

TERMS AND CONDITIONS

This document contains the general terms and conditions ("**Terms and Conditions**") which apply to your account with First Commercial Bank Ltd. They are based on current standards of good banking practice, which we will follow in the business covered by these Terms and Conditions. Please read them. They give you important information about the requirements, rights and privileges that you are subject to and possess as our customer. These Terms and Conditions are the general terms of the agreement that apply between you and us. They supersede any earlier terms and conditions applicable to your account.

In these Terms and Conditions:

- "**we**", "**us**" or "**our**" mean First Commercial Bank Ltd, having its head office at 30 Chungking S. Road, Sec. 1, Taipei, Taiwan, but acting through its London branch at 29 Wilson Street, London EC2M 2SJ (tel: +44 (0)20 7417 0000, email i921cashier@firstbank.com.tw, authorised in the United Kingdom by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Number: 204655) and registered in England & Wales Company Registration Number FC011028 and
- "**you**", "**your**" and "**yours**" mean the person or business entity in whose name the Account is opened.

Unless otherwise specified:

- references to a "**business day**" are to any day (excluding Saturday and Sunday) on which banks are open for general business in London and any geographic locations required to complete the transaction,
- references to your "**account**" are to any account established with us, and
- references to this "**agreement**" are to the agreement constituted by your acceptance of these Terms and Conditions.

Cancellation period

If you are a new customer, you have a period of 14 days from opening your account (or, if later, from receiving a copy of these Terms and Conditions) within which you may cancel your account. If you do so we will help you switch to another one of our accounts or we will give you your money back with any interest earned. We will ignore any notice period and will not impose any extra charges although normal charges for early withdrawal of fixed time deposits will apply (please see condition 4.18 below). To cancel your account, you must send us a written notice to our London branch using our contact details set out above. If you are an existing customer, you should refer to condition 13 if you object to any change in these Terms and Conditions. You can end this agreement at any time in accordance with condition 11.5 below.

If we agree to provide you with internet banking facilities this will be subject to our separate internet banking services terms and conditions, and those terms and conditions will prevail if there is any inconsistency with these Terms and Conditions.

1. Address

- 1.1 The address you give us in your account application form will be used as your contact address unless you instruct us otherwise.

- 1.2 You agree to inform us of any changes or additions to that address and, at our request, to provide us with a proof acceptable to us of your address.

2. Instructions

- 2.1 All your written instructions such as cheques, withdrawal slips, and letters given to us must bear your signature which matches the specimen kept in our file.
- 2.2 No instructions will be executed before we receive your original written instruction unless otherwise agreed.
- 2.3 The normal method by which you should send us instructions should be in writing, in English or Chinese, including the relevant account number and correctly signed. Subject to the further conditions set out below you may also give us instructions (if we have agreed with you to accept instructions in these ways) by email or through our online banking platform. Different security measures may apply across these communication channels for your safety.
- 2.4 Instructions sent via our online banking platform by logging on using your User ID, password and other security information constitute a written instruction to us for the purpose of these Terms and Conditions, but are only valid in the case of services offered through the online banking platform. We reserve the right at any time without notice to withdraw or suspend the availability of the online banking platform for security, technical, or any other reason.
- 2.5 We may refuse to act on any instructions if:
- (a) we doubt their authenticity or do not consider them clear enough;
 - (b) we believe that doing so might put us in violation of any law, regulation, rule, or obligation binding on us;
 - (c) you do not have sufficient cleared funds in your account;
 - (d) we have reasonable grounds to suspect that you will be unable to pay; or
 - (e) we have reasonable grounds to suspect an instruction to make a payment out of your account is connected to fraud.
- 2.6 If we refuse to act on any instruction we will inform you of this and of the reasons for it prior to or immediately after refusing the instruction, except when doing so would be unlawful or would compromise reasonable security measures. Once the reasons for refusing an instruction have ceased to exist, we will be able to accept a replacement instruction (if you wish to proceed) as soon as is practicable. We will process your instructions on the day on which we receive them except that:
- (a) instructions received on a non-business day will be treated as received on the next business day;
 - (b) instructions received after 3.30pm will be treated as received on the next business day unless we tell you that the payment will be processed immediately; and
 - (c) instructions for future dated payments will be treated as received on the proposed payment date, or the next business day after that date.

2.7 You may cancel instructions to us, including a cheque, standing order or direct debit, before we are committed to pay the cheque or to make the payment from your account. We may impose charges if you do so. Please see our fees schedule.

2.8 You agree to exercise reasonable care in drawing your cheques so as not to mislead us or to facilitate forgery.

3. Deposits And Payments Into Your Account

3.1 You can apply to open the following accounts in various currencies:

(a) Current Account: you may deposit by deposit slips (cheque) and withdraw by withdrawal slip (cheque) in Pounds Sterling ("**sterling**"). You may deposit and withdraw in United States Dollars ("**dollars**") or Euros ("**euro**") by bank transfer.

(b) Saving Account: you may deposit by deposit slip (cheque) and withdraw by withdrawal slip (cheque) in sterling. You may deposit and withdraw in dollars or euro by bank transfer.

(c) Time Deposit: a deposit (cheque) that is payable on a specified date or at the expiration of a specified time after the date of deposit may be made in sterling, Deposits in dollars or euro must be made by bank transfer.

3.2 Deposits may be made by direct credit or transfer from another bank, or by such other methods as we may agree from time to time.

3.3 Deposits and withdrawals in currencies other than sterling are subject to our prevailing exchange rate as determined by us and may be subject to a transaction fee whether being undertaken with an account using that currency or not. The time period for clearance will also vary between different currencies and payment types.

3.4 Various minimum balances will be applied to each different currency of deposit. These are currently £500 for sterling, \$1,000 for dollars and €1,000 for euro. No interest will be generated if your remaining balance is less than the required minimum. No interest will be paid on the credit balance on your current account unless otherwise agreed.

3.5 Your account will be credited with the amount we receive with same day value if the funds are received on a business day as direct credit or other paying-in instruction which is payable to you for value same day, unless there is reason to believe that any potentially fraudulent or criminal activity is taking place.

3.6 Cheques:

(a) Cheques payable to you paid into your account will be credited to the account in the expectation that they will clear.

(b) As a general rule, funds received by a sterling cheque are not available for withdrawal until at least 4 business days after the cheque is paid in.

(c) For cheques which are not issued by or deposited with a UK bank different cheque clearing procedures and longer time periods may apply.

(d) Paying cheques into your account will always be subject to cheque clearing cycles and the rules of any cheque clearing system used by us.

- (e) Where legal reasons require it, or in certain limited circumstances beyond our control, the payment of cheques may be prevented or take longer than the time periods set out in this condition.
- 3.7 We reserve the right to debit your account for the amounts paid into your account by cheques that are not honoured and other instructions which are unable to be completed. We will do so no later than the end of the 6th business day after the relevant amount was added to your account.
- 3.8 Paying-in instructions which are denominated in a currency that is not maintained in your account with us will be converted into sterling or the relevant currency as required at our prevailing exchange rate on the date of receipt and subject to our charges which we will deduct from your account as described in our current charging tariff.
- 3.9 At expiry, time deposits with us will either renew automatically for the same period or will be transferred to your current account, according to your request when you apply for the time deposit.
- 3.10 Where we have agreed to pay interest on any money in your account, we will pay interest on your credit balance at the rate or rates we set from time to time.
- 3.11 We will pay interest to you without the deduction of UK tax unless you are required by law to make any such deduction.
- 3.12 We will calculate interest daily on the amount you have in your account at our close of business. This will include the value of bank transfers paid in before 3.30pm on a business day. We will pay interest on cheques from the third business day after you pay them into your account.
- 3.13 Interest, where applicable, will be automatically credited to your account quarterly.

4. Payments Out of Your Account

- 4.1 If the cleared balance on your account is sufficient, you may make payments or withdrawals from your account. These may be made in the currency or currencies available to you as set out in condition 3.1.
- 4.2 You may transfer the funds to another bank or building society.
- 4.3 You may only write cheques in sterling. Payments may be made in the currency of your account or in other currencies subject to exchanging into those currencies first.
- 4.4 The following information is required for initiating bank transfers, bill payments, standing orders, direct debits or other payments out of your account:
 - (a) Recipient's Bank Name, Address and SWIFT/National code.
 - (b) Recipient's full Name, Address, Bank Account Number and where applicable Sort Code and/or IBAN (International Bank Account Number).
 - (c) The transaction date or start date.
 - (d) Your Account Number, Name and Address.
 - (e) Your signature matching that which we have on file.

- 4.5 We reserve the right to delay or not to process any transaction request that does not satisfy the necessary information requirements as detailed in condition 4.4.
- 4.6 In addition to our right under clause 4.5, when we receive an instruction from you to make a payment in sterling to another UK account and, by the end of that business day, we have reasonable grounds to suspect it has been made as a result of fraud or dishonesty (on the part of someone other than you), then we may also delay acting on it to ask you or someone else further questions about the instruction. The maximum time period for the delay will be four business days.
- 4.7 For standing orders or direct debits, the time period that the order or instruction is valid for is required in addition to the matters detailed in condition 4.4. This may be "until further notice".
- 4.8 For international payments we will place the amount of payment at the disposal of our correspondent, and our foreign correspondent will make payment or credit to the account of the payee funds current at the place of payment at our correspondent's buying rate for exchange on the date of payment, unless the payment is to be made in the currency of instruction.
- 4.9 We assume no further responsibility for the availability of the credit or for the payment of the funds to the beneficiary, or for the possible loss in exchange, all of which are assumed by you. All our charges and costs in connection with the transfers will be borne by you. Our fees are set out in our fees schedule. Fees of correspondent banks will vary. Our advice to our correspondent may be by telephone, cable, email, ordinary mail, or airmail, and that we may use plain language, code or special cipher.
- 4.10 No refund will be made by us if payment of a transfer has been made by our foreign correspondent to the purported beneficiary, even though upon erroneous identification by you of the beneficiary. If the transfer is not made, we will issue a refund upon receipt of confirmation from our foreign correspondent of the effective cancellation. In that case we will not be liable to refund you any amount in excess of the amount actually recovered and received by us from our correspondent, or the amount actually received by us of the proceeds of any sale of such exchange which may be returned to and received by us from our correspondent. You must reimburse to us any charges or expenses of our foreign correspondents, or agents or sub-agents not already paid.
- 4.11 We assume no obligation or undertakings in relation to transfers and remittances, except those expressly set out in these Terms and Conditions. We will not be liable for any result due to the late presentation of cheques or instruments of claim by the beneficiary.
- 4.12 Conditions 4.13 to 4.17 (inclusive) apply to payments subject to the Payment Services Regulations 2017 (or any applicable enactment that replaces them) (the "**Regulations**"). These conditions apply where payment is made from a payment account (as defined under the Regulations and guidance from the Financial Conduct Authority in the UK), the payment is within the UK (or is otherwise within the scope of the Regulations) and you are a consumer, micro-enterprise or small charity (for the purposes of the Regulations), and, in such a case, despite anything to the contrary in this Condition 4.
- 4.13 Payments will be credited to the payee's account as follows:
- (a) Payments in sterling or euro will (subject to (b) below) reach the institution holding the account by the end of the business day following receipt of your instructions.

- (b) Paper-based instructions for payments in sterling or euro will reach the institution holding the account by the end of the second business day following receipt of your instructions.
- (c) Payments not in sterling or euro will reach the institution holding the account by the end of the fourth business day following receipt of your instructions.

Different timescales apply to payments outside the Regulations or in another currency. Please contact us for details.

- 4.14 Where you require a currency conversion between euro and sterling, the payment will reach the institution holding the account by the end of the relevant periods mentioned in conditions 4.13 (a) and (b) where:

- (a) the receiving account is held in the UK; or
- (b) in the case of a cross-border payment, the cross-border transfer takes place in euro and in the EEA.

For other currency conversions, different timescales apply. Please contact us for details.

- 4.15 Where a payment which you have not authorised is debited to your account or in the case of non-execution or defective or late execution of a payment, you must tell us as soon as you become aware of it and in any event within 13 months of the debit date, or you may not be entitled to redress. Subject to such notification, and to conditions 4.16 and 9, we will refund the amount to you and, where applicable, restore your account to the state that it would have been in had the transaction not taken place. We may not refund you immediately if the circumstances of your request indicate that it is reasonable for us to carry out an investigation before making any refund.

- 4.16 In the case of a payment out of your account initiated by the payee, you may be entitled, to ask us to refund that payment in full if you do so within 8 weeks of the payment being debited and if:

- (a) the authorisation you gave us did not specify the exact amount of the payment; and
- (b) the amount of the payment exceeded the amount you could reasonably be expected to pay taking into account your previous spending pattern.

- 4.17 The refund right in condition 4.16 will not apply if:

- (a) you have given us consent to make the payment; and
- (b) if applicable, information on the payment was provided or made available to you by the payee or by us at least 4 weeks before the payment date.

- 4.18 You agree to complete cheques so that they are not easy to alter and not to create post-dated cheques. Examples of recommended precautions include using permanent ink, not leaving large gaps between words and never signing an incomplete cheque. We are not liable for any loss incurred as a result of us paying a post-dated cheque.

- 4.19 No early withdrawal of funds held in a time deposit account is permitted before maturity (except for cancellation within the first 14 days as detailed at the beginning of these Terms and Conditions). If you cancel within the first 14 days or if we allow you to withdraw funds otherwise before maturity, the following provisions will apply:

- (a) If the period of funds kept on deposit is less than 1 month, we will not pay you any interest on the deposit.
 - (b) If the period of funds kept on deposit exceeds 1 month but is less than 3 months, the interest rate shall be the rate quoted for the period of 1 month on the date the account was opened and the interest earned will be subject to a 20% reduction.
 - (c) If the period of funds kept on deposit exceeds 3 months but is less than 6 months, the interest rate shall be the rate quoted for the period of 3 months on the date the account was opened and the interest earned will be subject to a 20% reduction.
 - (d) If the period of funds kept on deposit exceeds 6 months but is less than 1 year, the interest rate will be the rate quoted for the period of 6 months on the date the account was opened and the interest earned will be subject to a 20% reduction.
- 4.20 You may stop a cheque you issued before that cheque has been presented and paid by us subject to our standard charge.
- 4.21 You may authorise us to pay or to stop paying any of your regular payment orders 3 business days before these would have been acted upon.
- 4.22 You agree to maintain a credit balance in your current account. If your account does not have enough cleared money to cover an amount you want to take out we may:
- (a) refuse to let you take the money out; and/or
 - (b) close your account.
- 4.23 Overdraft facilities are not available on any accounts for
- Individuals; or
 - small partnerships or unincorporated bodies consisting of or comprised of any persons who are not bodies corporate.
- 4.24 We may use any credit balance on any account (whether current, deposit or other account) with us to pay-off, settle or reduce any other amounts you owe us (whether by way of set-off, combination of accounts or otherwise), and whether such account is in your name or is held jointly with anyone else. We may convert funds from one currency to another for this purpose at our prevailing rate of exchange. We will notify you promptly if we have exercised any such right.

5. Joint Accounts

- 5.1 Where you have a joint account you authorise us to act on the instructions of any one of you unless you tell us otherwise in writing (including in any joint account mandate), but you are each responsible for all transactions carried out.
- 5.2 If any one of you dies or is incapacitated, you agree that once we have received documentation acceptable to us we may hold any credit balance to the order of the survivor or survivors of you. If there is no remaining account holder, subject to receipt of documentation acceptable to us of grant of probate, we will hold any assets in the account to the order of the person appearing to us to be the personal representative of the last account holder, unless we are notified to our satisfaction that another person is entitled to the assets.

- 5.3 You will be liable for any indebtedness owed to us individually and jointly. We may demand repayment from either, any, or all of you for the amount owed.

6. Statements And Other Information

- 6.1 We will provide you with statements showing the entries on your accounts since your last statement at monthly intervals or at a frequency you have agreed with us. We will usually send statements by post or email unless we agree otherwise. You agree to check the statement carefully and to inform us as soon as possible of any error or entry that is wrong or that has not been made in accordance with your instructions.
- 6.2 Statements are for information purposes only, and any figure given is calculated purely on information available at the time the statement is issued and is subject to revision.
- 6.3 We will correct any mistake we make to your account after you tell us or we notice it.
- 6.4 We will send statements to all account holders unless you have selected that we shall only send statements to one account holder.
- 6.5 You may request a copy of these Terms and Conditions, and any information to which you are entitled under any law or regulation, at any time while you hold an account with us.
- 6.6 We will provide you with our current interest rates and our prevailing exchange rates on request. In addition, details of our current interest rate will be available at our London branch at 29 Wilson Street, London EC2M 2SJ.

7. Personal Data

- 7.1 Please see our Privacy Notice.

8. Our Responsibilities And Liabilities

- 8.1 We will make payments in accordance with your instructions as long as they satisfy the provisions of these Terms and Conditions for that transaction type.
- 8.2 We will provide a record of your transactions with us containing a Reference code, the amount involved, relevant charges and the date of receipt.
- 8.3 We will attempt to the best of our ability to satisfy enquiries from you regarding the status of your payments given the information provided in condition 8.2.
- 8.4 Save to the extent conditions 4.13 to 4.17 are applicable and require otherwise, we are not responsible for payments undertaken on the basis of incorrect information provided by you and any resultant delays or losses.
- 8.5 We will make efforts to eliminate unauthorised payments and work with you to recover any losses except in the case of your fraudulent or grossly negligent behaviour.
- 8.6 We are not liable for any loss you may suffer in relation to our not providing or any delay in providing transfers or other banking services as a result of anything beyond our reasonable control, which includes but is not limited to:
- (a) industrial disputes;
 - (b) failure or fluctuation of power or telecommunications supplies;

- (c) any error or discrepancy in your instructions;
- (d) breakdown or interruption in equipment or communication, including, but not limited to, computer hardware or error or virus in any software;
- (e) delay in notifying you, or loss in transit, delay, error, mutilation or omission by a cable, wireless, telegraph company, or any domestic or foreign postal authorities;
- (f) a declared or undeclared war, censorship, blockade, insurrection, civil commotion;
- (g) any law decree, regulation or control of public authority or of domestic or foreign government, or any agency of any public authority or government, whether rightfully or wrongfully exercised, or because of any other act or cause beyond our control, our correspondents, agents or sub-agents; and/or
- (h) any failure or delay in the supply of services to us by any third party that is beyond our reasonable control.

All such risks are assumed by you (save to the extent conditions 4.13 to 4.17 are applicable and require otherwise).

- 8.7 Without limiting condition 8.6 we will not be liable for any indirect or consequential loss (meaning losses that are not a direct and natural result of a breach by us, such as loss of profit or loss of opportunity or damage to reputation) if we fail to act on your instructions or breach this agreement. If you consider that any such indirect or consequential loss may potentially be relevant and material, you should discuss this with us in advance of any service or product we provide.

9. Your Responsibilities And Liabilities

- 9.1 You must take all reasonable precautions to prevent fraudulent use of your account. You agree to keep all personalised security procedures (such as a code, PIN number, password or other personal identifier) relating to your account secret to prevent their unauthorised or fraudulent use.
- 9.2 You must notify us without undue delay by telephoning +44 (0)20 7417 0000 if you believe that:
- (a) any cheque has been forged;
 - (b) there has been any unauthorised or fraudulent use of your account;
 - (c) your cheque book or any personal identifier (such as PIN number or password) has been lost or stolen; or
 - (d) your account has otherwise been misused or is at risk of being misused.
- 9.3 You will be responsible for all losses on your account if you:
- (a) act fraudulently; or
 - (b) intentionally or with gross negligence fail to comply with your security obligations under conditions 9.1 or 9.2.
- 9.4 Except where condition 9.3 applies, you will be liable for up to £35 of any payment out of your account before you have told us of the loss, theft, misappropriation or unauthorised use of your

cheque book or account or if you suspect that someone has obtained the personal identifiers or system authorisations and/or validation codes relating to your account. After you have told us, you will not be liable for any later unauthorised payments out of your account on that occasion, unless you have acted fraudulently. You will not be liable up to £35 if the loss, theft or misappropriation was not detectable by you prior to the payment.

- 9.5 Instructions sent by email will be at your risk and you agree that we will not be responsible for any losses which result from our accepting or refusing to act on instructions received in this way. You agree to indemnify us and all our officers, employees, representatives and agents against any liabilities, damages, demands, costs or loss we or they reasonably incur or suffer by reason of acting on such instructions. This includes acting on instructions we receive by an email that purports to be from you.

10. Your Protection if You Are The Victim Of An Authorised Push Payment Scam

- 10.1 If you think you have been the victim of an authorised push payment scam, then you may be entitled to a refund. An authorised push payment scam (or “**APP scam**”) is where you have been tricked into:

- (a) making a payment for a different purpose than you expected; or
- (b) making a payment to a person who is not who you thought they were.

- 10.2 We will consider refunding you where you’ve been the victim of an APP scam if you have made a sterling payment from an account held with us using the Faster Payments Scheme or CHAPS to another UK account which you do not control, subject to certain conditions below.

- 10.3 You must tell us if you suspect you have been the victim of an APP scam. You should do so by telephoning +44 (0)20 7417 0000. When you tell us about a possible APP scam your request will be assessed by us on a case-by-case basis and we will always take into account all the relevant facts, including your personal circumstances, when considering your claim.

- 10.4 You may not get a refund if you were ‘grossly negligent’ (meaning, very careless) when making the payment. Examples of this include:

- Ignoring a warning from us, the police or another authority that you might be a fraud victim.
- When you know or suspect that you’ve been the victim of an APP scam and didn’t tell us quickly.
- Not giving us information we’ve reasonably asked for to help us investigate a possible APP scam.
- When you do not report the APP scam to the police or allow us to do so on your behalf. We do this in line with regulatory guidance to help identify and stop fraudsters.

- 10.5 You may not get a refund if you don’t tell us within 13 months of the final APP scam payment from your account. We also won’t refund payments for anything illegal. Many types of disputed payments are not APP scams, including where you have a commercial disagreement with someone you have legitimately purchased goods or services from. We will not provide a refund for these types of disputed payments. Finally, we will not provide you with a refund if you were involved in the APP scam or acted dishonestly in making your request.

- 10.6 If you are entitled to a refund, we'll do this within five business days unless we need extra information to investigate the request. We'll also only refund you up to the maximum amount set by our regulators, which is currently £85,000 per claim. This limit is subject to review by the regulators and may change from time to time. You can find the current limit on our website. We may decide to deduct up to £100 from the amount we refund you, known as an 'excess'. If we decide to deduct an excess you may not receive a refund if your request is for under £100.
- 10.7 If you are not happy with the outcome of a request you make for a refund, you can raise a complaint as explained in clause 18 of these Terms.
- 10.8 We can take back any refunded amount after giving you reasonable notice. We may do this if we later discover, or have good reason to believe, you acted fraudulently when making the request. We can also do this if we see that you've been refunded for the same loss by another organisation.
- 10.9 The protections in this clause apply if you are an individual as well as a 'microenterprise' or 'charity' and only to those payments (as described in this clause) made on or after 7 October 2024. We use 'microenterprise' to mean a business that employs fewer than 10 people and either has an annual turnover or balance sheet that is less than €2 million. We use charity to mean a UK charity with annual income of less than £1 million per year. If your payment was made before 7 October 2024, then please refer to clause 4 of these Terms for details of how we will treat your payment in similar circumstances.

11. Charges And Interest

- 11.1 Standard charges for account services are listed in our published tariff of charges, a copy of which will be provided to you. Further copies are available on request. Charges for services not listed will be advised upon request or at the time the service is offered.
- 11.2 We may vary all charges payable at our discretion at any time. Changes in the tariff of charges will be advised to you in advance on not less than 2 months' notice in writing or by notice displayed in our branch.
- 11.3 We are entitled to debit any of your accounts with any charges payable by you but we will usually debit the charges to the account to which the transaction relates.
- 11.4 We may vary the interest rate you pay to us or we pay to you at our discretion and from time to time in accordance with condition 14.
- 11.5 If any tax or other charge is required to be paid to any authority in connection with your account, we may make the payment and debit it from your account.

12. Closing Accounts And Inactive Accounts

- 12.1 We will be entitled to treat your account as an inactive account if there has been no activity on it for the past 12 months and you fail to maintain the minimum account balances as required, after sending a letter to you at your last known address and no answer being received after 21 days. We may close inactive accounts that have an account balance of zero. In other cases, we may freeze inactive accounts. If you wish to reactivate a frozen account, you should contact us using the contact details at the start of this agreement.
- 12.2 We will close your account if we receive instruction to do so from all account holders.

- 12.3 We may end this agreement and close your account immediately without being obliged to explain our reason for doing so to you. By way of example only, we may do so if:
- (a) you materially or persistently breach this agreement;
 - (b) you put us in a position where we might break a law or regulation or are at risk of action from a law enforcement agency, regulator or other government body;
 - (c) we reasonably suspect that you have given us false information;
 - (d) you break the law or we reasonably suspect that you have broken the law or that your account is being used for an illegal purpose;
 - (e) you behave in an abusive, threatening or violent manner towards our staff;
 - (f) you were not entitled to open the account or become ineligible to hold the account; or
 - (g) you become bankrupt.
- 12.4 We may also end this agreement and close your account or withdraw a particular type of account by giving you not less than two months' notice to do so.
- 12.5 You can end this agreement at any time by writing to us but this agreement only ends when:
- (a) any cheques and amounts owed on your account have been paid; and
 - (b) all cheque books have been sent back to us.
- 12.6 You agree to return all unused cheques when this agreement ends. These Terms and Conditions will continue to apply unless all monies you owe to us, including the amount of any cheques you have issued or any payments you have made which we have to pay after closure of your account, have been paid by you in full.

Subject to condition 11.6, if we close your account we will repay any credit balance to you, subject to the deduction of our administration charges. If we have reasonable grounds to consider that you are uncontactable, we will hold the funds to your credit.

13. Fraud Prevention

- 13.1 We reserve the right not to participate in any activity deemed suspicious until we have contacted you and resolved the position to our satisfaction by post, telephone or online as part of our fraud prevention effort.
- 13.2 We may take any action deemed appropriate to meet our obligations in the UK and worldwide in the prevention of fraud, money laundering and terrorist financing activities. As a result we may refuse to process any transaction that we deem unlawful or potentially unlawful.

14. Changes To Terms And Conditions

- 14.1 We may change these Terms and Condition at our discretion at any time. Subject to condition 14.3, we will give you at least 2 months prior written notice of any change.
- 14.2 If you do not accept a change we notify you of under condition 13.1 you must inform us before the change takes effect, failing which you will be deemed to have accepted the change. You will

have the right to terminate this agreement without charge before the proposed change takes effect. If you do so we will have to close your account.

- 14.3 Where a change to these Terms and Conditions is more favourable to you or is a change in the standard interest rates or exchange rates applying to your account, we may apply the change immediately and without prior notice to you.

15. Miscellaneous

- 15.1 A trustee or personal representative must normally sign an instruction to use a joint account. A trustee or personal representative cannot take money out of the account by phone.
- 15.2 If you die or are declared bankrupt or, being a company, go into liquidation or administration, we will still ask for any amounts owed on your account to be paid. If we do so, we will write to your representative, trustee in bankruptcy, liquidator or administrator as appropriate.

16. Transferring Rights Or Obligations Under This Agreement

We may transfer or assign our rights or obligations under this agreement or arrange for any other person or organisation (a "**transferee**") to carry out such rights or obligations. We will only do so if:

- (a) the transferee agrees to exercise the transferred rights and perform the transferred obligations in accordance with a statement of policy that we approve before the transfer; and
- (b) we reasonably think that the policy described in the statement will ensure that you are no less favourably treated after the transfer than you were before it.

17. Law

- 17.1 Any terms and conditions implied by law will also apply to our relationship with you unless varied by or inconsistent with any particular terms and conditions relating to an account or a service or these Terms and Conditions. If there is any inconsistency between such implied terms and conditions and these Terms and Conditions then these Terms and Conditions will prevail.
- 17.2 These Terms and Conditions and any non-contractual obligations arising out of or in connection with them are governed by English law and English courts have jurisdiction to settle any disputes.

18. Customer Service And Complaints

Although we set ourselves high standards, if our services do not meet your expectations and you are dissatisfied in some way, we would like to know and our staff will be pleased to help. If you are still not satisfied, please follow the steps below so that your complaint will be dealt with in the most efficient way possible. Complaints can be made by any reasonable means including by letter, telephone, in person or (where we have agreed to accept communications in this way) by e-mail.

- Step 1 Send full details of your complaint to the departmental manager who provides the service in question. Our branch address is 29 Wilson Street, London EC2M 2SJ (Tel: 020 7417 0000)

We will acknowledge your communication as soon as possible and additional investigations into your complaint will be undertaken.

- Step 2 If you are still unhappy with the resolution, you should write directly to the General Manager of this branch at the above address.
- Step 3 By the end of eight weeks after receipt of your complaint, should all of the above steps fail to resolve the issue, you may refer your complaint (if it is eligible) to:

The Financial Ombudsman Service
South Quay Plaza,
183 Marsh Wall,
London E14 9SR
Tel: 0800 023 4567
E-mail: enquires@financial-ombudsman.org.uk

The Ombudsman is an independent adjudicator who can investigate and make a decision about outstanding disputes. They will only deal with a complaint once it has gone through our internal complaint resolution process and remains unresolved.

We are a member of the Financial Ombudsman Service Scheme and are covered by the Financial Ombudsman Service. The complaint procedure outlined above does not affect your legal rights.