

# Customer Terms and Conditions for Client Accounts (Jan 2021)

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## Contents

**A** Customer Terms and Conditions for Client Accounts 2-23

These are the terms and conditions under which Jordan International Bank PLC provides services to you, our Customer, in relation to your Account (as defined below).

We have done our best to provide you with these Terms and Conditions in plain English. However, this is a contractual document that sets out the rights and the obligations of the Bank and of you as our Customer, and it is necessary to use technical terminology in order to present these rights and obligations correctly.

## ■ Customer Terms and Conditions

### 1. Definitions

These Terms employ various definitions, as follows:

<b>Your Account</b>	each deposit, savings or current account that you open and hold with us from time to time
<b>Application Form</b>	the application form for the opening of your Account which, among other things, specifies the type of Account that you have asked us to open
<b>Agreement</b>	your agreement with the Bank for the opening and operation of your Account and for the provision to you of such other services as may be agreed from time to time, as amended from time to time in accordance with the terms set out in these Terms. It is comprised of: <ul style="list-style-type: none"> <li>(1) these Terms;</li> <li>(2) the Schedule of Charges</li> <li>(3) the Application Form; and</li> <li>(4) such other material, notices or communications which we provide to you from time to time and which we state are to be treated as being part of the Agreement</li> </ul>
<b>The Bank, we, us and our</b>	refers to Jordan International Bank PLC and also its successors and anyone to whom the Bank transfers its rights and obligations in respect of an Account
<b>Business Day</b>	between 09:00 and 17:00 on a day on which banks in the City of London are generally open for non- automated business (other than where this is a Saturday, a Sunday or a public holiday in any part of the United Kingdom)
<b>Customer, you and your</b>	refers to you, the Bank's customer
<b>Financial Ombudsman Service (FOS)</b>	The Financial Ombudsman Service settles complaints between consumers and businesses that provide financial services
<b>Financial Services Compensation Scheme (FSCS)</b>	FSCS is the UK's statutory deposit guarantee scheme. Jordan International Bank PLC is covered by the FSCS. The FSCS pays compensation to eligible depositors if a bank is unable to meet its financial obligations. Most depositors are covered by the scheme.
<b>General Rules and Regulations</b>	refers to all of the applicable laws, rules and regulations that govern the operation of our business and impact on our relationship with you and our other customers.

**Payment Tool**

means any physical or digital device, or any procedures, which are personalised to you and which you use either to identify yourself to us (for example, over the telephone or in online or mobile banking), or to give your consent to a payment being made. Examples of Payment Tool include:

- (1) a physical device, such as a card or hard token;
- (2) a digital version of a physical device, such as the equivalent of card details stored electronically on a device (e.g. computer or mobile phone), for example Apply Pay, or a digital token;
- (3) security procedures you have to use, such as entering a PIN, password, memorable information, numbers generated using an electronic token, one-time passwords and biometric information such as a fingerprint.

**Your Relationship Manager**

means the member of the Bank's staff who is specifically designated as your principal point of contact within the Bank for the discussion of your Account and of all business matters between yourself and the Bank. Prior to your receiving these Terms and your Application Form, he or she will have made himself - or herself known to you

**These Terms**

means the terms and conditions of the Bank set out in this document

**Third Party Provider**

means any online provider that you authorise to access information relating to a current Account, or to give us payment instructions in relation to a current Account. Third Party Providers will have access to all the information on your Account and will be able to make payments out of your Account, as if they were you, if you give them this authority. Many Third Party Providers will be authorised by the UK Financial Conduct Authority, or by the equivalent regulatory body in another country in the European Economic Area. You should be able to check this with the relevant regulator

**2. Preliminaries**

**2.1 Our incorporation, regulatory status etc.**

2.1.1 Jordan International Bank PLC is authorised and regulated in the United Kingdom by the Prudential Regulation Authority and is regulated for the conduct of its business by the Financial Conduct Authority. The Financial Services Register number is 183722.

2.1.2 The Bank is incorporated as a public limited company in England and Wales with company number 01814093 and we operate our business from our registered office address, namely Almack House, 26-28 King Street, London, SW1Y 6QW.

**2.2 Right to decline**

We reserve the right to decline to open an account for you without giving you any reason for our decision. We are not liable for any costs, expenses or losses which you may incur in such circumstances.

**2.3 Documentary basis of your relationship with the Bank**

Your contract with the Bank in relation to your Account is made up of the Agreement, as amended from time to time. You have a right to receive a copy of the Agreement at any time while you hold an Account with us.

**2.4 Personal or Business Account Customer**

The Application Form will determine whether you are contracting with the Bank as a Personal Account Customer or a Business Account Customer. These Terms are generic to all Accounts opened at the Bank, though specific provisions in them (which will be clearly designated) apply only to Personal Account Customers. For these purposes:

2.4.1 A Personal Account Customer is an individual or a trustee or other representative for an individual, where your Account has been opened for purely personal, non-commercial use; and

2.4.2 A Business Account Customer is:

2.4.2.1 any body corporate or unincorporated entity; as well as

2.4.2.2 any individual who has notified the Bank that he or she requires the Account for business purposes.

**2.5 Application Form and supporting information**

Before we are able to open your Account or provide you with any further services, you will need to complete the Application Form and return the original signed form to us. In addition to the Application Form, there is certain information that we will need from you in order to comply with various legal requirements such as anti-money laundering regulations, as well as our own risk management procedures. This should be discussed with your Relationship Manager upon application, but for example will include:

2.5.1 identity or identification documents;

2.5.2 references, if required;

2.5.3 details of the purpose of your Account;

2.5.4 details of the source of funds to be deposited into your Account; and

2.5.5 details of the source of your underlying wealth.

2.6 When these Terms come into force

Your Agreement with us will come into force from the last to occur of the following:

- 2.6.1 The date on which you complete and return to the Bank the Application Form provided to you;
- 2.6.2 The date on which all further details and information sought in accordance with 2.5 above is provided in a form satisfactory to the Bank;
- 2.6.3 The date on which you transfer to or deposit with the Bank the initial amount to be credited to your Account; or
- 2.6.4 The date on which the Bank completes all required identification procedures in relation to you and to the source of your funds, as required under General Rules and Regulations.

2.7 Introductions to third party service providers

- 2.7.1 If you ask us for information about a product or service that we do not provide, we may be able to give you the details of a third party provider who might be able to provide that product or service to you. We will not share your details with any third party provider in these circumstances unless we have your explicit written/verbal authorisation to do so.
- 2.7.2 If we introduce you to a third party provider and they provide products or services to you, they may pay us a fee or commission for introducing you to them.
- 2.7.3 Unless we tell you otherwise, third party providers are not connected to us or and they are not part of our group. If we introduce you to a third party provider:
  - 2.7.3.1 we will not be endorsing the third party service provider;
  - 2.7.3.2 we will not be recommending their products or services, or advising you on the suitability of those products or services for your needs;
  - 2.7.3.3 we will not be a party to any contract you enter into with them; and
  - 2.7.3.4 we will not be liable in any way if you are unhappy with the products or services provided by them, or have any legal claim against them.

**3. Your Account**

3.1 Upon the coming into force of the Agreement, the Bank will open for you:

- 3.1.1 a current account in the relevant currency, which will be available for making payments into and out of that Account and into or out of any fixed term deposit Account or notice Account you hold with us; and
- 3.1.2 any other Account(s) you have applied for in the Application Form.

3.2 The Bank will open such further or other Accounts as you may additionally require from time to time for the purposes of the service which the Bank provides to you.

**4. Minimum Account Balance**

- 4.1 We reserve the right from time to time to impose or change the minimum balance requirement for your Account.
- 4.2 We will tell you in writing if a minimum balance applies to your Account before you open it and if we propose to change this minimum balance, or introduce a new minimum balance requirement, we will give you two months' notice of the new minimum balance for your Account.
- 4.3 If we impose a minimum balance and you do not maintain that amount in your Account, we will charge your Account in accordance with its Schedule of Charges or we may (if we choose to do so) close your Account entirely and return the funds in it to you (less any fees or other amounts that you owe us)

**5. Keeping each other informed**

**5.1 Keeping us up to date**

5.1.1 It is essential that you keep us informed of any changes to your situation, contact or personal details or any other important changes that are relevant to us. Examples of the details you should keep us up to date on include changes to any of the following:

- 5.1.1.1 Name
- 5.1.1.2 nationality (please see below on “Tax authorities abroad”)
- 5.1.1.3 correspondence address (we may require proof of address before changing our records)
- 5.1.1.4 residential address (we may require proof of address before changing our records)
- 5.1.1.5 telephone number (including mobile number)
- 5.1.1.6 fax number
- 5.1.1.7 e-mail address
- 5.1.1.8 signature.

5.1.2 In addition to the above information, you agree to tell us as soon as is reasonably possible if any event occurs which would cause us, acting reasonably, to consider terminating an Account. This includes, but is not limited to the following:

- 5.1.2.1 you are declared bankrupt (or for a corporate entity, insolvent, or placed into liquidation or under administration) in any jurisdiction or are unable to pay your debts as they fall due;
- 5.1.2.2 you are convicted in any jurisdiction of a criminal offence for which a person is liable on conviction to imprisonment (whether or not also liable to any other penalty); or
- 5.1.2.3 you are under investigation in any jurisdiction in respect of any allegation of, or relating to, financial impropriety, insider dealing, corporate misconduct, breach of international sanctions, corruption, money laundering, trafficking in drugs or other illegal goods or terrorism.

**5.2 Tax authorities abroad**

5.2.1 You must tell us your nationality and if/when this changes, including also if you have dual nationality especially if you have or become a U.S. person, so that we can meet our obligations under FATCA (the Foreign Account Tax Compliance Act of the United States). We cannot offer any advice relating to FATCA, and we recommend customers contact a professional tax adviser to discuss your personal tax situation if needed.

5.2.2 You may have tax liability in another jurisdiction in respect of the interest we pay you on your Account. You must inform us of your tax status or circumstances and any changes to these.

5.2.3 If we have reason to think that you are required to report your income or that you are subject to tax in another country, we may have to share information about your Account with the relevant tax authorities. If we need to request extra documents or information from you about this, you must supply it. If you do not, we may close your Account or, if we are required by law, we may withhold parts of certain payments received into your Account, and pass these to the relevant tax authorities.

5.2.4 It is your sole responsibility to report all taxable income, and to pay any applicable tax, to the relevant tax authorities.

5.2.5 We cannot provide tax advice in respect of any Account. You should obtain your own advice from a suitably qualified tax advisor.

**5.3 Sending you information**

5.3.1 We will send you any letter, email, text, SMS, notice, correspondence, cheque or other document (“**Communications**”) to the correspondence address we hold for you on our records, unless you otherwise instruct us in writing. We are not liable for any losses you may suffer as a result of your failure to advise us of any changes in your address or other details.

5.3.2 Any Communications sent to you by post, will be treated as having been received with in 5 Business Days following postage (unless we establish it to have been received earlier). Any Communications sent to you by email, text or SMS will be treated as having been received on the next Business Day after it was sent to you (unless we establish it to have been received earlier).

5.4 Statements and other Account information

5.4.1 We will send you Account statements and Communications to the correspondence address we hold for you on our records. In the case of current Account statements, we will send these to you in accordance with your instructions when you opened your account (i.e. monthly, quarterly, half-yearly or annually). In the case of other Account statements, we will usually send these to you annually. You may opt to stop receiving statements by post.

5.5 Keeping your Account information safe

Upon receiving statements and any other Communications from us, you must check them carefully for any irregular or incorrect transactions and contact us as soon as is reasonably possible if you have any concerns. It is your responsibility to keep information about your Account confidential and do all you reasonably can to safeguard it against unauthorised use.

5.6 Communication language

This Agreement is in English and all communications from the Bank to you will be in English, and the Bank may reasonably require that all communications from you to the Bank shall be in English.

**6. Account operation**

6.1 Using your Account

You can only use your Account for the purpose for which it has been opened (as stated in the Application Form or otherwise agreed with your Relationship Manager). If you have opened your Account for personal use, then you may not use your Account for business purposes.

6.2 How to give us instructions

Subject to the terms of our Agreement with you, we will carry out instructions relating to your Account accurately and promptly. You can give us instructions, or cancel instructions, in the ways set out below. You will also be treated as having given consent to us following your instruction or cancellation instruction, as follows:

6.2.1 in person at our office, by confirming your instruction orally or by signing a form;

6.2.2 in writing (including by post, email or fax), by signing the instruction. If you send us an instruction by email we will call you to ask you to confirm your instruction. In the case of an email instruction, we will not treat your instruction as received until you have confirmed the instruction over the phone;

6.2.3 by telephone, or in online or mobile banking (where available), by successfully completing the necessary security procedures and confirming your instruction; or

6.2.4 by using a Payment Tool.

We will tell you if for any reason you cannot use any of these methods for a particular Account or service.

6.3 Certain forms of communication are not completely secure and you must take adequate precautions to ensure that others do not access, read or use your information without your consent. We advise against you using emails to send to us confidential information. We will not be liable if due to circumstances beyond our reasonable control communications are intercepted, delayed, corrupted, not received or received by someone other than you.

6.4 To keep your money safe and to avoid mistakes, we will only follow instructions if we think that they:

6.4.1 are **complete**: meaning that they contain all the information we need;

6.4.2 are **clear**: meaning that we can understand the instructions without problems. Unless an instruction is obviously wrong, we will assume you have given us the correct information (e.g. we will assume that the payment details you have given are correct); and

6.4.3 **come from you**: we will take steps to check instructions which we reasonably consider to be unusual before we act.

6.5 Authorising someone else to give instructions

- 6.5.1 You can authorise another person to operate your Account for you, by completing our Authorised Signatory Mandate. If you do so and we receive and accept the Mandate, we will deal with that person as if he or she were you for the purposes of these Terms and Conditions, but we will only use information about that person to allow him or her to run the Account.
- 6.5.2 If you have a current Account that you can access through online or mobile banking, you can also authorise a Third Party Provider to access information relating to your Account and/or to give us payment instructions relating to your Account.

6.6 Receipt and cancellation of instructions

- 6.6.1 Any instruction to make an electronic payment will generally be treated by us as having been received by us at the time we actually receive your consent to make the payment. The exceptions are set out below.
- 6.6.2 If we receive your payment instruction after the cut off time on a Business Day set out under 6.10 below, or on a day that is not a Business Day, your instruction will be treated as being received by us on the following Business Day.
- 6.6.3 If you have given us a payment instruction for a payment to be made on a future date, or on the date you provide funds to make the payment, then your payment instruction will be treated as being received on that date.
- 6.6.4 Except in the case of a payment instruction for a payment to be made on a future date, you cannot cancel your instruction once we have received it. However, if you give us a payment instruction for a payment to be made on a future date, you can cancel your instruction at any time up to the end of the Business Day before that date.

6.7 When we do not have to follow your instructions

Subject to these Terms and Conditions, we will generally carry out your instructions if they are legal. However, we do not have to follow an instruction, or we may delay doing so, if:

- 6.7.1 it is incomplete or unclear, or we do not think it came from you;
- 6.7.2 it is contrary to any Authorised Signatory Mandate in place at the time;
- 6.7.3 by carrying out the instruction we might break a law, regulation, code or other duty that applies to us, or it might expose us to claims from third parties;
- 6.7.4 we reasonably think a payment into or out of an Account is connected to fraud or any other criminal activity, including where the funds are being obtained through deception;
- 6.7.5 it is to make a payment to an account that cannot accept payments through the payment system we normally use. In this case, we will tell you if there is another way to make the payment (there may be a charge for other methods);
- 6.7.6 we reasonably believe that following the instruction might expose us (or a company in our group) to legal action or censure from any government, regulator or law enforcement agency;
- 6.7.7 we need to carry out further checks in order to comply with General Rules and Regulations;
- 6.7.8 there is a dispute (which we reasonably think is genuine) about who owns or is entitled to the money in the Account, or we are informed that there is a dispute between joint Account holders;
- 6.7.9 you have broken the terms of the Agreement with us in a way that we reasonably think justifies us in refusing or delaying your payment, and you have not put this right;
- 6.7.10 you (or in the case of joint Account holders, any of you) are subject to a court order relating to your bankruptcy, insolvency or administration;
- 6.7.11 we intend to exercise our rights under 11.5 below;
- 6.7.12 you have attempted to give us an instruction through online or mobile banking, and we have suspended or blocked your access under 12 below;
- 6.7.13 it is for a payment involving one or more of a limited number of listed countries where we will not trade (we will tell you which countries these are if you ask us); or



6.7.14 you do not have the available funds to make the payment (and/or to cover the amount of any charge) or you have exceeded a limit we have applied to your Account (for example we may apply limits to certain types of payment). In calculating how much is available in your Account, we may take into account transactions (such as card transactions) which have been authorised by us but not yet processed.

## 6.8 Deposits

6.8.1 We accept deposits in principle; however we may reasonably decline to accept a deposit (whether by you or any other person) if:

6.8.1.1 the payment instruction is incomplete or unclear;

6.8.1.2 by accepting the deposit we might break a law, regulation, code or other duty that applies to us, or it might expose us to claims from third parties;

6.8.1.3 we reasonably believe that a payment into the Account is connected to fraud or any other criminal activity, including where the funds are being obtained through deception; or

6.8.1.4 we reasonably believe that accepting the deposit might expose us (or a company in our group) to legal action or censure from any government, regulator or law enforcement agency.

6.8.2 Funds may be deposited into your Account by:

6.8.2.1 a cheque sent direct to us (please see section on "cheques" below for further details);

6.8.2.2 a SWIFT/telegraphic transfer or other electronic payment system compatible with our systems and processes; or

6.8.2.3 standing order from another bank or building society.

6.8.3 Deposits by standing order or any other form of electronic payment will be credited to your current Account once we receive cleared funds.

6.8.4 Deposits by cheque in any of the foreign currencies from time to time acceptable to us will be negotiated or collected, subject to our fees which will be deducted from the proceeds (please see our Schedule of Charges). For these purposes:

6.8.4.1 **Collected** means, if you are happy to wait for the funds, we can collect the cheque. This means we send it to the paying bank for you. We then have to wait for the payment from the paying bank. The time this takes depends on each bank and the country it is based in. We will then pay you the amount of cleared funds, either in the foreign currency if you have an account with us in that currency, or converted into Sterling using our reference exchange rate at the time of the conversion.

6.8.4.2 **Negotiated** means, if you need funds more quickly, then for certain countries and currencies we can at our sole discretion negotiate the cheque. This means we need to trust that the cheque will clear, and pay the money into your Account in advance on a date agreed with you, converted into Sterling using our reference exchange rate at the time of the conversion. However, if we do so and the other bank returns the cheque or asks for the money to be returned to it, then we will have to take the money from your Account again. The amount we send back to the other bank is likely to be different from the amount we paid in. This will happen if the reference exchange rate has changed or if we deduct charges for the costs we incurred in trying to get the money for you.

## 6.9 Fixed term deposit accounts and notice accounts

6.9.1 Our fixed term deposit accounts typically run for periods of one week, one month, three months, six months or 12 months ("the deposit period"), and at the end of a deposit period, unless we have been instructed by you to terminate the given deposit and pay the deposited sum plus interest to you (or to your order), the given deposit will roll over into a further deposit period on the same terms as previously.

6.9.2 Interest on a fixed term deposit is credited at the end of the deposit period.

6.9.3 You may give us notice to break a fixed term deposit on a date prior to the end of the relevant deposit period. If you do so, then we will charge your Account the greater of:

6.9.3.1 £100; or

6.9.3.2 1% of the moneys withdrawn

representing the cost to us (or a fair pre-estimate of such cost) of purchasing funds in the market in order to repay the deposit on the date on which the notified break is to take effect.

6.9.4 Our notice accounts typically run for periods of 31 or 96 days ("the notice period") and at the end of a notice period, unless we have been instructed by you to terminate the given notice account and pay the deposited sum plus interest to you (or to your order), the given notice account will roll over into a further notice period on the same terms as previously.

6.9.5 Interest on notice accounts accrues daily, and is credited:

6.9.5.1 in full at the end of the notice period; or

6.9.5.2 proportionately if the notice account is terminated before the end of the notice period, but subject to 6.9.6 below.

Please note that interest rates for our notice accounts are based upon the Bank's variable interest rates, which fluctuate in accordance with the market. Details of applicable and historic rates can be obtained from us.

6.9.6 You may give us notice to withdraw from a notice account on a date prior to the end of the relevant notice period. If you do so, the following charges will be incurred: :

6.9.6.1 On a 31 day notice account, we will charge 1% of the moneys withdrawn.

6.9.6.2 On a 96 day notice account, we allow an early withdrawal of not more than 10% of the principal value without any charge. Where the early withdrawal amount exceeds 10%, we will charge 1% of the additional moneys withdrawn;

representing the cost to us (or a fair pre-estimate of such cost) of purchasing funds in the market in order to repay the deposit on the date on which the notified withdrawal is to take effect.

6.9.7 Please note that 6.11 below is also relevant to instructions to break a fixed term deposit or withdraw from a notice account.

6.9.8 The Bank publishes the applicable interest rates for fixed term deposit accounts and notice accounts, and further information and terms applicable to them, in a separate Rate Sheet, which should be read in conjunction with this section 6.9.

## 6.10 Cut Off times

6.10.1 "Cut off time" means the UK time before which a transaction or a request should be made by you in order to be processed on the same Business Day. Cut off times depend on the "cut off" time for the particular method of making or receiving payments.

6.10.1.1 If you give us a payment instruction before 12.00 pm on a Business Day for same day processing, we will process it that Business Day (please note this includes payments in Sterling or Euro to banks inside the European Economic Area).

6.10.1.2 instructions in relation to currencies other than Sterling or US Dollars received after 12.00 pm on a Business Day will be processed on the next Business Day (please note this includes payments in Euro to banks inside the European Economic Area).

6.10.1.3 However, we will action payments in Sterling and US Dollars on the same Business Day if the instructions are received no later than 2.00 pm. Instructions received after that time will be processed on the next Business Day (please note this includes payments in Sterling to banks inside the European Economic Area).

For avoidance of doubt, the times referred to in this provision are times of day in the United Kingdom on given Business Day.

- 6.10.2 Please note that we are unable to guarantee the transaction time of any payment where the payment is being made to a bank outside the European Economic Area, or the payment is being made in a currency other than Sterling, Euro or another currency of a member state of the European Economic Area. Provided we have not acted negligently, we cannot be held liable for any loss incurred as a result of any delay in payment.

6.11 Withdrawals

- 6.11.1 There is no limit on the amount that you may withdraw in any single transaction, provided you have sufficient money in your Account and subject to any minimum balance requirements.
- 6.11.2 Should you require over £20,000 (or foreign currency equivalent) in cash please ensure that we are given at least two Business Days' prior notice.
- 6.11.3 Only money in your Account which is available for you to use may be withdrawn.
- 6.11.4 An amount that has been deposited by Sterling cheque drawn on a UK bank may (subject to any delay in the UK cheque clearing system) be withdrawn from the Account six Business Days after receipt (please see section on "Cheques" below for further details).
- 6.11.5 We may, at our sole discretion, act on a payment instruction that may cause your Account to fall below the minimum balance.
- 6.11.6 If requested, withdrawals from a current Account may be made by cash, cheque, direct debit, standing order, bankers' draft, CHAPS, Faster Payment or SWIFT transfer and are subject to the fees set out in the Schedule of Charges. Withdrawals from a notice Account or from a fixed term deposit Account can only be made by cash, cheque, CHAPS, Faster Payment or SWIFT transfer. For electronic payments in Sterling in the UK, you must give us the correct sort code and account number of the payee's account. For payments in other currencies or overseas, you must give us the correct SWIFT code, BIC or IBAN of the payee's account. We may, in addition to this information, ask you for further information in order to process the payment and/or to comply with General Rules and Regulations.
- 6.11.7 All currencies except Sterling will be sent at our reference exchange rate at the time of the conversion unless prior arrangements have been made with us

6.12 Cheques

- 6.12.1 The Bank will provide you, at your request, with a cheque book in US Dollar, Sterling or Euro if you maintain an account as part of your Account in the requisite currency.
- 6.12.2 We have no obligation to cover a payment when a cheque is drawn in a currency other than the currency in which your Account is held and presented for payment, but if (at our discretion) we agree to cover the payment we will convert the amount into the currency of the Account to cover the payment, at our reference exchange rate at the time.
- 6.12.3 You may stop a cheque that you have written up to 24 hours prior to it being withdrawn from the Account by telephoning us and providing full details of the cheque. We may charge for such service and may debit the Account in accordance with our Schedule of Charges. You must confirm your instructions to us in writing.
- 6.12.4 A cheque issued by you is treated as out of date six months after the date on the cheque. If presented, such cheques will be returned unpaid to the collecting bank with the notice "out of date".
- 6.12.5 We strongly recommend that you do not post-date cheques, because we can still pay them even if they are post-dated.

- 6.12.6 If the cheque you are paying into your Account is in Sterling and drawn on a UK bank, then the cheque clearing process will be as follows (subject to any delay in the UK cheque clearing system):
- 6.12.6.1 Day 0: we receive an image of the cheque at our office;
  - 6.12.6.2 Day 1: (i.e. 1 Business Day later): you start to earn interest (where payable) on the amount of the cheque;
  - 6.12.6.3 Day 1: the amount is available in your Account; and
  - 6.12.6.4 End of day 1: the amount cannot be returned unpaid (i.e. it cannot 'bounce') after the end of this day, except in the case of fraud.

6.13 Cheques returned unpaid

If a cheque that you are seeking to pay into your Account is returned unpaid by the bank on which it is drawn, we shall be entitled to deduct the amount of that unpaid cheque from the Account (if previously credited to it) together with any interest we may have accrued on the unpaid cheque, and to charge your Account in accordance with its Schedule of Charges.

**7. Joint Accounts**

The terms and conditions below apply if you hold an account jointly with others. Each of you is responsible for obligations on the Account.

7.1 If you have an Account that can be operated in joint names ("the Joint Account"):

- 7.1.1 You are both responsible (individually and together) for any money owed to us on the Joint Account; and
- 7.1.2 Unless you have jointly instructed us otherwise, each of you can use the Joint Account on your own, without the other's approval (this includes instructions to close the Joint Account).

7.2 The right of each of you to operate the Joint Account on your own is on the condition that we do not receive notice of a dispute between the Joint Account holders. If one of you tells us of a dispute or if we reasonably think that there is a disagreement about who owns or is entitled to control the money in the Joint Account:

- 7.2.1 we may freeze all or any part of the funds in the Joint Account without notice to you and without being liable for any loss arising from freezing the Joint Account;
- 7.2.2 any instructions will need the agreement of all persons whom we recognise as parties to the Joint Account;
- 7.2.3 we can suspend some services on the Joint Account;
- 7.2.4 we can ask you to return cheques. Until they are returned, transactions may still be deducted from the Joint Account; and
- 7.2.5 you are still responsible to us individually and together for any money owed to us on the Joint Account.

7.3 If the relationship between you ends, we will ask you for joint instructions as to whether the Account should be closed or transferred into the sole name of one of you. We will only transfer the Joint Account into the sole name of one of you if all Account holders agree and all cheque books are returned from the other Account holder(s) and we are satisfied that you have sufficient financial standing to run the Account alone.

7.4 If one of you dies, the Account belongs to the remaining Account holder. If there is no Account holder who survives, we will freeze the Joint Account. This means that all standing orders will be cancelled; and the money in your account will normally be held by us until we receive the right forms from the representatives of the estate of the last to have died of the original joint holders.

**8. Daily fees and charges and notification of changes**

8.1 Schedule of Charges

You agree to pay all applicable charges for all services listed in the Schedule of Charges in connection with the operation of your Account.

## 8.2 Variation of charges

We can introduce a new charge, or increase, decrease or abolish an existing charge, for any of the following reasons:

- 8.2.1 to reflect changes in our costs in providing Accounts, for example changes in market conditions, technology costs, inflation and/or the costs of providing services and facilities;
- 8.2.2 to reflect any changes in our business organisation (for example, if we merge with another bank or transfer our banking business to another bank);
- 8.2.3 to reflect any change in law, regulation, codes of practice or guidance, or a recommendation, decision or order of a court, ombudsman, regulator or government body;
- 8.2.4 to reflect any cost associated with any new product or service we introduce, or any new feature on an existing product or service;
- 8.2.5 to take account of other changes, if we reasonably believe it is fair to pass the impact of those changes on to you; or
- 8.2.6 to benefit you.

In each case, we will act reasonably and any change will be proportionate to the circumstances giving rise to the change.

## 8.3 Variation of charges (other than charges relating to electronic payments)

If we introduce a charge, or increase an existing charge, which relates to the day-to-day running of your Account, we will give you at least thirty (30) days' personal notice before the change comes into effect. If the change does not relate to the day-to-day running of your Account, we will tell you about the change by posting a notice on our website within thirty (30) days of the change. If you wish to close or switch your Account during the thirty (30) day period, the normal notice period for closure will not apply.

- 8.4 If we reduce or abolish a charge, we will tell you about the change by posting a notice on our website within thirty (30) days of the change.

## 8.5 Variation of charges relating to electronic payments

If we introduce a charge, or increase, reduce or abolish an existing charge, which relates to electronic payments into or out of your Account, we will give you personal notice of the change at least two (2) months prior to the change. You can close your Account at any time before the change comes into effect and the normal notice period for closure will not apply. If you do not close your Account, you will be treated as having accepted the changes.

- 8.6 There may be other taxes or costs that are not paid through us or charged by us.

## 9. **Interest**

### 9.1 Paying interest

Before you open an Account we will tell you if we will pay you interest on the money in it, and how much.

### 9.2 Changes to interest rates

We can change interest rates on Accounts at any time for any of the following reasons:

- 9.2.1 to reflect changes in the Bank of England base rate, any rate that replaces it, or any other external interest rate that affects the cost to us of holding money on deposit and/or lending money to borrowers;
- 9.2.2 to reflect other changes in our costs in providing Accounts, for example changes in market conditions, technology costs, inflation and/or the costs of providing services and facilities;
- 9.2.3 to reflect any changes in our business organisation (for example, if we merge with another bank or transfer our banking business to another bank);
- 9.2.4 to reflect any change in law, regulation, codes of practice or guidance, or a recommendation, decision or order of a court, ombudsman, regulator or government body;
- 9.2.5 to take account of other changes, if we reasonably believe it is fair to pass the impact of those changes on to you; or
- 9.2.6 to benefit you.

In each case, we will act reasonably and any change will be proportionate to the circumstances giving rise to the change.

9.3 Where your Account is a current Account and the change is a reduction in the interest rate on the Account, we will give you personal notice of the change two (2) months prior to the change. You can close your Account at any time before the change comes into effect and the normal notice period for closure will not apply. If you do not close your Account, you will be treated as having accepted the changes.

9.4 Where the change is a reduction in the interest rate on a notice Account, we will give you personal notice of the change as follows:

9.4.1 we will give you thirty (30) days' prior notice before the change takes effect. If you wish to close or switch your Account at any time before the change comes into effect, the normal notice period for closure will not apply. If you do not close or switch your Account during this period, you will be treated as having accepted the changes.

9.5 Where we increase the interest rate on an Account, we will tell you about this by posting a notice on our website within thirty (30) days of the change.

#### 9.6 Interest on funds credited

9.6.1 All currency deposits paid into your Account by electronic means (e.g. telegraphic transfer or SWIFT) are classed as cleared funds and provided that they have been received by us on a Business Day prior to 12.00 pm UK time, (please see 6.10 cut off times) receive interest where applicable, on and from that Business Day. Funds received after this time will be classed as cleared funds and receive interest on and from the next Business Day.

9.6.2 Sterling cheque deposits drawn on a UK bank and paid into the Account will accrue interest on the amount of the cheque from the fourth Business Day after presentation to your Account.

9.6.3 Non-Sterling cheque deposits paid into your Account are classed as cleared funds and accrue interest the next Business Day after we have received good value. This will depend upon whether the cheque has been negotiated or collected (please see 6.8.4.1 and 6.8.4.2 above).

### 10. **Currency conversion and foreign exchange dealing generally**

#### 10.1 Currencies

The Bank will arrange for your Account to contain accounts denominated, as you may request, in any of these currencies: Jordanian Dinar, Sterling, Euros, US Dollars, Japanese Yen and Canadian Dollars. The Bank does not commit to being able to open accounts for you in other currencies, but may in its complete discretion do so upon specific request.

#### 10.2 Conversion of cleared funds in an Account currency into another currency

Cleared funds may be converted into the currencies listed in 10.1 above. These currencies will be credited to your Account upon receipt of your written instructions. We will tell you what information we need from you.

#### 10.3 Receipt of cleared funds not in an Account currency

The Bank is generally able to accept funds remitted in a currency that is not one in which you hold an account, but reserves the right to negotiate the resulting foreign exchange transaction via an appropriately regulated payment services firm that can handle the foreign exchange transaction in question (and will pass on to your Account the cost of the service in question). Where funds are not remitted in a currency in which you maintain an account, the Bank will arrange for conversion of those funds to Sterling and credit of the amount to your Account in Sterling, unless the Bank has received your instructions for credit to an account you maintain as part of your Account in a different currency.

#### 10.4 Exchange rates

We can change the reference exchange rates we set at any time and without notice. To find out our reference exchange rates, please ask at our office or by phone. Reference exchange rates are the exchange rates we use as a basis for carrying out foreign currency conversions. The rates are set by us and change on a daily basis (or sometimes more often).

### 11. **If something goes wrong**

#### 11.1 Overriding provision as to performance

11.1.1 Please note that we are unable to guarantee the transaction time of any payment where the payment is being made to a bank outside the European Economic Area, or the payment is being made in a currency other than Sterling, Euro or another currency of a member state of the European Economic Area. Provided we have not acted negligently, we cannot be held liable for any loss incurred as a result of any delay or error in payment.

11.1.2 This section 11 applies only to electronic payments, and not to payments by cheque or draft.

11.1.3 In the case of payments falling under the UK Direct Debit Scheme, only 11.2.3 of this section 11 applies.

11.1.4 The remaining provisions of this section 11 should be read accordingly.

11.2 If payments go wrong

*Mistaken and delayed payments*

11.2.1 If we fail to process a payment to another bank in the European Economic Area, fail to process that payment within the time frame we set out in 6.10, or process that payment incorrectly, we will reimburse you for your losses due to our mistake, delay or failure but our liability will be limited to refunding the amount of the payment (where appropriate) together with the amount of any interest you should have received but did not receive and/or any interest or charges you have to pay as a result of our mistake, delay or failure.

11.2.2 However, we will not be liable to you in any of the following situations:

11.2.1.1 there was a mistake in any of the details contained in the payment instruction you gave us. If so, we will make reasonable efforts to recover your money if the payment has gone missing, but we will charge you a fee to cover our costs in doing so and we will tell you how much before we start. If we are unable to recover the payment for you, and if you write to us to asking us to do so, we will provide you with all the available and relevant information we have and which we can lawfully provide to you, so that you can make a claim for repayment from the person holding your money;

11.2.1.2 where you fail to notify us when you become aware of the mistake, failure or delay without undue delay and in any event within 13 months after the transaction was incorrectly carried out, or was due to have been carried out;

11.2.1.3 we can show that the correct payment was received on time by the other bank;

11.2.1.4 where we had reasonable grounds to delay processing your instructions under 6.7; or

11.2.1.5 where it was not possible for us to process your instruction due to circumstances beyond our reasonable control, under 19 below.

11.2.3 *Payments under the Direct Debit Scheme*

11.2.3.1 If we make a mistake on a payment to someone else under the UK Direct Debit Scheme, we will refund you for that mistake as set out in the Direct Debit Guarantee (which you will be given on the Direct Debit form or Direct Debit confirmation).

11.2.3.2 Since the Bank is not a member of the Direct Debit Scheme, any direct debit mandate cancellation requests need to be done by yourself directly with the service provider.

11.2.3.3 Direct debit payments can only be paid from the specific account that has been instructed in the direct debit mandate by yourself to the service provider.

11.2.3.4 Direct debit reversals can be initiated based on your requests, however the funds can only be refunded if the service provider accepts the refunding request.

11.2.4 *Paying more than you expected*

Sometimes you can make a payment by agreeing that someone else can take money out of your Account without you knowing how much the payment is going to be (e.g. renting a car or booking a hotel room). Sometimes, these payments are for more than you were expecting. If this happens, you can ask us for a refund if you meet all the following conditions:

11.2.4.1 you made the payment in the European Economic Area;

11.2.4.2 your authorisation did not specify the exact amount;

11.2.4.3 the amount of the payment is more than you could reasonably have expected to pay, based on the circumstances, including your previous spending patterns. We may ask for more information that we think is reasonably necessary to help us work out if this is the case, and you must give us this information as quickly as you can; and

11.2.4.4 you ask for the refund within eight weeks of the date the money left your account.

However, even if these conditions are met, we will not refund you if you directly gave us your consent for the payment to be made, and if relevant information regarding the payment was provided or made available to you either by us in accordance with the terms of this Agreement, or by the payee, at least four (4) weeks before the due date for payment.

If you are entitled to a refund, we will refund you the sum involved within 10 Business Days of receiving your request or of receiving any information that we require – or we will tell you why in the circumstances we are not able to make the refund to you. If we make a refund and discover that you were not entitled to the refund, we can take the amount of the refund out of your Account.

#### 11.2.5

##### *Unauthorised payments*

- 11.2.5.1 Subject to the provisions below, where any loss resulting from an unauthorised payment arises from unauthorised use of a Payment Tool, you will be liable for up to a maximum of £35 of that loss.
- 11.2.5.2 You will be liable for all losses arising from an unauthorised transaction or transactions where you have acted fraudulently. The maximum liability of £35 explained above will not apply.
- 11.2.5.3 Where losses arise from an unauthorised transaction or transactions because you deliberately or with gross negligence failed to keep your Payment Tools safe, your liability will not be limited to £35. You will be liable for all losses arising, except in the circumstances set out in 11.2.5.4 below "Gross negligence" means that something you have done or have not done is very obviously wrong or careless.
- 11.2.5.4 Except where you have acted fraudulently, you will not be liable for any losses arising from an unauthorised transaction or transactions:
- where the loss, theft or unauthorised use of your Payment Tools was not detectable by you before the unauthorised transaction or transactions occurred;
  - after you have notified us of the loss, theft or unauthorised use of your Payment Tools;
  - where we have failed to provide a notification process to allow you to report the loss, theft or unauthorised use of your Payment Tools, or any unauthorised use of your Account;
  - where we have failed to carry out security checks to the standard required under relevant laws and regulations; or
  - where the payment related to certain contracts made at a distance.
- 11.2.5.5 You will not be liable for any losses arising from any unauthorised transaction or transactions where those losses were caused by anything that we, our employees or agents failed to do.
- 11.2.5.6 If you notify us of an unauthorised transaction, and we are responsible for the loss, then (subject to the remaining paragraphs in this section 11.2.5) we will refund the amount of the unauthorised payment to your Account and we will restore your Account to the state it would have been in had the unauthorised payment not been made. This means we will also reimburse you for any interest you have lost (or debit interest you have incurred) and any charges you have incurred as a direct result of the unauthorised payment. We will process your refund no later than the next Business Day after you contact us.
- 11.2.5.7 However, if we have reason to suspect that you have been involved in fraudulent behaviour, we are not obliged to refund you within one Business Day and we may investigate the circumstances further. If we decide to investigate, we will inform you of this no later than the next Business Day after you contact us. You must co-operate with us and with the police, if we need to involvethem.
- 11.2.5.8 If we carry out an investigation and we determine that we do not have to refund you, we will inform you of this. Otherwise we will refund you as set out in 11.2.5.7 above.



11.2.5.9 If you have any reason to think that a transaction has occurred on your Account without your authorisation, you must tell us as soon as possible and in any event within 13 months of the transaction. We are not obliged to investigate any unauthorised transaction, or make a refund, if you tell us more than 13 months after the date of the transaction.

11.2.5.10 If we make a refund and discover that you did authorise the payment or are otherwise liable, we can reverse the refund and take the amount refunded from your Account. We will notify you before we do this.

### 11.3 If money has been paid into your Account by mistake

If money appears in your Account which seems to be a mistake, please tell us as soon as you are aware of it. If we become aware of this, we are obliged to co-operate with the payer's bank and help them recover the mistaken payment. We must provide them with all relevant information they need to collect the payment. We can take the payment back out of your Account even if we have allowed you to make a payment or to make a withdrawal against it. We do not have to tell you before we take the payment back and we will return the payment, even if you have spent the money. If this means that any of our charges are triggered, we will still apply them. If there is not enough money in your Account to do so, we will take other appropriate steps to recover the money from you, for example but not limited to our right of set-off under 11.5 below. If we or the payer's bank are unable to recover the mistaken payment, and the payer asks the payer's bank to do so, the payer's bank will provide all relevant information they have to the payer so that the payer can claim repayment from you. This information will include your name and address, as we are obliged by General Rules and Regulations to share this with the payer's bank in these circumstances.

### 11.4 Unarranged overdrafts

11.4.1 You are not allowed to borrow money on any Account and we do not offer overdraft facilities on any Accounts. We will refuse any payment request or instruction which we believe may cause your Account to become overdrawn. However, there may be circumstances where an overdraft arises. The following are examples of when this might happen:

11.4.1.1 a payment that has been made into your Account by mistake is taken out again, but you have withdrawn some or all of the money in the meantime;

11.4.1.2 a cheque that you have paid into your Account has been returned unpaid, but you have withdrawn some or all of the money in the meantime; or

11.4.1.3 we have given you a card to use in connection with your Account and a payment is made using the card which we cannot refuse.

11.4.2 Where your Account goes overdrawn, this is called an "**Unarranged Overdraft**". You must repay the amount of the Unarranged Overdraft back to us immediately on request. If you do not do so, we can charge interest on the Unarranged Overdraft at the rate set out in our Schedule of Charges.

### 11.5 Using money in your Account to repay us

11.5.1 If you owe us money and you have not paid it back when you should have done, then we can use money in any of your accounts with us to pay off some or all of the money you owe us. This is called the right of set-off. We will follow any legal requirements or restrictions before doing so. For example, we will not exercise this right against any money that we think you need to meet essential living expenses or certain important debts to which we must give priority.

11.5.2 If we are made aware that money you hold in an account in your name actually belongs to someone else (e.g. it belongs to children), we will not use our right of set-off to take any of that money.

11.5.3 Our right of set-off applies to joint accounts and joint debts as well, so that we can use money in any account to pay a debt that only you or the other person owe or money in your joint account or sole account to pay a debt you and someone else owe us together.

11.5.4 We can also set off amounts we owe you against amounts you owe other companies in our group, and set off amounts other companies in our group owe you against amounts you owe us, unless the law prevents us doing so.

### 11.6 If you breach these Terms and Conditions

11.6.1 If you breach any of these Terms and Conditions, we can claim from you any losses or costs that we reasonably incur as a result of your breach. These include but are not limited to, the costs of tracing you, telling you about the breach and taking steps to deal with the breach, as well as the cost of communicating with you about the breach and enforcing payment of any amount due to us. These will be in addition to recovering from you all amounts that you already owe us (such as any charges for our services that you have not yet paid).

11.6.2 In addition to the above, we may be able to close the Account as set out in 13.4 below.

11.6.3 We do not lose the right to enforce any remedy we have under these Terms and Conditions by not exercising it at the earliest opportunity. If we do not insist immediately that you do anything you are required to do under these Terms and Conditions, or if we delay in taking steps against you in respect of your breaching these Terms and Conditions that will not mean that you do not have to do those things or prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the services, we can still require you to make the payment at a later date.

## **12. Security, suspending use of your Payment Tools, and denying access to Third Party Providers**

12.1 You must take reasonable steps to keep your Payment Tools safe and to prevent their fraudulent use. These steps include:

12.1.1 disguising any Payment Tools you write down and keeping them out of sight of third parties who should not have access to your Account;

12.1.2 not sharing your Payment Tools with anyone else, unless they are a Third Party that you have authorised to access your Account and they need those Payment Tools in order to obtain access; and

12.1.3 following any reasonable instructions which we give you or publish on our website or in our mobile banking from time to time and which are intended to help you keep your Accounts safe.

12.2 If you suspect someone knows, has possession of, or has used, your Payment Tools you must immediately contact your Relationship Manager or telephone the Bank on +44 (0)20 3144 0200.

12.3 If you have authorised a Third Party Provider to access or make payments out of your Account on your behalf and you wish to revoke their authorisation, you should inform them directly and make sure they no longer access your Account. If you have shared your Payment tools with them and you are concerned that they are still using these, you should contact us.

12.4 We can stop or block the use of your Payment Tools if:

12.4.1 you have notified us that, or we reasonably believe that, the relevant Payment Tools have been lost, stolen, compromised, used without your authorisation or used fraudulently;

12.4.2 an Unarranged Overdraft has arisen on your Account, and we reasonably believe that there is a significantly increased risk that you will be unable to repay the Unarranged Overdraft or any further borrowing that might arise if we continue to let you use your Payment Tools; or

12.4.3 we are obliged to do so by law, regulation, a court order or the instructions of an ombudsman, regulator or government body.

12.5 Provided it would not be unlawful for us to do so, and it would not compromise reasonable security measures:

12.5.1 we will notify you that we intend to stop or block the use of your Payment Tools, either by telephone or in writing. If for any reason we are unable to notify you before we stop or block their use, we will notify you afterwards without delay; and

12.5.2 we will explain our reasons for stopping or blocking the use of the relevant Payment Tools.

12.6 We will allow the use of your Payment Tools, or we will replace these, as soon as possible after the reasons for stopping or blocking their use no longer apply. We may charge you for doing this.

12.7 We may share information about the loss, theft, compromise or unauthorised or fraudulent use of your Payment Tools with third parties such as the police.

12.8 We can deny a Third Party Provider access to your Account if we reasonably believe that access to the Account by them, or any payment instruction we receive from them, is unauthorised or fraudulent. Provided it would not be unlawful for us to do so, and it would not compromise reasonable security measures, we will tell you we intend to do this and our reason for doing so. If we are unable to inform you before we do this, we will tell you as soon as possible afterwards.

12.9 We will restore a Third Party Provider's access once we are satisfied (acting reasonably) that there is no longer any justification for preventing access to the Account.

12.10 If we restrict your online access to your account (for example by online or mobile banking), this may also mean that any Third Party Provider will be unable to access your Account.

12.11 If you have reported a physical Payment Tool (such as a card) lost or stolen and you subsequently find that Payment Tool, you must not use it again. You must destroy it instead. We will send you a replacement Payment Tool if we are satisfied (acting reasonably) that doing so will not result in further risk of fraud.

- 12.12 Provided it would not be unlawful for us to do so, and it would not compromise reasonable security measures, if there is an actual or suspected fraud affecting any of your Accounts, or a security threat in respect of any of your Accounts, we will contact you on the telephone number(s) that you provided to us when you opened your Account.

### **13. Closing your Account**

#### **13.1 Cancellation**

13.1.1 You have the right to cancel your Account by contacting us within 14 days from the date you open the Account or the date on which you received these Terms and Conditions, whichever is later. If you contact us within the 14 day period, we will refund any Account fees you may have paid. If you contact us later than 14 days, we will not refund any Account fees that you have paid.

13.1.2 If you wish to cancel your Account, you can write to us at the address shown in 13.3. You can use the Cancellation Form we send you for this purpose. You can also do so by phone to the number shown on the Cancellation Form, provided you give us a clear statement of your decision to do so and the details of the Account.

#### **13.2 Closure by you**

If you wish to close the Account at any later date, you can do so by giving us signed, written notice (which will be effective upon receipt by us). If you do so, you must (unless we otherwise agree in writing):

13.2.1 return to us all cheque books and any other property belonging to us relating to the Account; and

13.2.2 repay any money you owe us, including any interest and charges and any payments you have already made but that have not yet been taken out of your Account.

You should also inform all third parties with whom you have arranged direct debits and standing orders of the closure of the relevant Account.

#### **13.3 Notice to close or cancel**

If you wish to cancel or close your Account, you can write to us at the following address:

Jordan International Bank Plc  
Almack House,  
26-28 King Street,  
London SW1Y 6QW.

#### **13.4 Closure by us**

13.4.1 We are entitled to close your Account under the following circumstances:

13.4.2 Generally, by sending you written notice of at least two months, and without having to specify any reason. We will not send any such notice where you hold a fixed term deposit Account whose outstanding term is longer than two months.

13.4.3 In the case of a fixed term deposit Account, at the end of the fixed term.

13.4.4 By sending you written notice of at least two months should we find out that you are:

13.4.4.1 not eligible for the Account (e.g. through age or residence); or

13.4.4.2 no longer meet our stated eligibility criteria (e.g. if we offered you the Account on a certain basis which you no longer meet).

In these circumstances we will try to help you find an alternative account or service (unless we would be breaking the law by continuing to maintain your account or provide the service);

13.4.5 By immediate written notice where we reasonably believe that:

13.4.5.1 maintaining your Account might expose us (or another company in our group) to action or censure from any government or law enforcement agency;

13.4.5.2 you are in serious or repeated breach of these Terms and Conditions, and we have given you prior written notice of 5 Business Days to remedy any breach that is capable of remedy

and you have failed to do so;

13.4.5.3

you have done any of the following:

- (a) you have acted in a way that puts us in a position where we are at material risk of acting in breach of any General Rules and Regulations;
- (b) you have given us any false information (at any time), and if we had known the true facts we would not have entered into the Agreement with you for the Account, or would have been entitled (acting reasonably) to close your Account;
- (c) you have either committed or attempted to commit fraud against us or someone else;
- (d) you have used (or allowed someone else to use) the Account illegally, inappropriately or for criminal activity (including receiving the proceeds of crime into the Account); or
- (e) you or an agent lawfully representing you has behaved in a threatening or abusive manner to our staff.

13.4.6

By notice in accordance with 19.3 if there event outside our reasonable control (under 19 below) persisting for at least 20 Business Days that has for the duration of that period made it impossible or commercially impractical to operate this Agreement.

13.5

#### Dormant Accounts

13.5.1

If you do not make any transaction on your Account for 24 months and we have not had any communication from you for that period, then we may treat your Account as being dormant. You will cease to have routine access to your Account while dormant, and to make the Account active again, you will have to meet with us at our office or contact us by phone. We will then undertake checks before reactivating your Account.

13.5.2

We participate in the unclaimed assets scheme established under the Dormant Bank and Building Society Accounts Act 2008. The purpose of the scheme is to enable money in dormant accounts to be distributed for the benefit of the community while protecting the rights of customers to reclaim their money.

13.5.3

Under the scheme, we may transfer balances of dormant accounts (that is, accounts where no transaction has been carried out for at least 15 years) to Reclaim Fund Limited (**RFL**). RFL is a not-for-profit reclaim fund which is authorised and regulated by the Financial Conduct Authority.

13.5.4

If we transfer the balance of your account to RFL, you will have against RFL whatever right to payment of your balance you would have had against us if the transfer had never happened. However, we will remain responsible for managing all aspects of the customer relationship with you and for handling all repayment claims (which we will do on behalf of RFL). Therefore, you should continue to contact us in the usual way of you have any queries or complaints in relation to your Account or balance.

13.5.5

Both we and RFL participate in the Financial Services Compensation Scheme. The transfer by us to RFL of your balance will not adversely affect any entitlements you have under compensation from the FSCS.

13.6

#### Freezing your Account

In addition to freezing your Account in compliance with any legal or regulatory requirements or court order, we may freeze all or any part of the funds in an Account without notice to you and without being liable for any loss arising from freezing the Account, if we reasonably think that a payment into or out of an Account is connected to fraud or any other criminal activity, including where the funds are being obtained through deception.

14.

#### **How we use the information we hold about you**

14.1

You expressly agree that we are allowed to access, process and retain your personal information in order to provide the payment services set out in the Agreement. For more information about how we access, process and retain your personal information (including in relation to marketing) please see our [Customer Privacy Statement](#) or ask us for a copy.

**15. Changes to these Terms and Conditions**

15.1 Provided that we give you two months' written notice, we can change any part of your Agreement with us (other than charges and interest rates – see 8 and 9 above) for any of the following reasons:

- 15.1.1 to reflect any change in law, regulation, codes of practice or guidance, or a recommendation, decision or order of a court, ombudsman, regulatory or government body, or new statements or codes of practice or industry guidance designed to enhance the protection of banking customers;
- 15.1.2 to make the term clearer or fairer to you;
- 15.1.3 to provide you with extra benefits or additional services;
- 15.1.4 to take account of other changes, if we reasonably believe it is fair to pass the impact of those changes on to you.

In each case, we will act reasonably and any change will be proportionate to the circumstances giving rise to the change.

15.2 Where we change the terms and conditions which deal with the way cash or electronic payments (but not cheque payments) can be made into or out of your Account, we will give you personal notice of the change two (2) months prior to the change. You can close your Account at any time before the change comes into effect and the normal notice period for closure will not apply. If you do not close your Account, you will be treated as having accepted the changes.

15.3 In all other cases, we can make changes as follows:

- 15.3.1 if a change is to your disadvantage we will give you at least thirty (30) days' personal notice before the change comes into effect (except if that length of notice is not possible, such as where the change is needed to comply with a legal or regulatory requirement, a court order, or an instruction from an ombudsman, regulator or government body). You will have a period of sixty (60) days from the date of the notice during which you can close or transfer your Account and the normal notice period for closure will not apply; or
- 15.3.2 if the change is not to your disadvantage we can make the change immediately and without prior notice. We will tell you about the change by posting a notice on our website within thirty (30) days of the change.

**16. Breach**

**16.1 Where you are in breach**

The provisions of 13.4.5.2 above govern our right to close your Account in relation to circumstances where you have acted in material or persistent breach of this Agreement and have failed to remedy such breaches within 5 Business Days of our notifying you thereof. In all of these circumstances:

- 16.1.1 where the Bank closes your Account, this represents a termination of this Agreement;
- 16.1.2 the Bank is entitled to deduct from any moneys within your Account that would otherwise be returned to you such sums as the Bank reasonably considers would be adequate to compensate the Bank for any loss, damage or costs that that Bank can demonstrate that it has reasonably incurred as a direct result of the circumstances giving rise to the closure of the Account.

**16.2 Where we are in breach**

You may consider that we have acted in breach of this Agreement. Without prejudice to your rights of complaint under 17.1 below, should you consider that we have acted in breach, you are entitled to notify us in writing, and if we have failed to remedy such breach within 5 Business Days, you are entitled to terminate this Agreement by immediate notice in writing (or oral notice immediately confirmed in writing). Such notice shall be treated by us as being (or including) a notice to close your Account given in accordance with 13.2 above.

**17. We may transfer these Terms and Conditions to someone else**

We may transfer our rights and obligations under these Terms and Conditions to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under these Terms and Conditions. You cannot transfer any of your rights or obligations under an Account to anyone else.

**18. Complaints and compensation arrangements**

**18.1 If you have a complaint**

18.1.1 If you have a complaint with respect to any matter connected with this Agreement or our services, please write in the first instance to our Compliance Officer. We have procedures designed to resolve your complaint effectively. A copy of our complaints procedure is available on request at our office.

18.1.2 If you are a Personal Account Customer, have made a complaint and are not satisfied with the final response we give under our internal complaint procedures, you can ask for the complaint to be resolved by the Financial Ombudsman Service ("FOS"). You may also be able to do this if you are a Business Account Customer. The FOS was set up by law as a free and independent service for consumers and some businesses to resolve individual complaints that they are not able to resolve themselves.

18.1.3 Please note that the FOS jurisdiction only applies to persons defined as "eligible complainants", which includes Personal Account Customers as well as many Business Account Customers. Details of those who are eligible to complain to the FOS and of the limits of the FOS jurisdiction to award compensation can be found on its website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

You can contact the FOS at the following address:

The Financial Ombudsman Service  
Exchange Tower  
London E14 9SR  
By telephone: 0800 023 4567

18.1.4 You also have the right to refer your complaint to the Financial Conduct Authority.

**19. Circumstances beyond our control**

19.1 In certain circumstances, it may become impossible to perform this Agreement due to abnormal and unforeseeable circumstances beyond our reasonable control, the consequences of which would be unavoidable despite all efforts to the contrary. Examples of such circumstances include (but are not limited to):

19.1.1 occurrence of war, civil unrest, revolution or other military intervention, or the threat thereof;

19.1.2 occurrence of acts of terrorism or the threat thereof;

19.1.3 freak weather conditions, including storms, heavy snow or blizzard conditions;

19.1.4 act or intervention of a governmental, regulatory or fiscal body or of the police;

19.1.5 breakdown in public or third party computer or communications systems over which we have no effective control; and

19.1.6 strikes, lockouts and other analogous industrial action.

19.2 Neither you nor we will be liable if you or we are unable to perform your or our obligations under this Agreement, or if you or we are unable to perform these obligations in accordance with the terms of this Agreement, as a result of any such events.

19.3 However, where such an event makes it impossible to perform this Agreement (or to materially perform it) for a period of at least 20 Business Days, either party has the right to notify the other to terminate this Agreement with immediate effect.

19.4 In addition to the above, we will not be liable to you if we are unable to perform our obligations under this Agreement, or if we are unable to perform such obligations in accordance with the terms of this Agreement, as a result of our having to comply with any legal or regulatory requirement.

**20. Third party rights**

Nothing in this Agreement is intended to be for the benefit of any person other than you or us (and anyone to whom we assign or transfer our rights and obligations in accordance with these Terms). No part of the Agreement will be enforceable by another person under General Rules and Regulations (including but not limited to any legislation), unless expressly stated in this Agreement.

**21. Dispute resolution**

- 21.1 This section is relevant to those Business Account Customers who do not have access to the Financial Ombudsman Service.
- 21.2 Where a matter of dispute has arisen between you and the Bank, and we are unable to resolve this through the Bank's internal complaint procedure, the Bank will refer the matter to an expert for the purposes of a binding expert determination of the matter in dispute. The following provisions shall apply:
- 21.2.1 the expert shall be selected as follows:
- 21.2.1.1 where the matter in dispute is of a purely financial or arithmetic nature, the Bank will refer the matter to an accountant nominated for the purpose by the President for the time being of the Institute of Chartered Accountants in England & Wales, who shall be independent of the Bank in all respects;
- 21.2.1.2 in relation to any other matter in dispute, the Bank will refer the matter to a barrister with the title of Queen's Counsel nominated for the purpose by the President for the time being of the Bar Council, who shall be independent of the Bank in all respects;
- 21.2.2 the expert shall contact you and the Bank separately, shall call for evidence in writing from both parties, shall determine if any form of hearing is needed to take oral evidence, shall set a timetable for reaching his determination, and shall publish his written determination in confidence to you and to the Bank;
- 21.2.3 the Bank undertakes to be bound by the written determination, and you are required to accept and be bound by it also, in the absence of manifest (e.g. typographical) error;
- 21.2.4 where the determination requires us to perform something, we will undertake to do so; where the determination requires you to perform something, you are obliged to do so;
- 21.2.5 the costs for the services of the expert shall be borne in such manner or proportions as the expert states in his written determination (or in the absence of clarity on this matter, equally as between you and the Bank), and to the extent that any cost is indicated to be borne by you, we are authorised to deduct such cost from your Account.
- 21.3 For avoidance of doubt, the determination by the expert shall be treated as a final and binding resolution of the matter at hand.

**22. Applicable law and jurisdiction**

- 22.1 This Agreement is governed by English law.
- 22.2 You can bring legal proceedings in respect of this Agreement or any matter arising under it in:
- 22.2.1 the English courts; or
- 22.2.2 if you live in Scotland, the Scottish courts; or
- 22.2.3 if you live in Northern Ireland, the Northern Irish courts.
- 22.3 We can bring legal proceedings in respect of this Agreement or any matter arising under it in:
- 22.3.1 the English courts:
- 22.3.2 if you do not live in England and Wales, in the courts of the country where you live.