in to Internet and Mobile Banking;
- 4.2.5 fully logging out of Internet and Mobile Banking after every session.

- 5.3 If you forget the Internet and Mobile Banking password, you may request us to issue you a new password by:

- 5.3.1 sending us a written request;
- 5.3.2 asking us to re-set the password online (personal Customers only); or
- 5.3.3 asking us to send a one time password by text to your registered mobile number (personal customers only who have registered for SMS Alerts).

If you have a Business Account we will ask you to send us a written request before we can action your request to issue you a new password.

If you have any queries call us on: +44(0)800 849 9229.

## **6 Security**

- 6.1 Always access Internet and Mobile Banking online by using our Website via: <https://www.pnbint.com> or the App Store/Play Store.
- 6.2 Adopt the security tips that are published on our Website as your working practice.
- 6.3 Protect your computer and/or mobile device by using up-to-date anti-virus and firewall software and don't access Internet and Mobile Banking using public wi-fi.
- 6.4 Be aware that we will never contact you whether in writing, by phone or by email and ask you to reveal your user ID and passwords to us. If you receive a suspicious email please don't click on any links in the email and call us on: +44(0)800 849 9229.
- 6.5 You must tell us quickly if you believe someone else knows your security details or you believe that they have been misused or if you lose your mobile device.
- 6.6 We shall take all commercially reasonable steps to keep Internet and Mobile Banking secure and free from viruses but we are unable to guarantee this. We shall not be liable for any loss or damage you suffer if your computer or mobile device is infected by a virus unless such loss or damage is the direct result of our failure to use current, commercially reasonable technology or our deliberate default.

## **7 Using the Website/App in the right way – Do's and Don'ts**

- 7.1 If you ask us to make payments (including international payments) and move money between your Accounts, or to other accounts within the UK and overseas it is your responsibility to make sure that the details that you give to us are correct. We will rely upon the instruction that you give to us. Errors in the information may delay the payment or transfer or result in the loss of the payment.
- 7.2 Do's  
You should:
  - 7.2.1 only use the Website/App to view Accounts and related services, make payments, transfer money or give us instructions on your Account;
  - 7.2.2 take care to key in the correct information;
  - 7.2.3 review, correct (if necessary) and confirm all keyed in information. (If you make a mistake whilst inputting the information on screen, you can correct it by clicking on "Clear" and re-entering or by using the cursor to select and delete the incorrect text, and then re-entering it);
  - 7.2.4 ensure compliance with any laws that apply to you in any place you use the Website or App.
- 7.3 Don'ts  
You should NOT:
  - 7.3.1 attempt to make any income directly from using the Website or App;
  - 7.3.2 use the Website or App to upload or store inappropriate or illegal images or content that breaches the rights of others;
  - 7.3.3 use the Website or App to do anything illegal;
  - 7.3.4 use the Website or App in a way that could damage it or stop it from working or affect our systems or other customers.

## **8 Joint Accounts**

- 8.1 If you have a joint Account, whether you can use Internet and Mobile Banking will depend upon your Account Operating Instructions.
- 8.2 If you have told us that the Account must be operated jointly, you will NOT be able to use Internet and Mobile Banking unless you have a Business Account. In other cases, you will be able to use Internet and Mobile Banking provided that the other joint Account holder(s) agree and give their consent in the Application Form. Here, we will issue one user ID and password for the Account for Internet and Mobile Banking to you as joint Account holder(s) when requested.
- 8.3 If we receive conflicting instructions via Internet and Mobile Banking from joint Account holder(s) relating to the same joint Account, we shall act on the instruction received first and any subsequent instruction shall not be processed. Unless you have instructed us otherwise, we will address all correspondence to the Main Account holder named in the Application Form.
- 8.4 All the transactions arising through the use of Internet and Mobile Banking to operate a joint Account shall be binding on all of the joint Account holders, together and individually.

## **9 Instructions**

- 9.1 We will accept your instructions via Internet and Mobile Banking if given through our Website or App using your user ID and password. Other than verifying the correct user ID and password, we shall have no other obligation to verify the accuracy or authenticity of any instruction received or purported to have been received from you via Internet and Mobile Banking or purporting to have been sent by you and the same shall be considered to be sufficient to operate Internet and Mobile Banking.
- 9.2 By using Internet and Mobile Banking, you irrevocably and unconditionally authorise us to access all of your Account(s) for effecting banking or other transactions performed by you via Internet and Mobile Banking.
- 9.3 We will endeavour to carry out the instructions promptly; however, we may refuse to make a payment in accordance with Part A (*General Terms and Conditions*) paragraph 7.2.
- 9.4 We are not responsible for any delay in carrying out the instructions due to any reason that is beyond our reasonable control (for instance a fault on your computer).
- 9.5 Where we consider any instruction to be inconsistent or contradictory we may seek clarification from you before acting on the instruction or take such other steps as we think are necessary.
- 9.6 At your request, we shall make reasonable efforts to modify, not process or delay processing any instruction but we shall have no liability if we are unable to comply with your request unless it is due to our failure to make reasonable efforts to do so.
- 9.7 We shall not be under any duty to assess the prudence or otherwise of any instruction which shall be your sole responsibility.

## **10 Transfers and payments through Internet and Mobile Banking**

- 10.1 Instructions for the transfer of funds or payments within the UK which are received by us before the Cut-Off Time will be processed on the same Working Day. Instructions received after the Cut-Off Time will be processed on the next Working Day.
- 10.2 We will not be held liable for any loss incurred or arising out of or relating to your entering incorrect information (for example, wrong account numbers).

- 10.3 We shall specify from time to time the limit for carrying out various kinds of money transfer or any other services through Internet and Mobile Banking (see our Website).
- 10.4 If money transfer is made available to you, it may be used to transfer funds from the Account to other accounts belonging to third parties maintained by us and/or at any other bank within the UK or outside UK as per the options made available on the Website or App.
- 10.5 Charges may apply in respect of certain transactions. You will receive a warning that a charge applies as you key in the information into the Internet and Mobile Banking service (see also our Schedule of Charges).

## **11 Availability of Internet and Mobile Banking**

- 11.1 We may make operational changes to the services available to you and to the way in which you access Internet and Mobile Banking at any time. We may also change our security requirements at any time.
- 11.2 We will sometimes need to carry out maintenance that could prevent or limit your use of Internet and Mobile Banking. When we can, we will give you advance notice of this through the Website or App.
- 11.3 We will use reasonable efforts to tell you without undue delay through the Website or App if any service under the Internet and Mobile Banking becomes unavailable.
- 11.4 We will not be liable to you if Internet and Mobile Banking is not available because of reasons beyond the Bank's reasonable control such as natural calamities, legal restraints, faults in the telecommunication network or network failure, or for any other reason.
- 11.5 We are responsible for our App. If you have any complaint concerning the operation of the App please contact us rather than the app store.
- 11.6 We may sub-contract and employ agents to carry out any of our obligations in relation to the Internet and Mobile Banking services but we will remain responsible for providing the Services.

## **12 Accuracy of Information**

- 12.1 We will take reasonable care to ensure that any information provided to you through Internet and Mobile Banking is an accurate reflection of the information contained in the our computer system.
- 12.2 The information provided to you via Internet and Mobile Banking may not be updated continuously but at regular intervals. Consequently, any information supplied to you through Internet and Mobile Banking will pertain to the date and time when it was last updated which may not be the same as the date and time when it is supplied to you.
- 12.3 We shall not be liable for any loss that you may suffer by relying on or acting on such information. The read-out, output or the printed output, if any, that you see and receive at the time of operation of Internet and Mobile Banking is a record of your operation of the computer and shall be accepted as conclusive and binding for all purposes. All of our records generated by the transactions arising out of the use of the Internet and Mobile Banking, including the time the transaction recorded shall be conclusive proof of the genuineness and accuracy of the transaction.
- 12.4 In the event of any dispute, our records shall be binding as the conclusive evidence of the transactions carried out through Internet and Mobile Banking in the absence of clear proof that our records are incorrect or incomplete. Any request for any service, which is offered as a part of Internet and Mobile Banking, shall be binding on you as and when the Bank receives such a request. If any request for a service is such that it cannot be given effect to unless it is

followed up by requisite documentation from you, we shall not be required to act on the request until we receive such documentation from you.

### **13 Termination**

- 13.1 You may request termination of Internet and Mobile Banking any time by telling us in writing and giving us advance notice of at least 15 calendar days. The termination shall take effect on the completion of the fifteenth day. You will remain responsible for any transactions made through the Internet and Mobile Banking until the time of such termination.
- 13.2 We may withdraw, suspend or terminate the Internet and Mobile Banking at any time either entirely or with reference to a specific service, Account or user.
- 13.3 We may withdraw or suspend or terminate your ability to access Internet and Mobile Banking if you don't comply with these terms and conditions, or upon your death or bankruptcy or lack of legal capacity. We will notify you of our decision.

### **14 Applicability to Future Accounts**

Once you have your user ID and password for Internet and Mobile Banking, you can use the Internet and Mobile Banking service with all of your Accounts (including any Account that you may open with us in the future).

### **15 Changes**

- 15.1 We may make changes to Internet and Mobile Banking from time to time. We do this by asking you to download the latest version of the App.
- 15.2 We can foresee certain circumstances in which it may be fair for us to make some changes to these terms and conditions (this may include introducing charges or making changes to charges). When we do this we will give you at least two months' advance notice of the changes when you log in or otherwise in accordance with paragraph 21 Part A (*General Terms and Conditions*).
- 15.3 Any changes will take effect at the end of the two months' advance notice period. If you do not agree to the change you can tell us that you want to stop using the Internet and Mobile Banking Service before the end of the notice period. There is no charge for this.

### **16 Proprietary Rights**

You acknowledge that the software underlying Internet and Mobile Banking as well as other Internet related software needed for accessing Internet and Mobile Banking are the legal property of the respective vendors. Our permission to access Internet and Mobile Banking will not convey any proprietary or ownership rights in such software. You must not attempt to modify, translate, disassemble, decompile or reverse engineer the software underlying Internet and Mobile Banking or create any derivative product based on the software.

### **17 Third Party Providers**

- 17.1 If you are thinking of using a Third Party Provider ("TPP") you should check it is authorised before you use it. You are responsible for choosing the TPP which is best for you.
- 17.2 You may decide to give your online security credentials to the TPP to access your Account(s) but it is entirely up to you to do so. We will not give your online access details to TPPs.

- 17.3 We advise you to be vigilant when giving your security details to a TPP and check to see if the TPP is registered by the FCA. If you provide access to your Account to any TPP, we will treat any instruction from the TPP as if it was made directly by you.
- 17.4 When the TPP gets access to your online Account, they will be able to see exactly the same information that you can see online through Internet and Mobile Banking and can initiate payments from your Account(s). With A TPP:
- 17.4.1 you will be able to use the service of a TPP to initiate a payment from your Account online;
- 17.4.2 you can ask a TPP to access all your online Accounts with us and other banks and provide you with consolidated information on all your accounts in one place.
- 17.5 Be aware that if you give your online banking password and log in details to a TPP, we are not responsible for what they do with your details or Account information. This will be governed by their agreement with you and the privacy statement they provide to you.
- 17.6 If you think a payment is unauthorised or may have been made incorrectly, you must tell us as soon as possible, even when you use a TPP.
- 17.7 We may refuse a TPP access to your Account where we are concerned about unauthorised or fraudulent access. We will inform you regarding the denial of access with the reason immediately after or as soon as is practically reasonable when we have refused access to any TPP.

## **18 Communications through electronic means**

- 18.1 We have fulfilled our legal obligation to deliver any document to you if such document is sent via electronic means. You must advise us of any difficulty in opening a document so delivered within twenty-four (24) hours after delivery.



## **PART D: – Business Accounts**

### **1. Interpretation**

- 1.1 Part D does not apply to personal Accounts.
- 1.2 Part D (Business Accounts) contains the terms and conditions applicable to Accounts for sole traders, partnerships, limited liability partnerships, companies and any other business enterprise, body or association. In the event of any conflict or difference in the wording of any other Part and this Part D (Business Accounts), the wording in Part D will be applied in relation to your Business Account.
- 1.3 In Part D, any capitalised terms have the same meanings as Appendix 1 except that the following capitalised terms have the following meanings:

**“Business”** means any body corporate or unincorporated association, sole trader, partnership, or any other business enterprise or business association;

**“Business Account”** means an Account established for business purposes by a Business;

**“Business Terms”** means the terms and conditions set out in this Part D of the which are applicable to all Business Accounts;

**“Charity”** means for the purposes of these Business Terms, a body whose annual income is less than £1 million and is a charity as defined in the Charities Act 2011;

**“Consumer”** means a person who, in utilising the Services, does so acting for a purpose other than a trade, business or profession;

**“Micro-enterprise”** means any enterprise or group of enterprises of which it forms part which at the time you enter into this Agreement employs fewer than 10 persons and has an annual turnover (or balance sheet) of less than £2million (or its equivalent);

**“Personal Account”** means an Account utilised by a person acting as a Consumer;

**“PSRs”** means The Payment Services Regulations 2017 (SI 2017 No. 752) (as amended from time to time).

### **2 Opening a Business Account**

- 2.1 You will need to complete an Application Form for a Business Account. You can pick up an Application Form from any of our branches or from our Website. The information we require from you to set up a Business Account with us is different from a Personal Account and is set out in the appropriate Application Form which you should read carefully.
- 2.2 When you open a Business Account with us, we are required to confirm your identity. We do this by carrying out paper-based and/or electronic checks to confirm the accuracy of the information that you have provided to us to fight money-laundering, prevent the use of the banking system for criminal activities, to protect you and us against fraud and to comply with our obligations under Applicable Laws. Be aware that in some instances we may seek clarification from you. We may ask you to send in further information or documents. We may ask you to visit one of our branches.
- 2.3 During our relationship with you, we may need to confirm your identity again by asking you to provide up to date information or to make any other enquiries necessary. Where paper-based documents are requested or provided they must be either originals or certified copies.

- 2.4 We will not open a Business Account if you do not satisfy our requirements in relation to establishing your identity under relevant Anti-Money laundering legislation and, in the event that we do refuse under this section to open a Business Account, we will refund any monies received to you without interest or charge, provided that we are permitted to do so under applicable Anti-Money laundering legislation.

### **3 Partnership Accounts**

- 3.1 Your Account Operating instructions will tell us how you want the Account to operate (for instance who can sign cheques on the Account) and how you want us to communicate with you.
- 3.2 When you are opening the Business Account, each Account holder will need to sign the Account Operating Instructions. We are required to confirm the identity of each Account holder (see section 2.2 and section 2.3 above).
- 3.3 You and each of the other Account holder(s) are responsible together and individually, for any amounts owing on the Account, including any overdrafts and loans. This means that if one of you breaches the terms of your Account, we may take action against you alone, or all of the Account holder(s), for the entire amount owing to us.
- 3.4 We will rely on any instruction relating to the Account that we receive from you, or any of the other Account holder(s), in accordance with the Account Opening Instructions for the Account (for instance, to withdraw monies from the Account) until we are informed by you, or by any of the other Account holder(s), of a disagreement between the Account holder(s). We may treat such notice as cancellation of the Account Opening Instructions relating to the Account and thereafter require all further instructions relating to the Account to be signed by you and all of the other Account holder(s). If necessary, we may also freeze the Account until we are satisfied that the dispute has been resolved. We may also ask for the return of unused cheques and suspend operation of our other Services such as debit card and Internet Banking.

### **4. Instructions**

- 4.1 Any request or instruction should be given to us in writing on the official headed paper of your Business and signed by the authorised signatory or authorised signatories in accordance with the Account Operating Instructions. We may accept instructions by fax and/or as a scanned copy by email if we have agreed to this in writing.

### **5 Business Debit Cards**

- 5.1 We will issue debit cards per Business Account (and a related PIN) for use by any individual named in your Account Operating Instructions (we call this person an “authorised user”). You will be liable for all amounts arising from, or incurred by us in connection with, the use of a debit card by an authorised user (including any use in breach of our agreement with you which we shall be under no obligation to prevent) which may be debited to your Business Account.
- 5.2 You must follow, and you must ensure that each authorised user follows, any instructions that we give in connection with the safekeeping of the debit card, card details and PIN and any other requirements in Part D applicable as a cardholder. In particular each authorised user,
- 5.2.1 must sign their debit card as soon as it is received; and,
- 5.2.2 must not allow anyone else to use their card, card details or PIN and must always keep their card safe; and,
- 5.2.3 must not use the card nor the card details for any illegal purpose.

5.3 We may cancel or suspend the use of a debit card at any time if we reasonably suspect fraudulent or other misuse of the debit card or that any security requirements relating to the use of the debit card, card details or PIN have been compromised. If we do cancel or suspend the use of a debit card, we will tell you as soon as possible unless the law prevents us from doing so or we reasonably believe it would undermine our security measures. Once a debit card has been cancelled you should ensure that the authorised user stops using the debit card and that the debit card is destroyed by cutting it in half across the black stripe and/or through the smartcard chip.

## **6. Our Liability for non-executed, defective or late execution of transactions**

6.1 This section 6 will only apply to you if you are NOT a Consumer or if the Business you operate is **NOT** a Micro-enterprise or a Charity (see section 1 above).

6.2 If we fail to execute (other than in situations where you have not provided us with all of the required information), or incorrectly execute a payment transaction on your Business Account, we shall be liable to you for any reasonable losses incurred by you but only if they arise directly from our breach of our agreement with you or our negligence, and if in the ordinary course of events and with the knowledge we had, we might reasonably have expected such loss to result directly from such breach or negligence. Our liability pursuant to this section 6 of Part D shall be limited:

6.2.1 To the amount (if any) necessary to reimburse you as required by law in respect of the transaction pursuant to which our breach or negligence occurred; and

6.2.2 To the amount of any interest and charges directly incurred by you on the Account that would not have been incurred otherwise.

Beyond this we shall have no further liability to you for a failure to execute properly or a failure to execute at all for any reason.

6.3 Where you have told us that there has been an unauthorised transaction on your Account you will be liable for such transactions unless we are reasonably satisfied that the transaction was unauthorised. Subject to section 6 above, if the transaction was unauthorised we will refund to your Business Account the amount of the transaction and any interest and charges directly incurred on the Business Account as a result of the transaction. Beyond this we will have no further liability to you for an unauthorised transaction.

6.4 We shall not be liable for the defective execution or payment of cheques unless we are negligent or in breach of our agreement with you. If you tell us that there has been an unauthorised cheque payment on your Business Account we will only be liable to you if we are reasonably satisfied that the cheque payment was not authorised by you. If we are liable to you under this section 6.4, we will refund to you the amount of the payment, to the extent the payment has been wrongly paid away, and any charges or interest you paid as a result of it, and pay you any interest we would have paid you on that amount, but beyond this we will not have any further liability to you.

6.5 If you are telling us about an unauthorised transaction on your Business Account, you need to tell us within 13 months of the payment or the money being taken out of your Business Account if you want to claim a refund. If you tell us after this time, we will still look at your request for a refund, but we won't need to give you a refund within the times mentioned in Part A.

6.6 You agree that the following regulations of the PSRs shall not apply in respect of our Services and your Business Account:

6.6.1 Part 6 (Regulations 40 to 62 (inclusive));

6.6.2 66(1) (charges);

- 6.6.3 67(3) and 67(4) (withdrawal of consent);
- 6.6.4 75 (evidence on authentication and execution);
- 6.6.5 77 (payer or payee's liability for unauthorised transactions);
- 6.6.6 79 (refunds for payment transactions initiated by or through a payee);
- 6.6.7 80 (requests for refunds for payment transactions initiated by or through a payee);
- 6.6.8 83 (revocation of a payment order);
- 6.6.9 91 (non-execution or defective or late execution of payment transactions initiated by the payer);
- 6.9.10 92 (non-execution or defective or late execution of payment transactions initiated by the payee); and
- 6.9.11 94 (liability of payment services provider for charges and interest),

and that any other Regulations of the PSRs which we are entitled to disapply shall be disapplied to the maximum permitted extent.

- 6.7 Nothing in this section 6 excludes our liability for fraudulent misrepresentation by us, our employees or agents, our liability for personal injury caused by our negligence or the negligence of our employees or agents, or any other liability on our part which cannot be excluded by law.

## **7. Termination**

- 7.1 In addition to the termination events set out in Part A (General Terms and Conditions), 20 (*Closing the account and ending our agreement with you*), in relation to Business Accounts, we may also terminate our agreement with you immediately if any of the following events occur:
  - 7.1.1 if any information you have given us or give us in the future (whether in connection with our agreement with you or not) is inaccurate;
  - 7.1.2 if any material litigation is, or material administrative, criminal or judicial proceedings are, being taken against you at the time of entering into our agreement with you and you have not informed us in writing before entering into our agreement with you ("material" means likely, if successful, to have any damaging effect on your Business);
  - 7.1.3 if you are a sole trader you die, become of unsound mind, become insolvent, a bankruptcy petition is presented against you, or steps are taken to appoint a judicial factor or similar officer to you or you apply to the court for a moratorium or make a proposal to creditors for a voluntary arrangement or you grant a trust deed for creditors or take any action (including entering negotiations) with a view to readjustment, rescheduling, forgiveness or deferral of any part of your indebtedness;
  - 7.1.4 if you are a limited company or limited liability partnership, you have a petition presented or resolution passed for winding up or an administration order or a notice of intention to appoint an administrator is issued or notice of appointment of an administrator is filed with the court or you have a receiver appointed over all or part of your assets or you cease to trade, or you are deemed by law to be (or admit that you are) unable to pay your debts, or you make an application in connection with a moratorium or a proposal to creditors for a voluntary arrangement or take any action

(including entering into negotiations) with a view to readjustment, rescheduling, forgiveness or deferral of any part of your indebtedness;

- 7.1.5 if you are a partnership (including a limited liability partnership) or unincorporated association, you dissolve or a petition is presented for an order to be made for the winding-up of the partnership or an application or a petition is presented or made for an administration order against the partnership;
- 7.1.6 if you are a limited liability partnership, any member ceases without our written consent to be a member or you cease for any reason to be a limited liability partnership;
- 7.1.7 if you fail at any time to meet any checks required by law or regulation;
- 7.1.8 if closure is required by the order of any court or direction or decision of a regulator; or
- 7.1.9 if you breach in a serious or repeated way our agreement with you or any other agreement with us.

## **8. Operation of the Business Account**

- 8.1 Unless you have provided otherwise in the Account Operating Instructions each person named in the Account Operating Instructions as an authorised signatory of the Business Account(s) has individual authority without any restriction to operate all your Business Account(s). Therefore each authorised signatory will be able, for example, to withdraw money from any of your Business Account(s) (which may be without the knowledge of the other authorised signatories). We will not be obliged to make enquiries about the purpose of any transactions or the authority of the authorised signatories to conduct them.
- 8.2 If you are a sole trader, you will have authority, without any restriction, to authorise any transaction or other business (including opening any further Business Accounts in your name or in the name of the Business or applying for further services) with the Bank, and to operate all your Business Accounts.

## **9. Changing the Account Operating Instructions**

- 9.1 You may notify us of a change to the Account Operating Instructions by:
  - 9.1.1 sending us a written request signed by any two authorised signatories named in the Account Operating Instructions (or by the authorised signatory if only one person is named in the Account Operating Instructions); or
  - 9.1.2 if you are a limited company, by providing us with an amending resolution passed by the board of directors and certified by a director or the company secretary. or
  - 9.1.3 if you are a limited liability partnership, by providing us with an amending resolution passed by the members and certified by a member; or.
  - 9.1.4 if you are a partnership and none of the authorised signatories are the partners, by any two partners writing to us; or
  - 9.1.5 if you are a sole trader you may notify us of a change to the Mandate by writing to us.
- 9.2 Any termination of or alteration to your Account Operating Instructions shall not release you, or where applicable the authorised signatories, from any sums owing to us from any previous liability or indemnity for any act performed by us in accordance with instructions previously received from you or the authorised signatories in accordance with the Account Operating Instructions.

## APPENDIX 1

### MEANING OF CAPITALISED TERMS

**“Account(s)”** means any Account for any our products which we open and maintain for you. You may have more than one Account;

**“Account Operating Instructions”** means your instructions to us on how you want the Account to operate in our required form which you must sign for the purpose of allowing the operation of an Account from time to time, and any revision and amendment to your Account Operating Instructions from time to time in accordance with the our agreement with you (we call this your “mandate”);

**“Account Terms and Conditions”** means Part A (General Terms and Conditions), Part B (Product Account Terms and Conditions, Part C (Internet and Mobile Banking), Part D (Business Accounts) and the Appendices, including this Appendix 1;

**“Agreement”** means our agreement with you for the Account(s) including the Account Terms and Conditions, the information and Account Operating Instructions that you have provided to us in each completed and signed Application Form, any updated information and Account Operating Instructions that you may provide to us at any time during our relationship with you, our published Schedule of Charges, our published Interest Rates and our published Privacy Policy as set out in the Introduction section to this document;

**“Applicable Laws”** means the laws of England and Wales and the European Union (and any other laws or regulations, regulatory policies, guidelines, industry codes, requirements, policy recommendations or requests whether or not mandatory or any rules or customs and practices of any exchange, market, clearing house registration system or depository) which apply to the provision of banking services (including but not limited to the Bribery Act 2010, the Criminal Finances Act 2017, the Modern Slavery Act 2015, the Data Protection Directive (Directive 95/45/EC), the General Data Protection Regulation (Regulation (EU) 2016/679) and any other applicable laws relating to anti-bribery and anti-corruption, anti-facilitation of tax evasion, anti-slavery and human trafficking, anti-money laundering and terrorist financing and data protection, data processing and privacy);

**“Application Form”** means our application form to open an Account;

**“ATM”** means automated teller machine or cashpoint;

**“Bank's Rate of Exchange”** means the exchange rate we offer from time to time for the conversion of currencies and displayed in any of our branches or on our Website;

**“BACS”** means any of the sterling payment services offered via Bacs Payment Schemes Limited (formerly known as Bankers' Automated Clearing Services), the organisation which has responsibility for the schemes behind the clearing and settlement of UK automated payment methods Direct Debit and Bacs Direct Credit, as well as the provision of managed services for third parties. These include the Cash ISA Transfer Service, Biller Update Service and the development, management and subsequent ownership of the Current Account Switch Service;

**“CHAPS”** means a way of sending a payment in Sterling to another account in the UK. It stands for Clearing House Automated Payment System;

**“Cut-off Time”** means the UK time within which a transaction or a request should be made by you in order to be processed on the same Working Day, as set out in Appendix 3 Payment Timing Information and published on our Website from time to time;

**“CVV number”** means the last 3 digits on the reverse of any debit card;

**“Direct Debit”** means an authority from you that allows an organisation to collect varying sums of money from your Account on a regular basis. Direct debit payments are covered by the BACS *Direct Debit*

*Guarantee Scheme.* Unless you agree otherwise, the organisation collecting the payment from you will normally tell you at least ten Working Days before changing your regular payment date or the amount that they will collect from your Account;

“**EEA**” means the European Economic Area (the members from time to time of the European Union plus Norway, Iceland and Liechtenstein);

“**Euros**” and ‘€’ means the lawful currency of the participating member states of the European Union;

“**Faster Payments**” means payments made via the Faster Payments Service, a UK banking initiative to reduce payment times between different banks’ customer accounts;

“**FCA**” means the Financial Conduct Authority and any successor bodies from time to time;

“**HMRC**” means Her Majesty’s Revenue and Customs;

“**IBAN**” means International Bank Account Number which is a unique identification number issued by us for a customer Account which has our branch identification along with the Account number;

“**Image Clearing System**” means a system which allows banks to clear a digital image of a Sterling cheque rather than the original paper cheque;

“**ID**” means identification;

“**Interest Rates**” means the interest rates applicable to our products and Services in relation to an Account which is published on our Website and available in any of our branches;

“**Internet and Mobile Banking**” means our internet and mobile banking Services provided to you in accordance with our agreement with you including Part C of the Account Terms and Conditions;

“Operative Account” means a current Account or a Savings Account opened with us. We also call this the “linked Account”;

“**Part A**” means Part A (*General Terms and Conditions*) of the Account Terms and Conditions and any numerical reference to Part A refers to a numbered paragraph or section, as the case may be, in Part A;

“**Part B**” means Part B (*Product Account Terms and Conditions*) of the Account Terms and Conditions and any numerical reference to Part B refers to a numbered paragraph or section, as the case may be, in Part B;

“**Part C**” means Part C (*Internet and Mobile Banking*) of the Account Terms and Conditions and any numerical reference refers to Part C refers to a numbered paragraph or section, as the case may be, in Part C;

“**Part D**” means Part D (*Business Accounts*) of the Account Terms and Conditions and any numerical reference to Part D refers to a numbered paragraph or section, as the case may be, in Part D;

“**Personal Information**” refers to information about a person;

“**PIN**” means your personal identification number;

“**PNBIL**” means us, Punjab National Bank (International) Limited, a company registered in England and Wales and a wholly owned subsidiary of Punjab National Bank, India;

“**POS**” means a point of sale machine as used in many retail outlets;

“**Privacy Policy**” means our policy explaining how personal information is collected and used by us including information about your rights in relation to personal information which is published on our Website and available in any of our branches;

**“Schedule of Charges”** means our charges, rates, tariffs and fees for providing our Services in relation to an Account which is published on our Website and available in any of our branches;

**“Services”** means any banking or other services we may provide to you under our agreement with you;

**“Sort Code”** is a 6 digit identifier code used for making bank to bank payments within the UK;

**“Standing Order”** means an authority from you that allows another person to collect a fixed sum of money from your Account on a regular basis;

**“Sterling”** and **“£”** means pounds sterling (**“GBP”**) the lawful currency of the United Kingdom;

**“SWIFT”** means Society for Worldwide Interbank Financial Telecommunication, the SWIFT international payment network is one of the largest financial messaging systems in the world;

**“SWIFT Code”** is an alphanumeric code of 8 or 11 characters used for making international payments through the SWIFT system;

**“Third Party Provider”** means a service provider (which is a different company, not us) authorised and regulated by the FCA or other European regulators to provide information or payment related services on online accessible accounts;

**“We”, “our”, “us”** or **“ourselves”** means PNBIL;

**“US Dollar”** or **“\$”** denotes dollars (**“USD”**) the lawful currency of the United States of America;

**“Website”** or **“App”** refers to the website/ App owned or licensed, established and maintained by PNBIL located at the URL [www.pnbint.com](http://www.pnbint.com);

**“Working Day”** means Monday to Friday (inclusive) excluding UK Bank holiday/s; and

**“You”** or **“Your”** means you, our customer, the individual, sole trader, partnership, association, company, charitable organisation, trust or any other legal organisation.



## APPENDIX 2

### HOW TO CONTACT US

<b>LOST OR STOLEN DEBIT CARDS</b>	
<b>Lost or Stolen Debit Cards or you suspect that someone knows your PIN. (24 hours)</b>	<b>08008499229.</b>
<p>Once we receive notice of the loss, theft or possible misuse of your card, we will cancel your card.</p> <p>If you later find your debit card, you must not use it. Please return it to us as quickly as possible (cut once through the magnetic strip and once through the chip)</p>	

<b>CORPORATE OFFICE</b>	
<b>Registered Office:</b>	<b>Corporate Office 1 Moorgate London EC2R 6JH</b>
<b>Fax Number:</b>	<b>020 7796 1015</b>
<b>Customer support contact number: (Monday to Friday, 9am to 5pm)</b>	<b>0800-8499229</b>
<b>Email Address:</b>	<b><u><a href="mailto:customersupport@pnbint.com">customersupport@pnbint.com</a></u></b>
<b>Website Address:</b>	<b><u><a href="http://www.pnbint.com">www.pnbint.com</a></u></b>
<b>Sort Code:</b>	<b>60 95 00</b>
<b>SWIFT Address:</b>	<b>PUNBGB22</b>
<b>Complaints:</b>	<b><u><a href="mailto:customersupport@pnbint.com">customersupport@pnbint.com</a></u></b>

<b>Central London Branch:</b>	<b>1 Moorgate London EC2R 6JH</b>
<b>Fax Number:</b>	<b>020 7796 1015</b>

<b>Southall Branch:</b>	<b>110 South Road, Southall, Middlesex UB1 1RB</b>
<b>Fax Number:</b>	<b>020 8574 9400</b>

<b>Leicester Branch:</b>	<b>60 Belgrave Road, Leicester LE4 5AU</b>
<b>Fax Number:</b>	<b>011 62661954</b>

<b>Birmingham Branch:</b>	<b>290 Soho Road, Birmingham B21 9LZ</b>
<b>Fax Number:</b>	<b>012 1554 9083</b>

<b>Ilford Branch:</b>	<b>47, Cranbrook Road, Ilford IG1 4PG</b>
<b>Fax Number:</b>	<b>020 8478 2120</b>

<b>Wembley Branch:</b>	<b>188, Ealing Road, Wembley HA0 4QD</b>
<b>Fax Number:</b>	<b>020 8903 6536</b>

<b>Wolverhampton Branch:</b>	<b>502-504, Dudley Road, Wolverhampton WV2 3AA</b>
<b>Fax Number:</b>	<b>01902 870001</b>

### APPENDIX 3

#### PAYMENT TIMING INFORMATION

Type of Payment Instruction	Cut-Off Time (Working Days Only)*
NPR/INR Remittance	16:15
BACS	16:15
Faster Payment	16:15
CHAPS	16:15
SWIFT (GBP) and (USD)	15:30
SWIFT (EUR)	12:30

\* If we receive your payment instruction after the Cut-Off Time on a Working Day we will act on your instruction on the next Working Day.