



Terms and Conditions Part I & II

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These **General Terms and Conditions** apply to **our** bank **accounts** and some related **services**. Please read it carefully and keep for future reference as it forms part of a **legal contract** between **you** and **us** and sets out **our** respective obligations to each other. The **terms and conditions** supersede and replace any other terms which may have previously been in force between **us**.

A guide to how these Terms and Conditions are structured:

These Terms and Conditions are divided into -2- Parts.

- Part I sets out **our** “**General Terms and Conditions**” which apply to any **account you** hold with **us** or **services** provided.
- Part II sets out **our** “**Specific Terms and Conditions**” and contains **account** specific information which relates to the particular **accounts** which **you** have with **us** or **services** which **you** use.

You should also check **our Website** for further terms and for **our Schedule of Charges**, which apply to **your** dealings with **us**, as these also form part of **our** contract with **you**.

We can provide **you** with additional or up to date copies of these **Terms and Conditions** (and any other documents which form part of the contract between **you** and **us**) upon request. These **Terms and Conditions** are also available on **our Website**.

PART I: GENERAL TERMS AND CONDITIONS

1. Meaning of Words

In these **Terms and Conditions**, a number of words and phrases are printed in bold type because they have a special meaning, which is explained here:

- 1.1 **Account(s)** means **your** Bank of Baroda (UK) Limited **accounts and services** taken with **us** from time to time;
- 1.2 **Application Form** means the application form that **you** need to fill in to apply to **us** for an **account**;
- 1.3 **Authorised Signatory** means the **account** holder(s) in case of an individual **account** and a designated person or persons who are allowed to operate the **Accounts** on behalf of a firm or organisation;
- 1.4 **Banking Hours** means the hours **your** branch is open for business;
- 1.5 **Base Rate** means the **Base Rate** set by the **Bank of England** or any successor authority that takes over responsibility for setting such a rate;
- 1.6 **BIC or Swift code** is an alphanumeric code of 8 or 11 characters used for making international payments through the swift system;
- 1.7 **Cut-off Time** means the UK time within which a transaction or a request should be made by **you** in order to be processed on the same **Business Day**. **Cut-off Time** depends on the “**cut-off**” **time** for the particular method of making or receiving payments. “**Cut-off**” **time** also depends on the currency in which the payment is to be made or received for example “**cut-off**” **time** remittance to **India** in **INR** is **2.00pm**, “**cut-off**” **time** for making a **Sterling** payment is **3.00pm** and for **Euro** it is **12.00pm**. Instructions for payment in **US** Dollar can be given up to **4.00pm**. Also “**cut off**” **time** is different for each of **our** branches. **You** may contact **your Account** maintaining branch for information on the **Cut-off Time** specific to **your** branch;
- 1.8 **EEA** means the **European Economic Area** (members of the **European Union** plus **Norway, Iceland and Liechtenstein**) and as updated from time to time by exiting or joining of members;
- 1.9 **Foreign Cheques** mean **cheques** in a **foreign currency** or **cheques** in Sterling paid out of an **account** at a bank abroad (in countries other than in the UK, the Isle of Man, Gibraltar or Channel Islands);
- 1.10 **General Terms and Conditions** means the **general Terms and Conditions** applying to **your Account** and dealings with **us** and as set out in **Part I** of these **Terms and Conditions** herein;
- 1.11 **IBAN** (International Bank Account Number) is a unique identification number issued by **us** for a customer **account** which has the bank branch identification along with the **account** number;
- 1.12 **Our Base Rate** means the base rate set by **us** by reference to the **Base Rate** and will never be more than **1%** above **Base Rate**. Details of **Our Base Rate** are available on **our Website** and in **our** branches & offices;
- 1.13 **Schedule of Charges** means the **Schedule of Charges** as amended from time to time in accordance with the **General Terms and Conditions**;
- 1.14 **Sort Code** is a 6-digit identifier code used for making payments from one bank to another bank within the UK;
- 1.15 **Specific Terms and Conditions** means the **specific Terms and Conditions** which apply to **your Account** in addition to the **General Terms and Conditions**. And as

set out in Part 2 of these **Terms and Conditions**;

- 1.16 Standard Exchange Rate** means a publicly available rate at which one currency is converted into another currency. This rate is set by **us** daily or more frequently during the day with reference to prevailing exchange rates in the market and can be obtained by contacting any of **our** branches/offices or by contacting **our Treasury Department** on telephone number **+ 44 - 0207 457 1540** or by visiting **our Website**;
- 1.17 Terms and Conditions** means this document, consisting of Parts I & II and **our Application Forms**;
- 1.18 Transaction Time** means the time taken for processing **your** payment request;
- 1.19 Website** means **our** internet presence at **www.bankofbarodauk.com**;
- 1.20 Working Days** means **Monday to Friday** except **English public holidays**;
- 1.21 “We”, “us” and “our”** means **Bank of Baroda (UK) Limited** in the **United Kingdom**, further details about **us** are set out in **condition no. [28]** Below.
- 1.22 “You”, “your” and “yourself”** refers to each person who is named as the **account holder** and it refers to any company or other business entity which is an **account holder** with us.
- 1.23** If there is more than one of **you** then it refers to all of **you** individually and jointly. **We** explain more about what this means for joint **account holders** in **condition no. [3]** below.
- 1.24 ‘Card’** means a debit **card** issued by Bank of Baroda (UK) Limited for use on the **account**.
- 1.25 ‘PIN’** means **Personal Identification Number**. (For access to cash machines)
- 1.26 ‘Transaction’** in these conditions means both making payments and getting cash.
- 1.27** The singular includes the plural and vice versa. One gender includes the other genders.

If there is any inconsistency between the **General Terms and Conditions** and the **Specific Terms and Conditions** then the **Specific Terms and Conditions** will prevail to the extent of the inconsistency, as these contain the more tailored information relating to **your Account**.

2. Opening an Account

- 2.1. Accounts** can be opened by individuals, partnership firms, companies, charitable organisations, trusts or any other organisation formed within the legal framework.
- 2.2. You** should read the **Application Form** carefully to ensure that **you** are eligible for an **account**. The information contained in the **Application Form**, including that filled in by **you**, forms part of **our** contract. If **you** have any queries, please contact **us** on 0207 457 1515.
- 2.3. We** draw **your** attention to **our Data Protection Policy (Privacy Policy)** on **our Website**, which can be accessed at <https://www.bankofbarodauk.com/data-protection/> or a copy made available to **you** on request when **you** fill out the **Application Form**. It deals with the information **we** collect about **you**, how **we** deal with that information and how **your** information may be shared with others.
- 2.4.** When **you** open an **account** with **us**, **we** will need to carry out paper-based and/or electronic checks on **you** in order to obtain sufficient proof of **your** identity and address to enable **us** to satisfy **our** legal obligations and protect **you**, the public and **us** against fraud and misuse of the banking system. Please note that in some instances **we** may

need to ask **you** to send in further information or documents or ask **you** to visit **your** local Branch. Where paper-based documents are requested or provided they must be either originals or certified copies. If **you** are unable to meet these requirements, **we** may be able to accept other identification documents, please contact any of **our** branches to ascertain what other documents might be acceptable.

- 2.5. **We** recommend that **you** do not post original documentation to **us**, as the postal **service** is not secure. Instead please come into one of **our** branches with the required identification documentation.
- 2.6. **You** can authorise another person to operate **your Account**. **We** will require **you** to **sign** an appropriate **mandate**. In the case of a joint **account**, all joint **account** holders must **sign** the **mandate**. When **you** authorise another person to operate **your Account**, **he/she** must do so in accordance with these **Terms and Conditions** and **you** will be responsible for their actions or omissions as if they were **your** own.
- 2.7. **You** can only use **your Account** for the purpose it has been opened for. If **you** have opened a personal **account**, **you** cannot use it to route transactions relating to **your** business activity whether it is a sole trader or partnership, etc. **You** must not use it as a charity, club, sole trader, company, partnership or other kind of business **account**.
- 2.8. **We** may from time to time write to **you** for updating the information **we** hold about **you** and for new and/ or additional identification. **We** may not allow **you** or restrict transactions in **your Account** or to provide additional **services** until **we** receive such information.

3. JointAccounts

- 3.1. Wherever **account Specific Terms and Conditions** allow, **your Account** may be held jointly with other people. Joint **account** holders are responsible jointly and individually for complying with all of the **account Terms and Conditions**, including paying any **money** due to **us**. This means that if one of **you** breaks any of the terms of agreement with **us**, **we** can take action against any or all of **you**.
- 3.2. Any of the joint **account** holders will be able to operate the **Account** if there are **cards** issued on that **Account**. If there are no **cards** issued, then any of the joint **account** holders may operate the **Account** if all the **Account** holders confirm this instruction in writing. Any of the joint **account** holders may withdraw that authority in writing.
- 3.3. If **you** ask **us** to remove a person (or persons) from a joint **account**, **we** may require authority from all **Account** holders before doing so. The person/persons removed from the **Account** will continue to be liable for all the obligations and liability in relation to the **Account** for the period before the date of termination as the joint **account**holder.
- 3.4. **We** are entitled to accept the authority of any joint **account** holder to give instructions on behalf of all other **account** holders relating to the **account** until it is cancelled by any such other joint **account** holders or treated by **us** as cancelled as described in **Condition no. [20]** or by operation of law.
- 3.5. If any of the joint **account** holders tells **us** of a dispute between any of **you** or instruct **us** that **we** may only accept instructions from all of **you** acting together, **we** may treat this as a cancellation of authority to operate the **account** and any further payments or withdrawals will need the authority of all joint **account** holders and use of additional **services** such as **debit** and / or **credit cards, telephone or internet banking** may be suspended. In addition, **we** may ask for the return of **debit/credit cards**.
- 3.6. If one of **you** dies, the **survivor(s)** will be asked to complete a new **mandate** and subject to any rights that **we** or a third party may have, any money in the **account** will be available to the **survivor(s)**.
- 3.7. **We** will send the account statements and information's to the address of the first named person only in **our** records only (unless there is a legal reason **we** have to

write to **you** both or all of the **account** holders). Please also refer to **condition no. [4.6]** below for more details about statements.

- 3.8. **You** can change this by asking **us** to contact a specific person or if **you** live at separate addresses, **you** can ask **us** to send statements or other messages (or both).

4. Account Management

4.1. Cooling off

- 4.1.1 **You** have -14- days within which to cancel **your Account**. This cancellation period begins on the later of the following two dates:

- a. The date **your Account** is opened; and
- b. The first date on which **you** have received the copies of:
 - These **Terms and Conditions**; and
 - **Schedule of Charges**; and
 - Any other documents containing contractual terms relating to **your Account**.

- 4.2. **To cancel your Account, you** must send a written notice to the branch where **your Account** is held.

- 4.3. If **you** cancel **your Account**, **we** will return all the money in **your Account** and any interest it has earned to **you** and **we** will not impose any extra charges. If, at **your** request, **we** have supplied **you** with any **services** before **you** cancel **your Account**, **you** will have to pay **our** charges for supplying those **services**.

4.4. Contact details and giving instructions

- 4.4.1 **Our** contact details are in the **Our Branch Network** segment at the end of this document.

- 4.4.2 **You** can contact **us** and give **us** instructions which can be in writing (which must include **your** signature(s)), by cash machine or any other means **we** tell **you** are available. **You** authorise **us** to accept and act on these instructions, even if carrying out those instructions creates a debt on **your Account**.

- 4.4.3 Where the instructions are not in writing, **we** are entitled to accept and act on them, if they have been confirmed by use of **our** security procedures.

We may refuse to act on **your** instructions if;

- a. **We** reasonably believe that **you** did not give instructions; or
- b. **Your** instructions are unclear, incomplete or not in required form; or
- c. **We** reasonably suspect fraudulent activity; or
- d. Acting reasonably, it appears to **us** contrary to any applicable law, regulation, code or other duties which apply to **us**; or
- e. It would cause **you** to exceed any limit or restriction which applies to **your Account** (such as daily cash withdrawal limit on debit/credit **cards**).

- 4.4.4 **We** will generally not acknowledge receipt of an instruction, unless it has been agreed otherwise. An instruction will be treated as genuine if **we**, in good faith, believe that the instruction is from you and there are no circumstances as described in **condition no. [4.4.3]** above for us to cast doubt on the authenticity of the instruction.

- 4.4.5 **We** will contact **you** with information relevant to the operation and maintenance of **your Account** by variety of means including via online banking, mobile banking,

email, text message, by flagging on **your** statement, post and/or telephone, using the contact details **you** give **us**. **You** must tell **us** if **your** name or contact details change. If **you** do not tell **us**, **we** will go on using the details **you** last gave **us**, and **we** will not be responsible if **we** fail to contact **you** or if **we** send confidential information to these details. **We** may charge **you our** reasonable costs of finding **you** or trying to find **you**, if **we** reasonably believe that **your** contact details are not up to date.

4.5. Security

4.5.1. In order to protect **your Account** against misuse, **you** must:

- a. Keep **your** PIN and **your** other security details secret; and
- b. Tell **us** immediately if **you** think someone else may know any of **your** security details; and
- c. Act with reasonable care, including taking reasonable steps to prevent unauthorized or fraudulent use of **your** security details; and
- d. Take the steps described in **condition no. [13.7]** if **you** have **card**.
- e. **You** can give **your** security details to other reputable companies, for example aggregation **services** (**services** that allow **you** to see **your Accounts** with different providers in one place). However, it is important **you** check that they are genuine and can be trusted before **you** do, because **we** won't be liable for any loss caused as a result of **your** use of these **services**.

4.5.2. **You** will be responsible for all losses caused by;

- a. Any fraudulent activity on **your** part; and
- b. Any person acting with **your** authority
- c. **General condition no. [13]** sets out **your** responsibility for losses caused by misuse of a **card**.

4.6. Statements

Where there are operations during the statement period, **we** will generate and post the statements of current **accounts** and savings **accounts** on a monthly basis unless **you** have asked **us** to provide **you** with statements at more frequent intervals or have asked **us** to provide **you** these by any other means for example by encrypted email. **We** will not send **you** bank statements where **you** have subscribed to **our Internet Banking Services**, unless **you** have specifically asked **us** to send **you** paper statement as Well.

If there is no movement on the **accounts**, statements will be generated and posted to **you** or provided to **you** by any other means (for example by encrypted email etc.) **you** have selected, once a year. **We** will not send **you** bank statements where **you** have subscribed to **our Internet Banking Services**,

For security reasons, we will not send the statements of accounts for those accounts classified as “inactive” or “dormant” as per condition no. [16] of these General Terms and Conditions.

4.6.1. **You** can ask **us** to send **you** a copy of a paper statement, **we** have already provided to **you**, but **we** will make a reasonable charge for this, as set out in **our Schedule of Charges**.

4.6.2. Statements will include details relating to the amount and date of the transaction, the information of the payee/payer, any exchange rate applicable, breakdown of charges payable and the date on which the funds were debited or credited to **your Account**.

4.6.3. **You** are responsible for checking the statements or other **account** information **we**

provide. **You** must tell **us** as soon as possible if a statement includes an error or if **we** notice any errors; **we** will correct them as soon as reasonably possible.

4.7. Opening and processing times of payments

- 4.7.1. If the payment instruction is not received by the **Cut-off Time** **We** will treat it as being received the next Working Day.
- 4.7.2. **You** can ask **us** for further information about the relevant **Cut-off Times**.
- 4.7.3. **We** may refuse to accept a payment into an **account** or make a payment from it if **we** reasonably believe that doing so might cause **us** to breach a legal requirement or might expose **us** to action from any government or regulator.

5. Payment into your Account

5.1 Cash

- 5.1.1. When cash is deposited over the counter at any of **our** UK branches, **we** will credit **your Account** immediately and allow **you** to use it straight away. Where **you** have an interest-bearing **account**, **we** will pay interest on it or in the case of an overdrawn **account** use it to reduce the interest **you** pay from that day.
- 5.1.2. Cash is deposited on a non-working day (for example on Saturday) will be credited to **your Account** on next working day. Where **you** have an interest-bearing **account**, **we** will pay interest on it or in the case of an overdrawn **account** use it to reduce the interest **you** pay from that day.
- 5.1.3. Where necessary, **we** may also ask **you** for the source of the funds deposited in order that **we** can be satisfied as to the legality of the funds so deposited/to be deposited.
- 5.1.4. When the bank is opened on a non-working day, **you** will normally not be allowed to pay cash in excess of £ 5,000.

5.2 Cheques

5.2.1 Sterling cheques from another bank in the UK (personal accounts)

When **you** deposit a Sterling **cheque/s** from another bank in the UK (paying bank) into **your** personal **Account** with **us** and provided this is done before the **Cut-off Time** on any working day:

- a. **We** will credit the cheque on the same day that **we** receive it;
- b. From the second Working Day after **we** receive it, where the **account** is interest bearing, **we** will pay interest on it or in the case of an overdrawn **account** use it to reduce the interest **you** pay from thatday;
- c. From the sixth Working Day after **we** have received the funds, the funds are available for **you** to use; and
- d. From the end of the sixth Working Day, the value of the **cheque** will be cleared funds which means that the funds cannot be reclaimed from **you** as a result of the cheque being returned unpaid (unless **you** have acted fraudulently).
- e. For example, and using Working Days, if **you** pay in a **cheque** in **your** savings **account** on Monday before the **Cut-off Time** (day 0), **you** will start receiving interest on the money from Wednesday (+2 days) and by Tuesday morning (+ 6 days), **you** will be able to withdraw the money from the **cheque** from **your Account** even though the **cheque** could still bounce. By the end of following Tuesday (+6 days), **you** can be certain that the **cheque** that **you** paid in on Monday will not bounce.
- f. If **you** withdraw some or the entire amount of a **cheque** which is later returned unpaid and this withdrawal or the unpaid **cheque** causes **your Account** to go

overdrawn, or over an agreed overdraft limit, this will be considered an informal request to allow temporary overdraft.

- g. Even though **we** may let **you** withdraw against the **cheque**, this does not mean it has been cleared. If it is subsequently returned unpaid **we** will, subject to **condition no. [5.2.1] - Point [d]** above debit the amount of that **cheque** to **your Account** plus returning charges and in case of overdraft, applicable interest will be charged.

5.2.2 Sterling **cheques** from another bank in the UK (business current accounts)

When **you** deposit a Sterling **cheque/s** from another bank in the UK (paying bank) into **your** business current **account** with **us** and provided this is done before the **Cut-off Time** on any working day:

- a. **We** will credit the cheque on the same day that **we** receive it;
- b. From the second Working Day after **we** receive it, where the **account** is interest bearing, **we** will pay interest on it or in the case of an overdrawn **account** use it to reduce the interest **you** pay from that day;
- c. From the fourth Working Day after **we** have received the funds, the funds are available for **you** to use; and
- d. From the end of the sixth Working Day, the value of the **cheque** will be cleared funds which means that the funds cannot be reclaimed from **you** as a result of the **cheque** being returned unpaid (unless **you** have acted fraudulently).

5.2.3 New faster clearing cheques

- a. The law has changed, and this allows us to alter the way **we** clear **cheques**. Once **we** make this service available, **we** will allow **cheques** to be paid in by sending an image of the **cheque**. An imaged **cheque** is a scanned digital image of a paper **cheque** that can be processed for clearing and payment between banks and building societies through the Image Clearing System. This will speed up the clearing process.
- b. **We** will start to clear some **cheques** within two working days ('faster clearing process'). **We** will clear **cheques** using an image of the **cheque** rather than paper. This means that if **you** want a copy of a **cheque** (for instance if it is returned unpaid), **we** will only give **you** an image of the **cheque**.
- c. Some **cheques** will continue to follow the 2-4-6 process until **we** tell **you** the new faster clearing process is in place for all **cheques**.

5.2.4 Foreign cheques

- a. If **you** want **us** to obtain payment for **you** of a foreign **cheque** (i.e. a **cheque** payable in another currency or drawn on a bank outside the UK), **you** must "endorse" the **cheque** by signing **your** name on the back. **Your** signature must match the way **your** name appears on the front of the **cheque**. If the **cheque** is payable to more than one person, each of **you** must sign the back of the **cheque**.
- b. If **you** wish to pay a foreign **cheque** into **your Account**, the processing times for dealing with UK **cheques** do not apply and **we** may choose to "negotiate" it or "collect" it.
- c. If **we** negotiate the **cheque**, **we** will buy it from **you** by paying **you** the amount of the **cheque** or the Sterling equivalent on the Working Day after **we** receive it. **We** will then get payment from the paying bank.
- d. If **we** collect the **cheque**, **we** send it on **your** behalf to the paying bank. **We** may

use an agent to do this. **We** will pay the amount of the **cheque** or the Sterling equivalent into **your Account** on the day **we** get payment from the paying bank. The time this takes will vary depending on the paying bank or its country. **You** can ask **us** for details.

- e. The exchange rate, **we** use when converting a foreign **cheque** into Sterling will be **our** Standard Exchange Rate. **You** can find out the Standard Exchange Rates by contacting **your** branch or by contacting **our** Treasury Department on telephone number 0207 4571540.
- f. If the foreign bank later returns the **cheque** or asks for the money to be returned, **we** will take the currency or the Sterling equivalent from **your Account**. If **we** converted the **cheque** into Sterling, **we** will change it back into the foreign currency using **our** Standard Exchange Rate. **We** will do this even if **you** have already spent the money or it will put **you** into overdraft.
- g. This normally means **we** take a larger amount from **your Account** than **we** originally paid in. The Standard Exchange Rate may also have worsened between **our** paying the money in and taking it out.
- h. **We** will take **our** charges for dealing with foreign **cheques**, and any charges by the foreign bank, including any charges resulting from the foreign bank returning the **cheque** unpaid or asking for the money to be returned, from the **account you** told **us** to pay the **cheque** into. For further details please see **our Schedule of Charges**.
- i. Occasionally it is not possible to obtain payment of foreign **cheques** because of local foreign exchange or other restrictions.
- j. If **we** have any costs or other obligations as a result of negotiating or collecting a foreign **cheque**, **you** must reimburse **us** and take any other reasonable steps to cover **our** direct losses needed to put **us** in the position, **we** would have been in had **we** not attempted to negotiate or collect the **cheque**.

5.2.5 Payments into your Account (other than cash and cheque payments)

- a. These include payments that are not made by cash or cheque, such as standing orders and direct transfers from another **account**.
- b. When **we** receive a payment for **your Account** in Sterling, **we** will credit it to **your Account** and allow **you** to use it straight away. **We** will pay interest on it, where applicable (or use it to reduce the interest **you** pay) from the date of receipt.
- c. Rarely a payment could go into someone's **account** by mistake. If this happens to **you**, **we** can:
 - Take the payment back out of **your Account**
 - Put a hold on this **your** money so that **you** cannot spend it.
 - **We** don't have to tell **you** before **we** take the payment back or put hold on the money, even if **we** have let **you** make payment or take cash against it. So, do please check **your Account** regularly to make sure everything is correct.

5.2.6 Payment in error

- a. Banks will share personal information to help a payer, who has paid money in error, to trace that money and claim it back. If **we** think money has been paid into **your Account** in error, **we** might hold onto it until **we** check it with **you**. If **you** agree it's been an error, **we'll** return it. If **you** were expecting the money, **we'll** return it to **your Account**, but you consent that **we** may need to share **your** contact details with the other party.

- b. Where, money have been wrongly credited to someone's **account**, because **you** have provided incorrect payment routing information, **we** will make reasonable efforts to recover the money involved in the transaction and if **we** are unable to recover the money, **we** will, upon receipt of a written request, provide **you** all available relevant information in order for **you** to claim recovery of the money.

5.2.7 International payments into your Account

- a. When **we** receive a payment for **your Account** in a foreign currency, **we** will convert it into Sterling before **we** pay it into **your Account**. If the payment is in Euro (or another currency from the EEA), **we** will credit it to **your Account** and make it available for **you** to use straightaway and pay interest on it, where applicable, (or use it to reduce the interest **you** pay) from the same Working Day. For all other currencies, the time it takes **us** to convert the payment into Sterling takes longer so it will be added to **your Account** up to -2- Working Days after **we** receive it.
- b. **We** will use **our** Standard Exchange Rate for buying the relevant currency that applies on the day **we** receive the payment.
- c. **We** may take **our** charges for dealing with the international payment before **we** add it to **your Account** but if **we** do so **we** will tell **you** the full amount of the payment and the charges that applied.
- d. If a payment is fraudulently or mistakenly paid into **your Account**, the amount of such payment may be subsequently recovered from **your Account**. This may be the case even if **you** have used all or part of the money. If deduction of payment from **your Account** would either makes **your Account** to go overdrawn or over an agreed overdraft limit, this will be considered as an informal request to allow a temporary overdraft.

6. Payments out of your Account

- 6.1 **We** will make payments out of **your Account** if;
 - 6.1.1. There is available money in **your Account**, either in cleared funds or an agreed overdraft limit.
 - 6.1.2. **You** have signed a **cheque** or other document containing payment instructions.
 - 6.1.3. **You** authorise **us** to make the payment using security details (for example a **card** and Pin at the cash machine or at point of sale) as long as any relevant security checks have been completed by **us**.
- 6.2 Cash withdrawals at the counter are allowed up to a reasonable amount in cash or by transfer to any **account** held with **us**. **We** are committed to preventing monies from being used for the purpose of money laundering and for the sake of good order; a limit of £ 5,000.00 has been placed for cash withdrawal where it is a personal **account** and £ 10,000.00 for a business **account** unless larger withdrawal in cash is justified by necessity. No more than £ 2,000.00 is allowed to be withdrawn from branches that are open on non-working day.
- 6.3 **We** may consider any due payments made, agreed or authorised from **your Account** regardless of whether or not they have yet been deducted.
- 6.4 When **you** give **us** a payment instruction (other than by **cheque**), **you** must give **us** the **sort code** and **account** number for payments in the UK, or the equivalent information for payments outside the UK and any other details, **We** ask **you** for such as the name of the person **you** are sending the payment to, so **we** can make the payment (Please note that **we** will deal with such personal data of the third party in accordance with **our Data Protection Policy (Privacy Policy)**).
- 6.5 **You** are responsible for checking the details are correct. **We** will not be liable if **your**

payment is delayed or sent to the wrong person because **you** gave **us** the wrong details. If a payment does go to the wrong person because **you** gave **us** the wrong details, **we** will use reasonable efforts to recover the payment and, if **we** manage to do so, **we** may charge **you our** reasonable costs.

- 6.6** If **you** ask **us** to make a payment on a future date, **we** will make the payment that day. If the payment falls due on a non-Working Day, **we** will make the payment on the next Working Day.
- 6.7** If **you** ask **us** to cancel a payment instruction, **we** may charge **you our** reasonable costs for trying to cancel it, whether or not **we** succeed. **Our** fees are set out in **our Schedule of Charges**.
- 6.8** **You** will not be able to give a payment instruction using a **card** if **we** have stopped, or suspended, **you** from using them. **We** can do this if **we** reasonably consider it necessary for reasons relating to:
- 6.8.1** The security of a **card**; or
- 6.8.2** Suspected unauthorised or fraudulent use of a **card** or **your** Security Details; or
- 6.8.3** A significantly increased risk that **you** may be unable to pay any money **you owe us** on the relevant **account**. Unless the law prevents **us** from doing so or **we** believe it would undermine **our** security measures, **we** will try to contact **you** by telephone or in writing in advance to tell **you** that **we** have done this and **our** reason for doing so.
- 6.8.4** If **we** are unable to tell **you** in advance, **we** will tell **you** as soon as possible afterwards. As **cards** belong to **us**, **we** (or a person acting for **us**, for example a retailer), may take or retain a **card** on **our** behalf if **we** stop or suspend **your** right to use it. If **we** stop or suspend a **card you** must then stop using the **card** and the **card** number.
- 6.9** **We** may refuse to carry out a payment instruction if:
- 6.9.1** **You** do not have available funds to make the payment or **you** have exceeded a limit **we** have applied to **your Account** or **card** (such as the daily limit for withdrawals from cash machines);
- 6.9.2** The payment instruction is not clear, or **you** have not provided **us** with the correct details;
- 6.9.3** There is a legal requirement, or a court or other competent authority tells **us** to;
- 6.9.4** The payment seems unusual compared with the way **you** normally use **your Account**;
- 6.9.5** **We** reasonably believe **you** or someone else has used or is using or obtaining, or may use or obtain a **Service** or money illegally or fraudulently;
- 6.9.6** **We** reasonably believe that someone else may have rights over money in **your Account** (in this case **we** can also ask (or require **you** to ask) a court what to do, or do anything else **we** reasonably need to do to protect **us**); or
- 6.9.7** Any other reason set out separately in these **Terms and Conditions** applies.
- 6.10** If **we** prevent **you** from using **your Account** or **card** or refuse to make a payment under this condition, **we** will act in a manner **we** think is reasonably appropriate for the circumstances and try to reduce the inconvenience to **you**.
- 6.11** Unless the law prevents **us** from doing so, **we** will try to contact **you** to tell **you** that **we** are refusing to act on **your** payment instruction. **We** will do this at the earliest opportunity but in any case, by the time the payment should have reached the bank **you** asked **us** to make the payment to. If **you** are using a **card** to make a payment, the retailer will tell **you** that the payment has been refused.
- 6.12** **You** can also contact **us** to find out (unless the law prevents **us** from telling **you**) why

we have refused to act on **your** payment instruction and how **you** can correct any factual errors that led to **our** refusal.

6.13 **We** are not responsible if a retailer or another bank or its cash machine or other machine) does not accept **your card** or **card** number as this is outside **our** control.

6.14 **Payments (other than payments by card and cheque) out of your Account**

6.14.1 **Timescale for making payment**

If **you** ask **us** to make an immediate payment or a future dated payment (including standing order) to an **account** with another bank in the UK, the following applies:

- a. If **you** ask **us** on a Working Day to make payment to an **account** with any of **our** branches within UK, it will reach that branch straight away.
- b. Where **you** require a Sterling payment (within UK) to reach the recipient on the same Working Day, **you** can ask **us** to make payment by CHAPS (provided **we** receive the request before the **Cut-off Time**). There is a charge for this **Service** (please refer to **our Schedule of Charges**) Otherwise the payment will reach the recipient's bank no later than the **Business Day** after the payment instruction is received by **us**.

6.15 **International payments out of your Account**

6.15.1 If **you** ask **us** to make a payment to a person with an **account** at a bank in the EEA, other than in the UK, and the payment is in Euro, the payment will reach the other bank no later than next working Days after **we** received the payment instruction.

6.15.2 For payments in other EEA currencies to countries within the EEA, the payment will reach the other bank no later than next working Day after **we** received **your** payment instruction. The bank receiving the payment from **us** is required by law to pay it into its **cheques' account** on the day it receives the payment from **us**.

6.15.3 If **you** ask **us** to make a payment to a person in another currency or with an **account** at a bank outside the EEA, **we** will give **you** an indication of the date on which the payment is likely to be received by that bank. This does not mean that the recipient will receive the payment on the same day. This will depend on the banking practice of the country concerned.

6.15.4 **We** will use **our** Standard Exchange Rate for selling the relevant currency unless **we** tell **you** a different rate applies when **you** ask **us** to make the payment. If **you** make a Sterling payment, **we** cannot control the exchange rate applied by the foreign bank.

6.15.5 When **you** ask **us** to make international payments, these may be subject to charges. Please refer to **our Schedule of Charges** for further details.

6.15.6 In making an international payment **we** are acting for **you** as **your** agent. **You** will have to comply with any relevant local laws and **you** agree to hold **us** harmless against all obligations and responsibilities, **we** incur as a result of acting for **you**.

6.15.7 There may be delay in carrying out the payment instructions, while monitoring and/or fraud prevention checks takes place, as required by law. **We** shall not be responsible for any loss suffered by **you** as any such result of such delay.

6.16 **Direct Debits**

6.16.1 If **you** give a business or other organisation (in the UK) authority to collect payments from **your Account** on a regular basis, they will normally tell **you** at least 10 Working Days before changing the payment dates or amount of money they ask **us** to pay from **your Account**, unless **you agree otherwise**.

6.16.2 **We** allow direct debit payments to be collected from **your Account** on the date specified in the direct debit instruction.

- 6.16.3 If **you** think there has been an incorrect direct debit payment **you** should tell **us** immediately so that **we** can arrange a full and immediate refund - even if the original error was made by the business or organisation who set it up. **You** should also contact them to let them know what **you** have done and why?

7. Cancelling or Changing Payment

- 7.1 If **you** ask **us** to make a payment immediately, **we** cannot change or cancel the payment instruction because **we** start processing it when **we** receive it.
- 7.2 **You** can cancel a standing order and any other payment which **you** asked **us** to make on a future date as long as **you** write, telephone or fax the instructions to **your** branch by the end of the last Working Day before the payment is due to be made. **You** will need to quote the name of the party to whom the payment is being made, the amount and the date when the payment is due.
- 7.3 If **you** contact/telephone **your** branch with the details, **you** must confirm **your** instructions immediately in writing. **You** must also tell the person or organisation that collects the payments that **you** have cancelled the **mandate**.
- 7.4 If **you** wish to cancel or change a direct debit, as well as telling **us**, **you** must tell the business or organisation to make sure the payment is cancelled.

8. Card Payments

- 8.1 If **you** use **your card** to withdraw cash or to make a payment, **we** will take the amount withdrawn, or paid, from **your Account** on the Working Day, **we** receive details of the withdrawal or payment.
- 8.2 If **you** use **your card** for a cash withdrawal or to make a payment in a currency other than Sterling, **we** will convert the amount withdrawn, or paid, into Sterling on the day it is processed by the international payment organisation (for example, Visa) whose name or marks appear on the **card**.
- 8.3 The exchange rate, **we** use is the rate set by the international payment organisation. Charge of 1.00% is usually made by international payment organisation; an additional charge of 2.00% of the transaction value is added by **us**. **You** can find out the current exchange rate used by calling **us** on 02074481555.
- 8.4 However, if **you** use **your card** to withdraw Euro from a cash machine in the UK, **you** will be dealing with the bank operating the machine (rather than **us**) for the conversion into Euro. That bank will set the exchange rate and may charge **you** for the conversion.
- 8.5 **We** cannot cancel a payment made using a **card** once **you** have given **your** consent to make the payment to a retailer. **You** will need to contact the retailer separately. This includes payments made on a regular basis from **your card account**, such as magazine subscriptions. **You** will also need to tell the retailer if **your Account** is closed or **your card** number changes otherwise they may not be able to collect **your** payments.
- 8.6 If a retailer agrees to give a refund for a purchase made using a **card** payment, **we** will make the refund when **we** receive details of it from the retailer.

9. Refunds for Payments (except payments made by cheque)

- 9.1 **We** will refund the amount of a payment (except those made by **cheque**) and any charges or interest **you** paid as a result of it, and pay **you** any interest **we** would have paid **you** on that amount, if:

- 9.1.1 **You** asked **us** to make the payment to an **account** at another bank and the payment was not made properly or never arrived, unless there was a mistake in any of the details contained in the payment instruction **you** gave **us**, or **we** can show that the payment was received by the other person's bank (in this case, that bank is required by law to make the payment immediately to that person); or
- 9.1.2 **You** tell **us** that a payment out of **your Account** was unauthorised and, having investigated it, **we** are reasonably satisfied that the payment was not authorised and that **you** are not liable (**condition no. [17]** has more information on liability).
- 9.1.3 However, **we** will not refund the payment if **you** tell **us** the payment was not made properly or was unauthorised more than -13- months after it was made.
- 9.2 Where **you** have used **your card** to make a payment, **you** can ask **us** to refund the payment if the following conditions are satisfied:
- 9.2.1 The payment was made to a retailer in the EEA;
- 9.2.2 The authorisation **you** gave did not specify the exact amount to be paid;
- 9.2.3 The amount that has been requested was more than **you** could reasonably have expected to pay based on the circumstances, including **your** previous spending patterns; and
- 9.2.4 **You** request a refund within -8- weeks of the date the payment was made from **your Account**.
- 9.2.5 **We** may ask **you** to provide information which is reasonably necessary to investigate whether or not **you** are entitled to the refund. In addition, **you** may also find it helpful to contact the person **you** paid using the **card**. Within -10- Working Days of receiving **your** request (or of receiving any further information **we** have asked for), **we** will either refund the payment or **we** will inform **you** of **our** reasons for refusing the refund.
- 9.2.6 If **you** query the payment more than -8- Weeks after it was taken from **your Account** or the payment was made to a retailer outside the EEA, **we** are not obliged to make a refund, but **we** will tell **you** if **we** can help or suggest other steps **you** could take.
- 9.2.7 **You** will be liable up to a maximum of £ 35.00 for any losses incurred in respect of unauthorised payments from **your Account** arising:
- From the use of a lost or stolen **card**, cheque or security details; or
 - Where **you** have failed to keep **your** security details safe.
- 9.2.8 **The** £ 35.00 limit does not apply, and **you** will be responsible for all losses incurred in respect of unauthorised payments from **your Account**:
- Where **you** have acted fraudulently; or
 - Relating to a credit balance where **you** have failed, intentionally or without care, to comply with any term of **our** agreement with **you** relating to the issue or use of a **card**, cheque or security details; or
 - Losses arising from the creation or misuse of an overdraft on **your Account** caused by the misuse of **your card** by someone who obtained it with **your** consent; or
 - Losses where **you** have authorised another person to use **your Account**.
- 9.2.9 **You** will not be liable for any losses arising from the unauthorised use of a **card** or security details (except where **you** have acted fraudulently):

- a. After **you** have notified **us** in accordance with General Condition no. [13.7.2]; or
- b. Where **we** have not, at any time, provided **you** with the appropriate means to notify **us** in accordance with General Condition no. [13.7.2]; or
- c. Where they have been used to make a payment for goods or **services** (except for financial **services** contracts) where the user of the **card** or **security** details does not need to be present, for example over the telephone or internet, provided that **you** notify **us** of such unauthorised use without undue delay on becoming aware of the misuse; or for losses incurred before **you** have received the **card**, **cheque** book or **security** details.

10. Cheques

- 10.1 While writing a **cheque**, **you** must take all reasonable precautions to prevent any subsequent alteration or forgery by someone else (for example by crossing through any space left on the amount payable).
- 10.2 **Cheques** are valid for 6 months or as indicated on the **cheque** only from the date of issue.
- 10.3 When **you** draw a cheque on **your Account**, **we** may decide not to pay it if:
- 10.3.1 **You** do not have sufficient money available in **your Account** at the time of presentation of the **cheque** on the day the payment is requested, or payment of the **cheque** would cause **your Account** to exceed an agreed overdraft limit: or
- 10.3.2 The **cheque** contains a technical irregularity (for example it is more than six-month-old or there is a difference between the amounts in words and figures); or
- 10.3.3 **We** reasonably suspect monitoring for the payment fraud to be fraudulent as part prevention of **our** purpose.
- 10.4 **Stopping payment of cheques**
- 10.4.1 In case a **cheque** has been issued, which is not required to be paid, **you** can inform the branch on which the **cheque** is drawn, quoting **your Account** number and giving details of the **cheque** issued, the **cheque** number, date, amount and beneficiary with instructions not to pay the **cheque** provided:
- a. The amount has not already been deducted from **your Account**;
 - b. **We** have not told the payee or their bank that it will be paid;
 - c. In cases where the initial communication is by telephone/fax, a letter in writing confirming the telephone call/fax message should immediately follow. The branch will stop payment of the **cheque** provided it has not been paid prior to **your** contacting them.
- 10.5 **Other conditions**
- 10.5.1 **You** must not draw **cheques** before the necessary cleared funds have been credited to the **account**. If **cheques** are presented when there are insufficient clear funds to meet them, payment may be refused, and the **cheques** returned. Repeated disregard of these instructions will result in closure of **your Account**.
- 10.5.2 **Cheques** and **Direct Debits** received without adequate balance in the **account** or without prior arrangement will be returned unpaid and the returning charges will be recovered as per **our Schedule of Charges**. Standing orders not executed due to insufficient balance will also be subject to **Service** charges, as set out in **our Schedule of Charges**.
- 10.5.3 Generally, **you** will not be allowed to overdraw the **account** in absence of previous arrangement made with **us**. However, if **you** ask **us** to make payment out of **your Account** either by **cheque**, **card** or other payment instruction when **you** do not have available money in **your Account** or which would cause **your Account** to be overdrawn without agreement, **we** will consider this to be an informal request for

temporary overdraft. It is within **our** discretion whether to accept it or pay it. If **We** pay it and allow an unplanned overdraft, this will not mean that **your** formal overdraft limit, if **you** have one, has changed, nor that **we** are obliged to make any other payment which would have similar effect.

- 10.5.4 Any **Cheque** Book and/or Debit or Credit **Card** issued to **you**, remains **our** property and is required to be kept at a safe place by **you** to prevent any unauthorised use. In case of loss of **Cheque** Book/Debit or Credit **Card**, the fact should be immediately brought to **our** attention and if stolen this must also be immediately reported to the police.
- 10.5.5 If **you** make a payment from an **account** without giving the notice required for that **account**, **we** may make a charge or reduce the interest payable on the **account** as detailed in **our Schedule of Charges** and **account** Specific Conditions.
- 10.5.6 Unless **we** agree otherwise, when **you** give **us** an instruction to make a payment **we** will decide how the payment will be sent.

11. Charges and Interest

- 11.1 When **you** open an **account**, **we** will give **you our Schedule of Charges**, which forms a part of these **Terms and Conditions**. This includes the details of **our Service** charges. **You** can also find out about these charges on **our Website** or asking **our** staff at **our** branches.
- 11.2 Interest on interest bearing **accounts** such as deposit **accounts** and savings bank **accounts** is calculated on available cleared credit balance on the **account**.
- 11.3 Calculation of interest on Sterling balances is based on a 365 day to a year basis whereas for US Dollar and Euro deposits it is on a 360 day to a year basis.
- 11.4 Interest is calculated on daily cleared balance basis and applied twice in a year on **our** savings accounts on the first **Working day** of **June** and **December** each year.
- 11.5 **We** will deduct tax at source if applicable as per prevailing legislations.
- 11.6 **Information about Interest and Taxation**

Everyone who lives in the United Kingdom* (UK) is allowed to earn or receive some income before tax has to be paid. If **you** need specific advice **your** tax position or are unsure of **your** tax status, please contact **your** tax adviser or **your** local tax office and they will advise **you**. Alternatively, **you** can visit the HM Revenue & Customs (HMRC) **website** at <https://www.hmrc.gov.uk>.

**For tax purposes, the Channel Islands and the Isle of Man are not in the UK.*
- 11.7 Debit interest is calculated daily on true debit balance on the **account** and applied monthly on the 25th of every month. If the 25th is non-Working Day, then it will be applied on the following Working Day.
- 11.8 **We** may vary the rate of interest from time to time but will notify **you** in accordance with **condition no. [15]**.
- 11.9 **We** reserve the right to apply a tariff, debit, interest, fees and other **charges** in relation to **your** use of and **our** administration of, the **account** and for any **Service** provided by the **us** in accordance with the rate applicable at the date of opening the **account** or as varied or introduced by **us** from time to time in accordance with these **Terms and Conditions**.
- 11.10 If **we** introduce a new fee or **charge** or if any existing tariff is to be increased, **we** will give **you** notice in accordance with **condition no. [15]**.
- 11.11 The charges will be debited to the **account** on the last Working Day of each quarter (March, June, September and December) or at different times agreed by **us** and notified to **you** with two months' notice.

12. Overdraft Services

12.1 Availability

- 12.1.1 Please contact **us** to arrange an overdraft. If **you** require an overdraft or an increase to a formal overdraft, it is in **your** interests to contact **us** to discuss **your** borrowing requirements as it will be cheaper for **you** to have a formal overdraft rather than make several requests for an unplanned overdraft. If **we** agree to **your** request, **we** will advise **you** of **your** formal overdraft limit and confirm the terms of **your** overdraft in writing.
- 12.1.2 If **you** seek to make a payment or withdrawal from **your Account** which would cause **you** to become overdrawn and there is no formal overdraft limit in place or the payment or withdrawal would cause **you** to exceed a formal overdraft limit, this will be treated as a request for an unplanned overdraft. It is within **our** discretion whether to accept and pay it. If **we** pay it and allow an unplanned overdraft, this will not mean that **your** formal overdraft limit, if **you** have one, has changed, nor that **we** are bound to make any other payment which would have similar effect.
- 12.1.3 If **you** use unplanned overdraft **services**, especially on a frequent basis, it can be a cause for concern to **us** regarding **your** business or personal ability to meet **your** commitments and **we** may terminate **your Account** with **us** in accordance with **condition no. [20.2.2 – Point - b]**.
- 12.1.4 It is **your** responsibility to make sure **you** have available funds in **your Account** to cover any payments **you** have requested. If **we** do not agree to **your** request for an unplanned overdraft, or to an increase in **your** formal overdraft limit, the payment will not be made, and **we** will charge **you** an unpaid item fee as set out in **our Schedule of Charges**.
- 12.1.5 Where **we** agree to make any payment, **you** have requested under **condition no. [12.1.2]**, **you** agree to immediately pay into **your Account** enough money to bring **your Account** into credit or within any agreed overdraft limit.
- 12.1.6 **We** may at any time amend any formal overdraft limit on **your Account**, subject to giving **you** notice. Where **you** have an overdraft, which is repayable on demand **we** may not give **you** notice.
- 12.1.7 **You** agree to repay all amounts owed to **us** at the end of any formal overdraft term or immediately on **our** written demand. Any written demand will be sent by first class post to the address **you** last notified to **us** and will be treated as having been received by **you** -2- days after posting. **We** will normally give **you** a due notice that **your** overdraft must be repaid, or its limit reduced, but **we** may ask for repayment or reduction immediately, if **your** overdraft is repayable on demand. Until repayment, **you** will continue to pay interest and charges both before and after any court order in **our** favour for repayment.
- 12.1.8 Interest on an overdraft is calculated on the cleared balance each day and debited on the 25th of each month or the nearest Working Day after; or on the appropriate charging day, if charged quarterly or at different times agreed by **us**.
- 12.1.9 The charges for **our** overdraft **Services** may be varied under **condition no. [15]** and are explained and set out in **our Schedule of Charges** which forms part of these **Terms and Conditions**.
- 12.1.10 **You** are responsible for any money **you** owe **us**, whether this is as a result of **your** own actions or of someone authorised by **you**.
- 12.1.11 Once **we** have agreed to provide **you** with a formal overdraft **you** have a right to cancel it within 14 days. If **you** wish to do so, please write to **us**. If **you** decide to cancel **you** must immediately repay **us** the full amount **you** owe **us** including any interest or charges.

12.1.12 If **you** do not cancel, **you** are still free to end **your** overdraft at any time by repaying all amounts owed to **us** including any interest and charges.

12.2 Security

12.2.1 When **we** arrange an overdraft limit, **we** will provide **you** with details of any existing security **we** hold for the overdraft and any new security **we** require. These will be detailed in offer letter that **we** send **you**.

12.2.2 **We** will not be obliged to make the overdraft available until any security **we** require has been completed to **our** satisfaction. **We** will require all the security to be granted in **our** preferred form.

13. Card Issue and PIN

13.1 **We** will issue **you** and to all **account** signatories nominated by **you** (“cardholders”), upon request, with an **card**, normally within four Weeks from the date of request, to be used as a part of **your Account**, in accordance with following conditions:

13.1.1 **We** will provide **you** with a PIN (Personal Identification Number) which **you** can use with **your card** to:

- a. Withdraw cash from a cash dispenser;
- b. Purchase goods or **services** from a retailer or other supplier who will usually ask **you** to input **your** PIN into a screened key pad, instead of asking **you** for **your** signature.

13.1.2 **You** authorise **us** to deduct from **your Account**, the amount of any payment carried out by use of **your card**, with or without using the PIN, or **card** details, whether or not **you** have given or authorised such instructions.

13.1.3 **You** must not use **your card** after the end of the month it expires, nor after **we** have asked **you** to return it to **us** or told **you** it is cancelled or that its use is suspended, or **your Account** is terminated.

13.1.4 **You** will be responsible for all losses from use of **your card** and/or PIN if **you** have acted without reasonable care, including not complying with **condition no. [13.7]** or **you** have acted fraudulently.

13.1.5 **We** may ask **you** to return **your card** to **us** or suspend its use at any time, but **we** will normally give **you** prior notice, unless **we** have a reason for not doing so. For example, **we** consider **your card** or **Account** has been or is likely to be misused. **We** may deduct from **your Account** any **card** payment (and any charges) made by **you**, but not paid by **us** until the **card** is returned or its use suspended.

13.1.6 **You** may use **your card** to pay for goods and **services** through a number of different channels, for example the internet, telephone, television or mail order. **You** must not disclose **your** PIN to anyone.

13.1.7 **We** will not be responsible if a retailer or other supplier refuses to accept **your card** or if **you** cannot use **your card** to make a payment.

13.1.8 **You** cannot stop a **card** payment. **You** may get a refund from the retailer. **We** will only credit the **account** with a refund if **we** receive instructions or a refund voucher from a retailer acceptable to **us**.

13.1.9 **We** may refuse to make or authorise a **card** payment arising from an unplanned request for **our** overdraft **services** in accordance with **condition no. [12.1.2]**.

13.1.10 **We** may refuse to authorise a payment if **we** consider that **your card** or **Account** has been or is likely to be misused, or for fraud prevention. For decision making and **card** misuse purposes **we** may refer an authorisation request back to the retailer or supplier for further information. This may require **you** to provide further identification.

This may also be done on a random basis for fraud prevention purposes.

- 13.1.11 If **you** use **your card** to withdraw cash from some cash machines **you** may be charged. **We** will not be responsible if **you** cannot use **your card** in a cash machine operated by another financial organisation, as this cash machine is not serviced by **us**.

13.2 Use of the Card

The **card** must be signed by the cardholder immediately on receipt and may only be used:

- 13.2.1 By that **card** holder;
- 13.2.2 By the cardholder solely as **your** agent; Subject to the terms of these **Terms and Conditions**;
- 13.2.3 Subject to condition 12 (overdraft **services**);
- 13.2.4 To obtain the facilities and benefits from time to time made available by **us** in respect of the use of the **card**;
- 13.2.5 During the validity period (if any) embossed on the **card**.

13.3 Cardholder's account name and address

- 13.3.1 On the production of the **card**, the name of the cardholder nominated by **you** to hold a **card** will be embossed on the face of the **card**. As the **card** name may be longer than the number of characters which can be embossed on the face of the **card**, **we** reserve the right to abbreviate the name which is embossed on the **card**.
- 13.3.2 **You** will immediately notify **us** in writing of any change of name or address of the cardholder. **You** undertake that the cardholder will notify **us**. In the event of failure to notify, **we** may charge to **your Account**, the cost of tracing **you** and/or the cardholder.

13.4 Card Payment

You irrevocably authorise **us** to debit to the **account** each Working Day (in priority to all drawings or debits) whether by electronic transfer or otherwise:

- 13.4.1 **The** amount of any **card** transaction notified to **us**;
- 13.4.2 The amount of any payments authorised by **us** for a prospective **card** transaction (whether or not such payments are made);
- 13.4.3 Where the **Account** has been debited by the amount of the payment so authorised, such debit will be cancelled only if **we** receive notification satisfactory to the fact that the transaction to which the authorisation relates has not taken place or has been cancelled (in which event the authorisation shall also cease to have effect);
- 13.4.4 If **you** use **your card** for a cash withdrawal or to make a payment in a currency other than Sterling, **we** will convert the amount withdrawn, or paid, into Sterling on the day it is processed by the international payment organisation (for example, Visa) whose name or marks appear on the **card**;
- 13.4.5 The exchange rate **we** use is the rate set by the international payment organisation. Charge of 1% is made by international payment organisation; additional charge of 2% of the transaction value is added by **us**. **You** can find out the current exchange rate used by calling **us** on 0207 448 1555;
- 13.4.6 However, if **you** use **your card** to withdraw Euro from a cash machine in the UK, **you** will be dealing with the bank operating the machine (rather than **us**) for the conversion into Euro. That bank will set the exchange rate and may charge **you** for the conversion;

- 13.4.7 **We** cannot cancel a payment made using a **card** once **you** have given **your** consent to make the payment to a retailer. **You** will need to contact the retailer separately. This includes payments made on a regular basis from **your card account**, such as magazine subscriptions. **You** will also need to tell the retailer if **your Account** is closed or **your card** number changes otherwise they may not be able to collect **your** payments;
- 13.4.8 If a retailer agrees to give a refund for a purchase made using a **card** payment, **we** will make the refund when **we** receive details of it from the retailer.
- 13.5 **Termination of card use/Withdrawal against card**
- 13.5.1 **You** will not be able to give a payment instruction using a **card** if **we** have stopped, or suspended, **your** ability to use them. **We** can do this if **we** reasonably consider it necessary for reasons relating to:
- The security of a **card**; or
 - Suspected unauthorised or fraudulent use of a **card** or **your** security details; or
 - A significantly increased risk that **you** may be unable to pay any money **you** owe **us** on the relevant **account**. Unless the law prevents **us** from doing so or **we** believe it would undermine **our** security measures, **we** will try to contact **you** by telephone or in writing in advance to tell **you** that **we** have done this and **our** reason for doing so. If **we** are unable to tell **you** in advance, **we** will tell **you** as soon as possible afterwards. As **cards** belong to **us**, **we** (or a person acting for **us**, for example a retailer), may take or retain a **card** on **our** behalf if **we** stop or suspend **your** right to use it. If **we** stop or suspend a **card you** must then stop using the **card** and the **card** number.
- 13.5.2 **We** may refuse to carry out a payment instruction if:
- You** do not have available funds to make the payment or **you** have exceeded a limit **we** have applied to **your Account** or **card** (such as the daily limit for withdrawals from cash machines);
 - The payment instruction is not clear, or **you** have not provided **us** with the correct details;
 - There is a legal requirement or a court or other authority that tells **us** to act in that way;
 - The payment seems unusual compared with the way **you** normally use **your Account**;
 - We** reasonably believe **you** or someone else has used or is using or obtaining, or may use or obtain a **service** or money illegally or fraudulently;
 - We** reasonably believe that someone else may have rights over money in **your Account** (in this case **we** can also ask (or require **you** to ask) a court what to do, or do anything else **we** reasonably need to do to protect **us**);or
 - Any other reason set out separately in these **Terms and Conditions** applies.
- 13.5.3 If **we** prevent **you** from using **your Account** or **card** or refuse to make a payment under this condition, **we** will act in a manner **we** think is reasonably appropriate for the circumstances and try to reduce the inconvenience to **you**.
- 13.5.4 Unless the law prevents **us** from doing so, **we** will try to contact **you** to tell **you** that **we** are refusing to act on **your** payment instruction. **We** will do this at the earliest opportunity but in any case, by the time the payment should have reached the bank **you** asked **us** to make the payment to. If **you** are using a **card** to make a payment, the retailer will tell **you** that the payment has been refused.
- 13.5.5 Where **we** exercise **our** right under this **condition no. [13]** **your** obligations under these **Terms and Conditions** shall continue in force.

13.5.6 The **card** remains **our** property at all times. On request any **card** issued for use on the **Account** must be returned immediately to **us** or to any other person acting for **us**.

13.6 Liability and the Card

We may issue a **card** for use by an individual nominated by **you** as a cardholder. **You** will be responsible for all transactions arising from use of the **card**, and direct losses incurred by **us** in connection with use of the **card** by the cardholder (including any use in breach of these **Terms and Conditions** which **we** shall be under no responsibility to prevent) which amounts may be debited to the **Account**. **We** will cancel any **card** at any time upon **your** request in writing and the return of such **card** to **us** or upon the surrender of such **card** to **us** by the cardholder.

13.7 Security of the Card

13.7.1 **You** must take all reasonable precautions to prevent misuse of **your Account**, any **card/s** and **your** cheques security details (this includes pins, **account** and **card** details, and other security details which can include 3D password required online transactions, security codes and passwords or secure personal information which allow **you** to access **your Account**, including internet and telephone banking). Failure to take reasonable precautions may result in circumstances compelling **us** to block access to **your Account**, or additional **services** for example telephone or internet banking.

- a. Reasonable precautions may include, but are not limited to:
- b. Signing a **card** as soon as **you** receive it;
- c. Keeping **your card** apart from **your cheques** and PIN;
- d. Keeping **your card, cheque** books safe and not allowing anyone else to use **your card, PIN** or other security details;
- e. Not disclosing **your cards** or security details except when using **your card** or making payments or registering or resetting **your** security details to use internet or telephone banking;
- f. Destroying the PIN advice or deleting the same from **your** mailbox immediately;
- g. Never disclosing or writing down **your** PIN or security details in any way that can be understood by someone else, including a joint **account** holder;
- h. Not choosing a PIN or security details which may be easy to guess;
- i. Ensuring that no-one hears or sees **you** when **you** are using **your** security details or PIN;
- j. Keeping receipts and statements safe and destroying them safely for example by shredding;
- k. Complying with all reasonable instructions **we** issue regarding keeping **your card, cheques, PIN** and security details safe; and
- l. Not allowing family or friends to use **your card** or PIN.

13.7.2 If **your cards, cheques, PIN, or** security details are lost or stolen or **you** think someone knows them or has used or tried to use them please tell **us** immediately by telephoning **us** on 0845 601 2137 from UK or 0044 207 796 2174 from Overseas.

13.7.3 **We** will ask **you** to co-operate with **us** by providing information or other assistance in connection with the loss or misuse of **your card, cheques, PIN, or** security details. **We** may also give to the police, information about **you** or **your Account** which **we** consider relevant to assist with any investigation of criminal activity concerning **your**

card/Account. In some instances, **we** may ask **you** to contact the police in connection with suspicious or criminal activity on **your Account / card**. Such sharing of information shall be in line with **our Data Protection Policy (Privacy Policy)**, a copy of which may be found at **our Website** or you may request a copy from any of **our** branches.

13.7.4 If **you** find **your card** or **cheques** after having reported them lost or stolen or **you** think someone has used or tried to use them **you** must not use them. **You** must destroy them as appropriate, by cutting them into pieces (in the case of a **card** by cutting through the magnetic strip) and/or returning them in person to the branch where **your Account** is held.

13.8 Refund

13.8.1 Where **you** have used **your card** to make a payment, **you** can ask **us** to refund the payment if the following conditions are satisfied:

- a. The payment was made to a retailer in the EEA;
- b. The authorisation **you** gave did not specify the exact amount to be paid;
- c. The amount that has been requested was more than **you** could reasonably have expected to pay based on the circumstances, including **your** previous spending patterns; and
- d. **You** request a refund within -8- Weeks of the date the payment was made from **your Account**.

13.8.2 **We** may ask **you** to provide information which is reasonably necessary to investigate whether or not **you** are entitled to the refund. In addition, **you** may also find it helpful to contact the person **you** paid using the **card**. Within 10 Working Days of receiving **your** request (or of receiving any further information **we** have asked for), **we** will either refund the payment or **we** will inform **you** of **our** reasons for refusing the refund. Where **we** are still investigating the matter and do not have information require for **us** to decide whether or not refund should be made, **we** will in accordance with **our** Complaint Handling Procedure keep **you** inform of progress being made and give **you our** final response within 8 weeks from date of receiving further information **we** have asked for.

13.8.3 If **you** query the payment more than -8- Weeks after it was taken from **your Account** or the payment was made to a retailer outside the EEA, **we** are not obliged to make a refund **ourselves**, but **we** will tell **you** if **we** can help or suggest other steps **you** could take.

14. Internet Banking Facility

14.1 Upon application, **we** may provide **you** or anyone authorised by **you**, Internet Banking Facility to **your Account** information thorough the internet. By applying for the internet **services** and accessing the same **you** acknowledge and accept the following terms. These terms will be in addition to the **Terms and Conditions** relating to any of **your Account(s)** with **us**.

14.2 **You** agree that **you** will not misuse or permit others to access **accounts** using **your** log in privileges. **You** shall also not access any other information stored in **our** computers through any other means.

14.3 **We** may advise from time to time of any additional software requirements however, there will be no obligation on **us** to supply / support any / all prevalent market software. Installing / upgrading such requirements is exclusively **your** responsibility.

14.4 **We** will take reasonable care to ensure the security and prevent un-authorised access to **our Website** using available technology.

14.5 **You** will keep the user ID and password strictly confidential and must not reveal the

password to any third party. **We** will not be responsible for any loss to due to non-compliance with this condition. **You** are advised to change the password periodically and choose a password with minimum 6 characters length, with a mixture of letters and numbers. In case **you** forget the password, **we** will, on receipt of request, reset the password and advise **you** of the same after adequate verification.

- 14.6** **Your** query or **Service** delivery is based on off-line day-end data of the specific date. If **you** think there is a mistake on the balance in the **Account**, **you** must bring it to the attention of **your** branch manager in accordance with these **Terms and Conditions**.
- 14.7** Whilst **we** will do **our** best to ensure a smooth running of the **Internet Banking Service**, **we** will not be liable if the internet banking facility is not available in the desired manner for reasons including: natural calamity, floods, browser incompatibility, and failure in the telecommunication network / internet network or for any other circumstances beyond **our** reasonable control; or if **we** have to carry out necessary IT maintenance, or in the interests of security.
- 14.8** **You** are liable and will have to cover the cost of **our** direct losses suffered by **us**, **our** customers or third party or any claim or action brought by a third party to the extent the result of the improper use of **our** internet banking by **you**.
- 14.9** **We** may vary, add and /or modify or delete the **services** offered to **you** by giving as much notice as possible. Where the changes **we** make are to **your** disadvantage, **we** will give **you** -60- days personal advance notice.
- 14.10** **Services** are available as long as **you** maintain an **account** with **us** and it will cease as soon as the same is discontinued.
- 14.11** **You** may unsubscribe from these **services** or delete any existing **account**, by informing **In Charge - IT Department at 32 City Road, London - EC1Y 2BD** in writing or by e-mail to **it.uk@bankofbaroda.com**.

15. Changes to these General and Specific Terms and Conditions

- 15.1** **We** will not change a fixed rate on **your Account** or any other condition, if **we** have agreed to fix it, for the time **we** have agreed to keep it fixed.
- Otherwise, **we** can only make changes to these **Terms and Conditions** as set out below.
- 15.2** **We** may from time to time amend **our Terms and Conditions** for the following reasons:
- 15.2.1.** If the change is favorable to **you**;
- 15.2.2.** To comply with **our** legal obligations;
- 15.2.3.** To reflect changes in general banking practice;
- 15.2.4.** To reflect regulatory changes;
- 15.2.5.** Where required to do so, or to reflect a decision or recommendation as the result of any ruling by a Competent Court or any other law enforcing body;
- 15.2.6.** To reflect changes in costs associated with the relevant technology, the costs **we** pay to others relating to the **Account** or **services** and/or **our** costs of providing the **Account**, **Service** or facilities.
- 15.3** **We** will tell **you** about any other changes to these **Terms and Conditions** when they come into effect by placing a notice with **your** statement, on **Website** or by email or by post.
- 15.4** If **we** decide to make any change to these **Terms and Conditions**, **we** will give **you** -60- calendar days' notice of the change. If **we** make any changes to these **Terms and Conditions** that does not disadvantage **you**, **we** may make them immediately and tell **you** about them within -60- calendar days of having done so.

- 15.5** If the changes are not to **your** advantage **you** may wish to close **your Account** within -60- calendar days of the date of the notice of the changes. If **you** reject the proposed changes, **we** may take this as a rejection of the contract with **us** and a notice of termination. **We** will contact **you** to before **we** close **your Account**. If **we** do not hear from **you**, **we** will consider that **you** have accepted the changes **we** have made to the Terms and Conditions.
- 15.6** **Changes without advance notice**
- Rates on **accounts** linked with **Our Base Rate** or LIBOR (as per the agreed terms) change automatically. **Our Base Rate** is displayed at **our** branches as Well as on **our Website**.
- 15.7** Subject to **condition no. [15.1]**, **we** may vary the **account** interest rate for any one or more of the following reasons:
- 15.7.1** If there is a change in relevant law, regulation, code of practice or to reflect a recommendation, requirement or decision of any applicable court, ombudsman, regulator or similar body;
- 15.7.2** To reflect any change in the **Base Rate**;
- 15.7.3** To reflect changes or expected changes in the costs **we** pay to others and/or changes in inflation, or the costs of the services or facilities **we** provide;
- 15.7.4** To reflect any change in interest rates charged by other UK competing banks or financial institutions;
- 15.7.5** To reflect any changes in money market interest rates or the cost to **us** of money **we** lend;
- 15.7.6** To reflect any reorganisation of **our** business by it being acquired by or by **our** acquiring another bank or organisation (so that customers with similar products can be treated in the same way);
- 15.7.7** To reflect any event beyond our reasonable control.

16. Inactive Accounts

- 16.1** If there are no transactions in the **Account** (apart from those generated by **us** for example charges and interest etc.), for -12- months **we** may classify such **account** as "inactive **account**" as a fraud prevention measure. Once the **account** is classified as inactive, **we** may only allow transactions in the **account** after obtaining from **you** fresh identification documents. Certain transactions, in such **accounts**, may be allowed by **us**, depending upon the circumstances, on a case-to-case basis at **our** discretion.
- 16.2** In the meantime, **we** may write to **you** directly or may enlist the **services** of various agencies to establish contact with **you**. Once classified as inoperative, half yearly charges, as specified in **our Schedule of Charges**, may be applied for such **accounts** as additional efforts are required to be taken by **us** by way of selective monitoring, follow-up with the customers, carrying embedded risk etc.
- 16.3** After a period of inactivity of further -14- years, the **account** will be formally classified as **Dormant**. Once the **account** is classified as **Dormant**, **we** will only allow transactions in the **account** after carrying out detailed due diligence.
- 16.4** **We** may participate in future Governments "Reclaim Funds Scheme" under "The Dormant Bank and Building Society accounts Act (the "Acts").
- 16.5** The Acts allow participating banks and building societies to cease their responsibility to a dormant **account** holder upon transfer of the balance of the **account** to a reclaim fund. After transfer, the **account** holders will have the right of repayment from a reclaim fund which will need to be authorised by the **Financial Services Authority**. **Account** holders will be able to continue their usual relationship with

their bank or building society, which will act as an agent of a reclaimed fund.

17. General Liability

17.1 If we break these Terms and Conditions:

- 17.1.1 **We** will not be liable for losses or costs caused by abnormal and unforeseeable circumstances outside **our** reasonable control, which would have been unavoidable despite all efforts to the contrary, for example delays or failures caused by industrial action, problems with another system or network, mechanical breakdown or data-processing failures;
- 17.1.2 **We** will not be liable for any business losses or costs **you** suffer (such as loss of business profits or opportunities) or for any indirect losses that **we** could not have reasonably foreseen.
- 17.2 **You** will not be liable for any payment instructions **you** did not give **yourself**, even if they were given using **your card** or Security Details, unless **we** can prove either:
 - 17.2.1 That **you** have acted fraudulently in which case **you** will be liable for all payments from the **Account** that **we** have been unable to stop; or
 - 17.2.2 That **you** have been very careless with **your card** or security details (for example, if **you** do not tell **us** as soon as **you** think someone has gain access to **your** security details or is accessing **your Account** without **your** authority or **you** broke **your** obligations in **condition no. [13]**, in which case (depending on the facts of the case and any legal requirements that apply) **you** may be liable for payments from **your Account** but only until **you** have told **us** that **your card** or **Security Details** have been lost, stolen or could be misused.
- 17.3 If **you** are not liable for a payment, **we** will refund the amount of the payment and any charges or interest **you** paid as a result of it and pay **you** any interest **we** would have paid **you** on that amount and will not have any further liability to **you**.
- 17.4 Nothing in these **Terms and Conditions** limits **our** liability for acting fraudulently or very carelessly or otherwise excludes or limits **our** liability to the extent **we** are unable to exclude or limit it bylaw.

18. Our Right to Set-Off

- 18.1 If any money **you** owe **us** is overdue for payment, **we** may use any money in any of **your Accounts** with **us** to reduce or repay (by way of set-off or otherwise) what **you** owe **us**.
- 18.2 **We** can use **our** set-off right, where **you** have **accounts** which are only in **your** name as well as joint **accounts you** hold with another person (X) as shown below:

Money in your Account for	Set-off against money owed by
You only	You
You only	You and x
You and x	X
You and x	You

- 18.3 **We** will tell **you** at least -14- days before doing this unless **we** reasonably think **you** will move **your** money to stop **us**.
- 18.4 **We** can use money in **your Accounts** to pay what **you** owe **us** as described above even if there is a court decision against **you** or **you** are fined (including interest arising after the date of the final decision or fine), unless the court instructs **us** otherwise, or **we** are otherwise prevented by law.

- 18.5 Occasionally **we** receive legal instructions or notices to hold a customer's money for someone else or to pay it to someone else. If this happens to **you**, the money available to the other person will be what is left after **we** add up amounts **we** owe **you** on **your** affected **accounts** and subtract amounts **you** owe **us**, including any interest arising after the legal instruction or notice, unless **we** decide otherwise acting reasonably or **we** are otherwise prevented by law.

19. Third Parties

- 19.1 **We** do not recognise the interest or claim of any other person, apart from the **account** holder/s unless required to do so by law.
- 19.2 **You** may not transfer any obligations or rights, benefits or interests under this agreement or in **your Accounts** (or income from them) or create any security over money in **your Accounts** in favour of someone else unless **we** say **you** can in writing.
- 19.3 If **you** become mentally incapable of managing **your** affairs, **we** may allow a person appointed by the court to operate the **account**.

20. Ending the Terms and Conditions or an Account or Service

- 20.1 These **Terms and Conditions** will continue until **you** or **we** cancel or end them. If **you** are paying any monthly or other regular fees for an **account** or **Service**, the amount **you** pay will be limited to the period **we** provide that **account** or **Service**.
- 20.1.1 **You** may end these **Terms and Conditions** or an **account** or other **Service** under it, at any time by writing to, or by visiting one of **our** branches and instructing one of **our** cashiers. **You** will also be treated as ending these **Terms and Conditions** in relation to an **account** if **you** have not made a payment into the **account** within three months of opening it.
- 20.2 **We** may end these **Terms and Conditions** (terminating **our** relationship with **you** or any **account** or **Service** under it):
- 20.2.1 By writing to **you** and giving **you** two months' notice; or otherwise
- 20.2.2 Immediately if:
- a. **You** are, or **we** reasonably consider **you** may be:
 - Using or obtaining, or allowing someone else to use or obtain, a **Service** or money illegally;
 - Acting fraudulently;
 - Behaving improperly (for example, in a threatening or abusive manner) with us; or
 - b. **We** reasonably consider that by continuing the **Terms and Conditions**:
 - **We** may break a legal requirement or a court order or other authority; or
 - **We** may be exposed to action from any government or regulator; or
 - **You** have seriously or persistently broken these **Terms and Conditions** in any other way.
- 20.3 **We** may close or suspend an **account** or stop providing a **Service** if:
- 20.3.1 **You** are not eligible (or no longer eligible) for an **account** or **Service**; or
- 20.3.2 **You** do not use it for -12- months. In this case, **you** can ask **us** to remove any restrictions **we** have applied to the **account** or **Service** at any time, but **we** may need to check **your** identity before **we** do so (**see condition no. [16]** under inactive **accounts**).

- 20.3.3 **We** are currently required to check immigration status when **we** open new **account** for **you**. From January 2018, **we** will also be required to conduct these checks on **your** existing current/savings **accounts** with **us** on a **quarterly** basis. **We** will do this using Credit Industry Fraud Avoidance System (CIFAS). If this check identifies that **you** may be a disqualified person, i.e. a person who does not have valid permission to live in the UK, **we** will notify the Home Office. If the Home Office confirms that the applicant is a disqualified person, **we** cannot open the account and will reject the application. **We** will inform the applicant of this unless it is unlawful for **us** to do so and this shall vary on a case-by-case basis. (Please note that **we** will use **your** personal details that **we** hold or those that you provide **us** on the **Application Form** to check **your** status on CIFAS or to inform the Home Office as required by law.) If **you** no longer have permission to remain in the UK, the UK Government may require **us** to close all **your Accounts, services, loans** (including any jointly held **accounts** or **accounts** where **you** are a signatory or beneficiary) **you** have or associated with. If **you** cannot hold any **accounts** or any of these products and if **we** have to close the **accounts, we** may be forced to delay returning any money from **your Account** to **you**.
- 20.4 If **we** end these **Terms and Conditions** or stop providing an **account** or **Service, we** will act in a manner **we** think is reasonably appropriate for the circumstance and will try to reduce the inconvenience to **you**.
- 20.5 When **you** or **we** end these **Terms and Conditions**, any benefit, **Service** or **account we** provide under it will end and **you** must on **our** request:
- 20.5.1 Repay any money **you** owe **us**, such as any overdrafts and the amount of any **cheques, card** payments or other payment instructions **you** have made, and which have not yet been taken out of **your Account**;
- 20.5.2 Pay any charges and interest that **you** owe **us** (if **you** cancel, these will be the charges and interest applying to the period before the **Terms and Conditions** are cancelled); and
- 20.5.3 Return anything that belongs to **us** or that **we** have given **you**, such as **cards** and unused **cheques** (cutting both up before sending them).
- 20.6 If **you** or **we** end a **Service** (but not the whole **Terms and Conditions**), **you** must take these steps as they apply to that **Service you** are ending alone.
- 20.7 When **your Account** is closed, **you** are responsible for cancelling any direct payments (such as direct debits, standing orders and regular **card** payments) into or out of **your Account**. If someone sends a payment to **your** closed **Account, we** will take reasonable steps to return the payment to the sender.
- 20.8 If these **Terms and Conditions** (or a **Service** under it) ends, it will not affect any legal rights or obligations which may already have arisen, or any instructions already given.
- 20.9 When these **Terms and Conditions** end (or **your Account** is closed) **we** will pay or transfer money **we** hold for **you** or owe **you** under this agreement (or in the **account**) to **you**, or to any other person **you** name in writing. However, **we** may keep enough money to cover any liabilities owed to **us**, such as anything **you** owe **us** under **condition no. [18]** or, if **you** have broken these **Terms and Conditions**, any direct loss of **ours** as a result.
- 20.10 After these **Terms and Conditions** end, **we** will keep **our** rights to use money between **accounts** under **condition no. [18]** (Set off) and any rights **we** have under general law and **condition no. [18]** will continue to apply.

21. Death

- 21.1. In the event of death of a sole **account** holder, **we** will to pay the amount of the

deposit and any interest that has accrued without notice or loss of interest. **We** do this when **we** receive the necessary legal documents to confirm the death and to confirm the authority of deceased's legal representative. Copies of death certificate, probate and those of identification documents of the probate holder will normally meet these requirements.

- 21.2. If the **account** is in the joint names, it will continue in the name(s) of the survivor(s) in accordance with **condition no. [3.5]**.

22. Transferring Rights or Obligations under these Terms and Conditions

- 22.1. **We** may transfer **our** rights and/or responsibilities under these **Terms and Conditions** to any person if that other person is authorised to accept deposits and writes to **you** and undertakes to carry out all **our** duties and obligations under this contract.
- 22.2. If it does so, **you** agree that **we** will be released from all those duties and obligations. **You** may not transfer any of **your** rights or responsibilities under these **Terms and Conditions** to any person. If **we** transfer **our** responsibilities **we** will only do so to someone **we** reasonably believe is capable of performing them.

23. Confidentiality

- 23.1. **We** will treat all **your** personal information as private and confidential (even when **you** are no longer a customer). Information **we** hold about **you** will not be disclosed to anyone (including other companies in **our** group) unless:
- 23.1.1 **We** are legally required to disclose;
- 23.1.2 **We** have a public duty to disclose;
- 23.1.3 **Our** interests mean **we** must give the information (for example, to prevent fraud). However, **we** will not use this as a reason for giving information about **you** or **your Account** (including **your** name and address) to anyone else, including other companies in **our** group for marketing purposes without **your** consent;
- 23.1.4 The disclosure is made with **your** consent;
- 23.1.5 This is as set out in **condition no. [24]** below;
- 23.1.6 This is as set out in **our Data Protection Policy (Privacy Policy) a copy of which may be obtained from any of our branches or available on our Website.**

24. Data Protection

(UK) Limited is a data controller registered with the Information Commissioner under number ZA452340.

In order to provide **you** with bank **accounts** and other products and **services**, **we** need to collect, use, share and store personal information about **you** and **your** transactions ("**your Information**"). This section explains how **we** will use **your** Information.

24.1 What your Information includes

- 24.1.1 **Your** Information includes information which **we**:
- 24.1.2 Obtain from **you** or third parties, such as employers, joint **account** holders, credit reference agencies, fraud prevention agencies or other organisations when **you** apply for an **account** with **us** or for any of **our** other products or **services**, or which **you** or they give to **us** at any other time; or
- 24.1.3 Learn from the way in which **your Accounts** with **us** are administered and managed, from the transactions made such as the date, amount, currency and the

name and type of supplier (for example, supermarket **services**, medical **services**, transactions in assets, retail **services**) and from the payments which are made to and from **your Accounts** with **us**.

- 24.1.4 Information gathered from technology which **you** use to access **our services** (e.g. Location data from **your** mobile phone, internet protocol (IP) address or telephone number).
- 24.1.5 Where **you** provide personal and financial information about others (such as dependents, other family members and a joint **account** holder) **you** confirm that **you** have their consent or are otherwise entitled to provide this information to **us** and for it to be used in accordance with these **Terms and Conditions**.
- 24.1.6 Implementation of the Fourth EU Money Laundering Directive (4MLD) via the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 (2017 MLR) imposes additional due diligence measures on **us**. The 2017 MLRs require **us** to carry out customer due diligence (CDD) measures to be applied to new business relationships and to existing customers. In compliance with **our** duties to comply with the regulations, **we** may request additional information from **you** and may also contract with third parties for information in relation to carrying out CDD checks in compliance with **our** legal obligations. **We** shall keep documents and information obtained during a CDD for a period of five years.

24.2 How we Use Your Information

We and other companies in the Bank of Baroda group of companies will use **your** Information to manage **your Accounts**, give **you** statements and provide **our services** and products, to make credit decisions about **you** (and anyone to whom **you** are financially linked) for assessment and analysis (including credit and/or behavior scoring, market and product analysis), to prevent and detect fraud, money laundering and other crime, to carry out regulatory checks, to meet **our** obligations to any relevant regulatory authority, to develop and improve **our services** to **you** and other customers, to recover debt and to protect **our** interests.

24.2.1 Open Banking

- a. **We** will hold and use information which **you** voluntary share with **us** for the purposes of providing **you** with payment information **services** and **account** information **services**. Payment information **services** are **services** that allow **you** to instruct payments to be made from **your Account** by a third party and **account** information **services** that allow **you** to see **your Account** with different providers in one place.
- b. If **you** or someone with authority over **your Account**, asks **us** to share **your** Information with third parties, **we** will be happy to do so, but it is important **you** know that **we**, as **your** bank, will have no control over how that information is used. **You** will need to agree the scope of use directly with third party.
- c. The Payment Services Directive 2(PSD2) and the Payment Service Regulations 2017 came into effect in the UK from 13 January 2018. Under PSD2, **you** will be entitled to use regulated Third Party Providers (TPPs), for account related services as above. However, **we** strongly advise that before **you** give any TPP permission to access **your Account** information **you** should check that they are authorised by the **Financial Conduct Authority** or other approved European regulator to provide such account related service. Under the PSD2 **we** are obliged to allow **you** to grant access to TPP's, however, make no recommendations in this regard. However, with TPP's, acting with **your** authority and with information received from **you**, **we** may not be able to detect an unauthorised or fraudulent access and **we** provide no guarantee in this regard. If an unauthorised transaction arises through **your** use of a TPP, please let **us** know immediately by contacting you base / nearestbranch.
- d. **You** consent to **us** using **your** Information to provide payment **services** to **you**. If **you** withdraw this consent, **we** will stop providing payment **services** but may still

use **your** data where **we** have lawful grounds to do so (for example because **we** need to retain records for regulatory purposes).

- e. Any information **you** give **us** to share that is not about **you** -for example, if its joint **account**, **we** would expect that **you** have informed the other person or people and got their permission.

24.3 Use of your Information for Marketing Purposes

- a. With **your** permission, **we** and other members of the Bank of Baroda group of companies may use **your** Information to inform **you** by letter, telephone, fax, text messages, digital television, email and other electronic methods about products and **services** (including those of others) which may be of interest to **you**.
- b. If **you** do not want **us** to contact **you** about such products and **Services** please let **us** know by writing to **us** at **Group Control Office, London Main Office, 32 City Road, London EC1Y 2BD** /emailing **us** at **info.uk@bankofbaroda.com**.

24.4 Third Parties with whom we may share your Information

24.4.1 **We** may share **your** Information with the following third parties, wherever located:

- a. Other companies within the Bank of Baroda group of companies (which means **our** subsidiaries, associates and joint ventures, etc.);
- b. **Our** partners, and other companies and organisations that provide **services** to **us** or assist **us** or act as **our** agents including but not limited to sub-contractors and professional advisors;
- c. Anyone to whom **we** may transfer **our** rights and/or obligations under any agreement **we** have with **you**;
- d. Any third party as a result of any restructure, sale or acquisition of any company within the Bank of Baroda group of companies;
- e. **Your** advisers (including but not limited to accountants, lawyers or other professional advisors) where authorised by **you**;
- f. Credit reference agencies, fraud prevention agencies and any crime prevention agencies;
- g. Where **we** have a duty to do so, or if law or regulation allows **us** to do so

24.4.2 In the event that any additional authorized users are added to **your Account**, **you** and the additional authorized user/s, authorize **us** to pass the information about **you** to other user.

24.4.3 Save as set out above **we** will not disclose **your** Information to anyone unless the disclosure is made with **your** consent.

24.5 Sharing information about you with tax authorities.

24.5.1 **We** may be required by law or regulations to share information about **your Accounts** with relevant tax authorities, either directly or via the local tax authority. The tax authority **we** share information with, could then share that information with other appropriate tax authorities. If **we** need extra document or information from **you** about this, **you** must supply these. If **you** don't, **we** may need to close **your Account** or, if the law or other regulators require **us** to do so, **we** will withhold parts of certain payments received into **your Account** and pass the withheld money to the relevant tax authorities.

24.5.2 FATCA is an acronym for the Foreign Account Tax Compliance Act, a new set of US Tax Regulations brought in by the US govt. to prevent the tax evasion by US citizens, green card holders, US tax residents, US Corporations, US Partnerships, US estates and US trusts ("**US Persons**") through assets held in foreign accounts. **You** must inform **us** if

you are a US citizen or are otherwise subject to US tax on non-US income and gains (for example if **you** are a US 'Green Card' holder) or are a resident of the US.

24.5.3 **You** must also inform **us** as soon as possible if **you** become a resident of the US or if **your** US tax status changes. **You** must seek independent advice if in doubt of **your** tax status. If **your** organisation is resident in the United States or dual resident, **you** should also provide a completed signed and dated IRS Form W-9, a copy of which is available to download from **our Website**.

24.5.4 **We** may request additional information from **you** in order to establish **your** tax residency and/or US citizenship and may report **your** personal information and information relating to **your Account** to the US tax authority (IRS).

24.6 Transfer of Your Information Overseas

We may transfer **Your** Information to another company in the Bank of Baroda group of companies or to a **Service** provider or agent in another country (including countries outside the EEA) for the purposes stated in **condition no. [24.4]** above. **We** will make sure that the Group Company, **service** provider or agent agrees to apply the same levels of protection as **we** are required to apply to **your** Information and to use **your** Information in accordance with **our** instructions.

24.7 Credit Reference Agencies and Fraud Prevent Agencies

24.7.1 **We** may give **your** Information to and receive information from credit reference agencies and fraud prevention agencies. **We** and other organisations may access and use this information to prevent and detect fraud, money laundering and other crimes, to make credit assessments and decisions about credit related **services** to enable **us** to manage and take decisions about **your Accounts**, insurance policies and insurance claims and to recover debt.

24.7.2 Information held about **you** by the credit reference agencies may already be linked to records relating to **your** partner or members of **your** household where a financial "association" has been created. Any enquiry **we** make at a credit reference agency may be assessed with reference to any associated records. Another person's record will be associated with **yours** when:

- a.** **You** make a joint application;
- b.** **You** advise **us** of a financial association with another person; or
- c.** If the credit reference agencies have existing linked or "associate" records.

24.7.3 This "association" will be taken into **account** in all future applications by either or both of **you** and shall continue until one of **you** applies to the credit reference agencies and is successful in filing a "disassociation".

24.7.4 Credit reference agencies keep a record of **our** enquiries and may record, use and give out information **we** give them to other financial institutions, insurers and other organisations. If false or inaccurate information is provided or fraud is suspected details may be passed to fraud prevention and credit reference agencies. Law enforcement agencies may access and use this information. The information recorded by fraud prevention agencies may be accessed and used by organisations in a number of countries including the UK.

24.7.5 The Criminal Finances Act 2017 (CFA), which came into effect from 30 September 2017, has imposed higher obligations on **us** to report suspicious activities ("**Suspicious Activity Reporting or SAR's**"). The National Crime Agency ("NCA") may require **us** to provide relevant information of **your Account** to the NCA where the NCA has received a SAR or a request by an overseas authority. In the event **we** receive such request from the NCA, **we** shall be relieved of any obligation of data protection and confidentiality and shall be entitled to share **your Account(s)** details with the NCA or any other crime

investigation agency duly authorised by legislation.

- 24.7.6 **We** can provide the names and addresses of the credit reference and fraud prevention agencies **we** use if **you** would like a copy of **your** Information held by them. Please contact **us** at **Group Control Office, London Main Office, 32 City Road, London EC1Y 2BD** if **you** want to receive details.

24.8 **Right to receive a copy of your Information**

You can ask for a copy of **your** Information by writing to **us** at

Group Control Office London Main Office, 32 City Road, London EC1Y 2BD
020-74571515

Or emailing **us** at

Info.uk@bankofbaroda.com.

We may charge an administration fee to meet **our** costs in providing **you** with details of **Your** Information. Details of this charge are set out in **our** **Schedule of Charges**.

You can also write to **us** at above address if **you** believe, any of the information **we** hold about **you** is incorrect.

24.9 **Period we keep your information**

We will keep **your** information for as long as it is required by **us** or other Bank of Baroda group of companies (even if **you** have closed **your** **Account**) in order to comply with legal and regulatory requirements, or other operational reasons, such as dealing with any queries relating to **your** **Account**.

24.10 **Where to find further information**

Please visit **our** **Website** <https://www.bankofbarodauk.com/data-protection/> to see **our** [Data Protection Policy \(Privacy Policy\)](#) which provides further information about how **we** use **your** Information.

25. Not Enforcing these Terms and Conditions

We may not always strictly enforce **our** rights under these **Terms and Conditions**, for example **we** may allow **you** more time to pay what **you** owe. If **we** do this, it will be just a temporary measure and **we** may enforce **our** rights strictly again.

26. Law Applying to these Terms and Conditions

These **Terms and Conditions** are governed by the laws of England and Wales and **we** will communicate with **you** in English.

27. Complaints

- 27.1 If **you** have a complaint, please contact in the first instance to the branch where **you** maintain **your** **Account**. **We** have procedures designed to resolve **your** complaint effectively. **We** can give **you** a leaflet describing these procedures if **you** ask for it at any time, from any of **our** branches. These can also be accessed from **our** **Website** at [Complaints Procedure](#).
- 27.2 If **you** have a payment related complaint, **we** will aim to respond to it within 15 working days of receiving the complaint.
- 27.3 **We** are a member of Financial Ombudsman **Services (FOS)**. If **you** make a complaint and are not satisfied with the final response **we** give under **our** internal complaint procedure, **you** can ask the complaint to be resolved by the Ombudsman.

You can contact FOS by writing to the following address;

Financial Ombudsman Services
South Quay Plaza
183 Marsh Wall
London E14 9SR
(Tel 0845 080 1800)

28. Details About Us and Our Regulator

Bank of Baroda (UK) Limited is established in the UK with company number 10826803 at 32 City Road, London EC1Y 2BD. This is our UK head office. We are authorised by the Prudential Regulation Authority ([PRA](#)) and regulated by the Financial Conduct Authority ([FCA](#)). Our authorization number is 768016 which can be checked on the Financial Services Register at <https://www.fca.org.uk/>. Bank of Baroda (UK) Limited is a member of the Financial Services Compensation Scheme ([FSCS](#)) and the Financial Ombudsman Service ([FOS](#)).

You can write to us at Bank of Baroda (UK) Limited, 32 City Road, London EC1Y 2BD.

Telephone Number [0207 457 1515](tel:02074571515)

Email info.uk@bankofbaroda.com.

To find out about current interest rates or exchange rates please call [0207 457 1515](tel:02074571515) or contact any of our branches. Contact details of our branches are listed at the back of this booklet. You can also get these from the Contact Us section of our Website.

29. Important Information about Compensation Arrangements

We are covered by the Financial Services Compensation provided by the [FSCS](#). The FSCS can pay compensation to depositors if a bank is unable to meet its financial obligations. Most depositors - including most individuals and small businesses - are covered by the scheme.

In respect of deposits, an eligible depositor is entitled to claim up to £85,000. For joint **accounts** each **account** holder is treated as having a claim in respect of their share so, for a joint **account** held by two eligible depositors, the maximum amount that could be claimed would be £85,000 each (making a total of £170,000). The £85,000 limit relates to the combined amount in all the eligible depositor's **accounts** with the bank, including their share of any joint **account**, and not to each separate **account**.

For further information about the compensation provided by the FSCS (including the amounts covered and eligibility to claim) refer to the FSCS **Website** (<http://www.fscs.org.uk/>) or Freephone number [0800 678 1100](tel:08006781100) or [020 7741 4100](tel:02077414100)

Or

You can write at this address:

Financial Services Compensation Scheme
PO Box 300
Mitcheldean GL17 1DY

Please note only compensation-related queries should be directed to the FSCS.

Protecting your money - A guide to how the FSCS protects your money

The Financial **Services** Compensation Scheme has produced this [leaflet](#) which provides more information on how the FSCS protects **your** money.

*****END OF PART I*****

PART - II – PRODUCT SPECIFIC TERMS AND CONDITIONS

Mobile Banking Application

Baroda M-Connect Plus UK Terms and Conditions

1. Glossary of Terms

“**Mobile Banking App**” or “**Application**” or “**App**” or “**Baroda M-Connect Plus UK**” or “**Baroda M-Connect + UK**” or “**M-Connect Plus UK**” or “**Mconnect Plus UK**” or “**Baroda Mconnect Plus UK**” means the Bank of Baroda (UK) Limited mobile banking application, Baroda MConnect Plus UK Version 1.0.2 (or any subsequent version) which can be downloaded to any mobile device which runs an operating system supported by us, through which you can access some of our Online Banking service.

“**Application Form**” means the application form for registration and de-registration for the Baroda MConnect Plus UK service and for requesting MPIN and relinking Accounts

“**Account/s**” means any account/s at the Bank which has been registered for use via Baroda M-Connect Plus UK

“**MPIN**” means Personal Identification Number (transaction PIN) for the mobile banking facility

“**Application PIN**” means the Personal Identification Number for opening the mobile banking facility in the mobile device

“**Bank**” means Bank of Baroda (UK) Limited

“**Facility**” means mobile banking facility provided to you

“**Mobile Phone number**” means UK mobile number that has been given by you to register for the Facility

“**Base Branch**” Branch where the you are maintaining your primary account

“**Online Banking**” means the Bank of Baroda (UK) Limited online banking service available via www.bankofbarodauk.com

“**Self Linked Accounts**” means the accounts held by the same customer with Bank of Baroda (UK) Limited

“**Third Party within Bank**” means the accounts held by different customers with Bank of Baroda (UK) Limited

“**Rapid funds to India**” means the service provided by Bank of Baroda (UK) Limited to its customers ‘For Rupee remittance to India’

“**You**”, “**Your**” and “**yours**” or “**Customer**” mean each person who is named as the Account holder with us and downloaded the Mobile Banking App.

“**We**”, “**us**” and “**our**” mean Bank of Baroda (UK) Limited and any agents we appoint to provide all or part of the Mobile Banking App

Important Notes in Our Terms and Conditions That You Should Be Particularly Aware Of Security

You should make sure **you** keep **your** mobile device or tablet and the security details you use to log on to the Mobile Banking App safe and secure. **You** must let us know as soon as possible if these are lost or stolen. **You** may be responsible for unauthorised payments made from your Accounts if you have not kept your mobile telephone or tablet and your security

details safe. For full terms and conditions about the security please see clause 9.

Charges

We do not charge for the App. However, your mobile network operator may charge **you** to access the App and these charges may vary if you access the App when abroad. You are responsible for these charges. For full terms and conditions about the charges please see clause 6.

Suspension of the Mobile Banking Application - Baroda MConnect Plus UK

We can suspend the App in a limited number of situations, for example, for security reasons or because we suspect the App has been used fraudulently or in an unauthorised way. **We** will try to tell **you** in advance but may not always be able to. For full details about suspension please see clause 16.

Changing the Mobile Banking Application Terms

We can change these Mobile Banking Application Baroda MConnect Plus UK Terms, including our charges. If we decide to make any changes to these Terms we will give you 60 calendar days' notice of the change. If we make any changes to these Terms which do not disadvantage **you**, We may make the changes immediately and tell you about them within 60 calendar days of having done so. For full Terms and Conditions about changing the Mobile Banking Application Terms please see clause 12.

Applicability of Terms and Conditions

3.1 Our agreement with **you** to provide **you** with Baroda MConnect Plus UK mobile banking services consists of:

- ✓ These Baroda MConnect Plus UK Terms and Conditions (Terms);
- ✓ Our Internet Banking Service Terms and Conditions;
- ✓ Any other Specific Terms and Conditions which apply to the Accounts you hold with us and access using our Internet Banking Service;
- ✓ Our Privacy Policy;
- ✓ Our General Terms and Conditions; and
- ✓ Our Application Form signed by you.

3.2 Where there are inconsistencies between the General Terms and Conditions, various other Specific Terms and Conditions stated above and these Terms, then the Terms will prevail to the extent of the inconsistency, as these contain customized particulars relating to **Baroda MConnect Plus UK** Facility.

General Business Rules Governing Baroda MConnect Plus UK App

The following business rules will apply to the Facility being offered by the Bank:

- 4.1. The Facility will be initially available to retail customers having an active GBP Savings/ GBP current account and UK mobile number registered with the Bank.
 - 4.1.1. Eligible Account and mode of operation type for mobile banking services and rights available:

Account Type	Constitution	Mode of Operation	Rights
Savings (SB) with Scheme Code: SB101, SB112 & SB111	Individuals	Self, Either (or) Survivor (or) Proprietor (or) Sole Trader	View +Transaction (Debit, Credit)
Current (CA) with Scheme Code: CA101	Individuals, Sole Trader/ Sole proprietorship	Self, Either or Survivor (or) Proprietor (or) Sole Trader	View +Transaction (Debit, Credit)

- 4.1.2. Following accounts are not eligible for availing **Baroda MConnect Plus UK**: Partnership Accounts, Companies Accounts and Joint Accounts with mode of operation other than E (or) S (available only to the primary account holder at present).
- 4.2. Customers registered under mobile banking will be given both enquiry services and transaction rights as part of the Facility.
- 4.3. Transaction **MPIN** will be communicated to **you** through a SMS on **your** registered mobile number. The **Application PIN** will be set by **you**.
- 4.4. You will be allowed to make account balance enquiries, mini account statement, perform fund transfer to Self Linked Accounts and to Third Party within Bank. Further new functionalities may be added as decided by the Bank.
- 4.5. At present this Facility can be used for fund transfers within the Bank, however in future, the Bank may also add facilities like Inter Bank Fund Transfer (like BACS, CHAPS and Faster Payments) in GBP and Rupee Remittance to India.
- 4.6. **Baroda MConnect Plus UK** uses OTP to verify the mobile number of the customer.
- 4.7. The Bank will validate transaction MPIN before any transaction of mobile banking.
- 4.8. Process for registration for mobile banking:
- 4.8.1. **You** can register for Baroda MConnect Plus UK with the branch and install the Application on the registered mobile number;
- 4.8.2. **You** can download the application from Google Play Store (Android user) and App store (iOS users) by searching with key word Baroda MConnect Plus;
- 4.8.3. Once the Application has been downloaded from Play Store / App Store, **you** need to follow the below steps:
- 4.8.3.1. Step 1: Choose the desired language from the list (At present App is available only in English);
- 4.8.3.2. Step 2: Enter your 10-digit registered Mobile Phone number;
- ✓ For dual SIM, please keep the default SIM as the one which is registered with Bank of Baroda (UK) Limited
- ✓ The App will send an SMS from your handset to verify your mobile number registered with Bank of Baroda (UK) Limited.
- ✓ Standard SMS charges will be applied
- 4.8.3.3. Step 3: A 6-digit OTP (One Time Password) will be sent on your registered Mobile Phone number;
- 4.8.3.4. Step 4: Enter the 6-digit OTP and click on proceed;
- 4.8.3.5. Step 5: After successful validation of OTP you will get MPIN as an SMS message;
- 4.8.3.6. Step 6: **You** must set Application PIN, as a 4-digit numeric PIN to access the App every time you log; in
- 4.8.3.7. Step 7: **You** must accept the Terms displayed on the Mobile Banking App at the time of first login;
- 4.8.3.8. Step 8: **You** must change your **MPIN** received through SMS during the first login to mobile banking services of **the Bank**;
- 4.8.3.9. Step 9: Enter the 4-digit Application PIN to enter the App and **MPIN** to undertake any transactions.
- 4.9. Fund Transfer Facilities proposed to provide through Baroda MConnect Plus UK and the

upper limit for transactions in GBP:

- 4.9.1. **Self Linked Account-** To transfer funds between **your** two Accounts (GBP only);
- 4.9.2. **Third Party within Bank-** To transfer funds from **your** Account to the Account of another account holder of the **Bank**;
- 4.9.3. **Inter Bank Fund Transfer –** To interbank transfer of funds through BACS, CHAPS and Faster Payments (**You** will be notified through website or text message, when the facility is made available);
- 4.9.4. **Rupee Remittance to India-** To remit Rupees to India from **your** GBP account (Will be provided in due course and customers will be notified through website, when the facility is made available for customers);
- 4.9.5. **Upper Limit for Transactions in GBP:**

Fund transfer limits in Baroda MConnect Plus UK	Self Linked A/c.	Third Party within Bank of Baroda (UK) Limited	BACS/ CHAPS/F aster Payments	Remittance to India
Per Transaction	2000	2000	1000	2000
Daily	5000	5000	2500	2000
Weekly	25000	25000	10000	6000
Monthly	100000	100000	40000	6000
Yearly	130000	130000	100000	40000

- 4.10. Entering wrong MPIN three times will block the Facility for the day and two such consecutive blockages will de-activate the Facility. Customer would then be required to re-register for the Facility as per the procedure laid down for the same. Please contact your Base Branch immediately if you wish to re-register with the Facility.
- 4.11. Any change in the business rules of any of the processes will be notified on the Bank's website www.bankofbarodauk.com, which will be construed as sufficient notice to **you**.
- 4.12. Accounts where mode of operation is "joint" as also accounts in the name of minor below the age of 11 years or where minor is a joint account holder are not eligible for Baroda MConnect Plus UK.
- 4.13. Bank reserves the right to reject **your** application for Baroda MConnect without assigning any reasons.
- 4.14. Bank shall cancel the registration if the Facility has not been accessed by **you** for three months or more after registration.
- 4.15. If the Facility has not been accessed after activation for six months or more, **your** registration will be cancelled.
- 4.16. The Facility may be suspended for any maintenance or repair work, for any breakdown in the hardware/ software for Baroda MConnect Plus UK or any emergency or security reasons without prior notice and the Bank shall not be responsible if such an action has to be taken for reasons of security or emergency or for reasons beyond the Bank's reasonable control.
- 4.17. To make sure you always have access to the App and Online Banking, you should keep your App updated.
- 4.18. Loss or Change of Mobile Phone number:
- 4.18.1. It is also a condition of the **Baroda MConnect Plus UK** that **users** must have a mobile telephone capable of receiving text messages from **us**;
- 4.18.2. If:
- 4.18.2.1. **You** change **your** Mobile Phone number; **you** must tell **your** Account maintaining branch as soon as reasonably possible where **we** will update **our** records immediately. **You** will not be able to access the **Baroda MConnect Plus UK**, until **we** have received **your** correct

Mobile Phone number in the prescribed application or request and have updated **our** systems with the new number;

- 4.18.2.2. **You** lose mobile phone, it is stolen, or **you** suspect it is being used without **your** permission, **you** must tell **us** immediately and **we** may suspend **your** use of Baroda **MConnect Plus UK** until the matter has been resolved.
- 4.19. **We** will not be liable for any unauthorised accesses to **your Account** information, using the **Baroda MConnect Plus UK** prior to **you** informing **us** in a manner described in [4.18.2.1] & [4.18.2.2] or if:
- 4.19.1 **You** or a **user** have acted fraudulently; or
- 4.19.2 have acted with intent or with gross negligence in failing to keep **your MPIN** and other information safe.
- 4.20. Please read these **Terms and Conditions** and keep a copy of them in a safe place for **your** future reference. **We** can provide **you** with additional or up to date copies of these **Terms and Conditions** (and any other documents which form part of the contract between **you** and **us**) on request.

Usage of Facility

- 5.1 By accepting the Terms and Conditions on the mobile device while registering for the Facility, you:
- 5.1.1 Agree to use the Baroda MConnect Plus UK for financial and non-financial transactions offered by the Bank from time to time;
- 5.1.2 Irrevocably authorise the Bank to debit the Account which have been enabled for Baroda MConnect Plus for all transactions / services undertaken using **MPIN**;
- 5.1.3 Authorise the Bank to map the Account number, Customer ID and Mobile Phone number for the smooth operation of Baroda MConnect Plus UK offered by the Bank and to preserve the mapping record in its own server or server of any third party and to use such data at its discretion for providing/enhancing further banking/ technology products that it may offer;
- 5.1.4 Agree that **you** are aware and accept that Facility offered by the Bank will enable you to transact using **MPIN** within the limit prescribed by the Bank and the transaction being bonafide will not be disputed;
- 5.1.5 Agree that transactions originated using the mobile device are irrevocable as these are instantaneous / in real time;
- 5.1.6 Understand and explicitly agree that the Bank has the absolute and unfettered right to revise the prescribed ceilings for funds transfer from time to time which will be binding upon **you**;
- 5.1.7 Agree to use the Facility on a mobile phone properly and validly registered in your name only with a mobile service provider and undertake to use the Facility only through the Mobile Phone number which has been given to register for the Facility;
- 5.1.8 Agree that the **Bank** is authenticating **you** by **your** Mobile Phone number and MPIN provided by **you** and that such authentication would be sufficient for protection of **your** transactions.
- 5.1.9 Agree that the Baroda MConnect Plus UK is provided "as is" with no representation, guarantee or agreement of any kind as to its functionality. Bank cannot guarantee that no viruses or other contaminating or destructive properties will be transmitted or that no damage will occur to your mobile device. Bank will not be responsible for any loss you may incur as a result of this.
- 5.2 **You** are solely responsible for maintenance of the secrecy and confidentiality of the **MPIN**

without any liability to the Bank.

- 5.3. The Bank at its discretion may adopt other authentication of electronic records and the same will be acceptable and binding on **you**.

Fee Structure for the Facility

At present, the Bank does not charge any fee for offering this Baroda MConnect Plus UK facility. The Bank reserves the right to charge **you** a fee for the use of the services provided under the Facility and change the fee structure at its discretion. Display of such charges on the Bank's website would serve as sufficient notice and the same will be binding on **you**.

Accuracy of Information

- 7.1. It is **your** responsibility to provide correct information to the Bank through the use of the Facility or any other method.
- 7.2. In case of any discrepancy in the information, **you** understand that the Bank will not be in any way be responsible for action taken based on the information.
- 7.3. Bank will endeavour to correct any error within reasonable time wherever possible, if you report such error in the information.
- 7.4. **You** understand that the Bank will make reasonable efforts to provide accurate information and will not be liable in any way, including any loss/ damage suffered as a consequence, for any failure to ensure the accuracy of the information, in part or in full, due to abnormal and unforeseen circumstances beyond our control.

Responsibility and Availability of Service

- 8.1. We will take reasonable steps to ensure that email and other transmissions being exchanged over the internet remain confidential and are not interfered with. However, we cannot guarantee the privacy, confidentiality or non-interference of any information being exchanged over the internet while using our mobile banking service.
- 8.2. It shall be our endeavour to carry out your instructions promptly. However, we shall not be responsible for any loss or damage suffered due to any delay or failure in carrying out the instructions for any reason beyond our control such as war, riots (or threats of war, riots), governmental or court orders.
- 8.3. We will make reasonable efforts to inform you, through flash message in the App or the Website or by sending a text message to your registered mobile number, in case the mobile banking service is not available.
- 8.4. While we make reasonable efforts to provide the Application services, we will not be liable for any failure to provide those services, in part or in full, due to abnormal and unforeseen circumstances beyond our control, the consequences of which would have been unavoidable despite our efforts to the contrary. This includes any phone network failures or, in the case of mobile networks, where you are not in an area of mobile coverage.
- 8.5. The Mobile Banking App is provided "as is" with no representation, guarantee or agreement of any kind as to its functionality. We cannot guarantee that no viruses or other contaminating or destructive properties will be transmitted or that no damage will occur to your mobile device. We are not responsible for any loss you may incur as a result of this.

9. Security, Responsibilities and Obligation of the Customer, What to do if there is Breach of Security, Unauthorized Transactions

- 9.1. The Mobile Banking Application may only be installed and used by customers of Bank of Baroda (UK) Limited.
- 9.2. **You** will be responsible for all transactions, including fraudulent/erroneous transactions made through the use of **your** mobile device, SIM card and MPIN, regardless of whether such transactions are in fact entered into or authorized by **you** or not and **you** will be responsible for the loss/damage, if any suffered.
- 9.3. You must take all steps possible to ensure that your mobile phone is not shared with anyone and shall take immediate action to de- register from Baroda MConnect Plus UK as per procedure laid down in case of misuse/ theft/loss of the mobile phone or SIM card.

- 9.4. You will use the services offered under the Facility using the MPIN in accordance with the procedure as laid down by the Bank from time to time.
- 9.5. You must keep the Application PIN and MPIN confidential and must not disclose these to any other person or must not record them in a way that would compromise the security of the services.
- 9.6. In case **you** suspect any unauthorised access to the mobile banking service or misuse of the MPIN or unauthorised transaction or instruction in your Account:
- 9.6.1 You must inform us immediately; you can call us on respective branch contact number or you can email us on respective branch email where you are maintaining your primary Account; the contact details of our branches are published in our website at <https://www.bankofbarodauk.com/locate-us.htm>
- 9.6.2 You must also change your MPIN immediately to one you have not used before;
- 9.6.3 **You** must assist us and the police in our efforts to recover any losses, **we** may disclose information about you or your Account to the police or other third parties (as permitted under law) if we believe it will help prevent or recover losses.
- 9.7. You are responsible for making sure information either stored or shown on your device is kept safe and secure.
- 9.8. It will be your responsibility to notify the Bank immediately if you suspect the misuse of the MPIN by calling us on respective branch contact number or by sending an email on respective branch email where you are maintaining your primary Account. You will also immediately initiate the necessary steps to change his MPIN. The contact details of our branches are published in our website at <https://www.bankofbarodauk.com/locate-us.htm>
- 9.9. If the mobile phone or SIM is lost, you must immediately take action to de-register from Baroda MConnect Plus UK at Base Branch of the primary Account enabled for Baroda MConnect Plus UK.
- 9.10. You must advise us if you change your Mobile Phone number or email address.
- 9.11. You accept that any valid transaction originating from the Customer ID and / or registered Mobile Phone number shall be assumed to have been initiated by you and any transaction authorised by the MPIN is duly and legally authorised by you.
- 9.12. You must keep yourself updated with regard to any information/ modification relating to the services offered under the Facility which would be publicized on the website and at the branches and would be responsible for the same.
- 9.13. You will solely be responsible and liable for any loss suffered due to any breach of the Terms and Conditions contained herein or any loss contributed or caused by negligent actions or a failure to advise the Bank immediately about any unauthorized access to the Account.
- 9.14. You shall be liable and responsible for all legal compliance and adherence of all commercial terms and conditions in respect of the mobile connection/SIM card/mobile device through which the Facility is availed and the Bank does not accept/ acknowledge any responsibility in this regard.
- 9.15. Bank shall not accept any "Stop Payment" instructions, once the transaction amount and the beneficiary Account are keyed in and authorized by the Customer.
- 9.16. You are advised to be prudent in downloading content through Bluetooth and ensure that proper anti-virus software is used from time to time to remove malware residing in your device. You must follow all security measures provided to you by the manufacturer of your mobile device operating system that apply to your use of the Baroda MConnect Plus UK or your mobile device (although you should never disclose your security details to them or information about your accounts with the Bank).
- 9.17. To use the Mobile Banking App, you must have access to the internet. You must be registered for mobile banking services to be able to use the Mobile Banking App. The Mobile Banking App is compatible with iOS and Android mobile operating systems only.

- 9.18. You should not leave the device you are using to access the mobile banking services unattended while you are logged on to the Mobile Banking App. You should log off the from the App at the end of each session. For your security, the session will be timed out if left idle for 5 minutes after logging in.
- 9.19. After registration, you can log on to the Mobile Banking App after verification of your mobile number through OTP and by entering the set Application PIN. We may notify you from time to time about changes in the security information we require.
- 9.20. You must not use the Mobile Banking App on any device or operating system that has been modified outside the mobile device or operating system vendor supported or warranted configurations. This includes devices that have been “jail-broken” or “rooted”. A jail broken or rooted device means one that has been freed from the limitations imposed on it by your mobile service provider and the phone manufacturer without their approval and there is unrestricted access to your mobile devices entire file system.
- 9.21. After initial registration we will never contact you (or ask anyone to do so on our behalf) with a request to disclose your security details in full. If you receive any such request from anyone (even if they are using our name and logo and appear to be genuine) then it is likely to be fraudulent and you must not supply your security details to them in any circumstances. Additionally, you must report any such requests to us immediately.
- 9.22. You will be responsible for all instructions given by you or anyone acting with your authority between the time you log on to the Mobile Banking App until you log off the Mobile Banking App.
- 9.23. You are responsible for making sure information shown or stored on your mobile phone is kept secure.
- 9.24. The functionality of the Mobile Banking App is dependent on the software installed on your mobile device and its hardware configuration. Due to this we cannot make a representation or guarantee its functionality. We cannot guarantee that no viruses will be transmitted or that no damage will occur to your mobile device. We are not responsible for any loss you may incur as a result of this.
- 9.25. We are responsible for the Mobile Banking App and its content. Apple Inc., or Google Inc., do not have any responsibilities or obligations to you in relation to the Mobile Banking App and will not provide any maintenance and support services for the Mobile Banking App.
- 9.26. You must ensure that the mobile banking services are used strictly as per the Terms and Conditions and are not used for any illegal purposes.
- 9.27. You must keep your mobile device secure and security details (like MPIN, Application PIN) secret and take steps to prevent unauthorised or fraudulent use of them. You must close the Mobile Banking App if you are not using it.
- 9.28. Such security measures include the following:
- 9.28.1 Never write or otherwise record the MPIN in a way that can be understood by someone else;
 - 9.28.2 Never reveal the MPIN to someone else including our staff;
 - 9.28.3 Destroy any advice from us concerning your MPIN immediately after receipt;
 - 9.28.4 Avoid using a MPIN that may be easy to guess (which can include date of birth, a passcode, etc.);
 - 9.28.5 Never record the MPIN on any software which creates automatic backups of data;
 - 9.28.6 Treat emails you receive with caution and be wary of emails or calls asking you to reveal your personal security details. We will never contact you to ask for your MPIN.

Things You Must Not Do

- 10.1. **You** must not copy or reproduce all or any part of the Mobile Banking App.
- 10.2. **You** must not alter, modify or adapt all or any part of the Mobile Banking App.

- 10.3. **You** must not remove or tamper with any copyright notice attached to or contained within the Mobile Banking App. All ownership in the Mobile Banking App remains with us.
- 10.4. **You** must not carry out reverse engineering of the Mobile Banking App.

Abnormal and Unforeseen Circumstances

- 11.1. **We** are not responsible if we do not comply with any of the App Terms:
 - 11.1.1. Due to abnormal and unforeseeable circumstances beyond our control, the consequences of which would have been unavoidable despite all efforts to the contrary, this is including but not limited to, any phone network failures or, in the case of mobile networks any deficiency in the mobile banking services arising due to limited area of mobile network coverage; or
 - 11.1.2. Where our failure to comply is due to our obligations under European or national law.

Changes to the Terms & Conditions

- 12.1. **We** may from time to time vary these **Terms** for the following reasons:
 - 12.1.1 If the change is favorable to **you**;
 - 12.1.2 To comply with our legal obligations;
 - 12.1.3 To reflect changes in general banking practice;
 - 12.1.4 To reflect regulatory changes;
 - 12.1.5 Where required to do so, or to reflect a decision or recommendation as the result of any ruling by a competent court or other law enforcing body; or
 - 12.1.6 To reflect changes in costs associated with the relevant technology, the costs we pay to others in relation to the Baroda MConnect Plus UK and/or our costs in providing the Mobile Banking Service.
- 12.2. **We** will tell **you** about any changes to these **Terms** and when they come into effect by sending a notice with **your** statement, by writing to **you** by post, email or sending **you** a message in the secure area of **Online Banking or Mobile Banking Application**. The updated Terms and Conditions will also be uploaded on our Website.
- 12.3. If **we** decide to make any changes to these **Terms**, **we** will give **you** 60 calendar days' notice of the change. If **we** make any changes to these **Terms** which do not disadvantage **you**, **we** may make the changes immediately and tell **you** about them within -60- calendar days of having done so.
- 12.4. If the changes are not to your advantage, you may wish to terminate your use of our mobile banking service. For further information on how to terminate these Terms and the consequences of doing so, please see clause no. [17] of these Terms.
- 12.5. We may change these Terms and Conditions, including our charges, for valid reasons such as changes in market conditions, the cost of providing service to you, legal or regulatory requirements affecting us or any development of our systems or processes. If we believe any term is not clear, we may modify it to make it simple and clear without altering the meaning.

Miscellaneous

- 13.1. **You** shall be required to acquaint yourself with the process for using the Facility and that **you** shall be responsible for any error made while using the Facility
- 13.2. The **Bank** reserves the right to decide what services may be offered. Additions/ deletions to the services offered under the Facility are at the Bank's sole discretion.
- 13.3. **Your** instruction shall be effected only after authentication under **your** Application PIN and **MPIN** or through any other mode of verification as may be stipulated at the discretion of the Bank.

- 13.4. While it shall be the endeavor of the **Bank** to carry out the instructions received from you promptly, it shall not be responsible for the delay / failure in carrying out the instructions due to any reasons whatsoever including failure of operational system or due to any requirement of law. **You** expressly authorise the Bank to access **your** Account information required for offering the services under the Facility and to share the information regarding **your** Accounts with the service provider/ third party as may be required to provide the services under the Facility.
- 13.5. The transactional details will be recorded by the Bank and these records will be regarded as conclusive proof of the authenticity and accuracy of transactions.
- 13.6. You hereby authorise the Bank or its agents to send promotional messages including the products of the Bank, greetings or any other messages the Bank may consider from time to time.
- 13.7. You understand that the Bank may send rejection or cannot process the request messages for the service request(s) sent by you which could not be executed for any reason.
- 13.8. The Bank shall make all reasonable efforts to ensure that your information is kept confidential but shall not be responsible for any inadvertent divulgence or leakage of your information for reasons beyond its control or by action of any third party.
- 13.9. You expressly authorise the Bank to carry out all requests/ transactions purporting to have been received from your mobile phone and authenticated with your MPIN. All payment transactions, initiated from your mobile phone using your MPIN, will be treated bonafide expressly authorizing the Bank to make the payment.
- 13.10. It is the responsibility of the Customer to advise the Bank of any change in his Mobile Phone number or loss/ theft of mobile phone by adopting the procedure laid down by the Bank for the purpose. Please contact your Base Branch for further information.
- 13.11. **Your** mobile network operator may levy charges for each SMS / GPRS, and the Bank is not liable for any dispute that may arise between telecom service provider and **you**.
- 13.12. If any part of the App Terms becomes invalid, illegal or unenforceable, this will not affect the validity of the remaining App Terms.
- 13.13. If we allow you some extra time to meet your obligations in these App Terms and Conditions or do not use some of our rights, this does not mean that we will do so again.
- 13.14. We can transfer all or some of our rights under these App Terms and Conditions to someone else. You cannot transfer any of your rights and obligations under these App Terms and Conditions to anyone else.

Disclaimer

- 14.1. The Bank, when acting in good faith, shall be absolved of any liability in case:
- 14.1.1. The Bank is unable to receive or execute any of **your request** or there is loss of information during processing or transmission or any unauthorised access by any other person or breach of confidentiality due to reasons beyond the control of the Bank;
- 14.1.2. There is any kind of loss, direct or indirect, incurred by **you** or any other person due to any failure or lapse in the Facility which are beyond the control of the Bank;
- 14.1.3. There is any failure or delay in transmitting of information or there is any error or inaccuracy of information or any other consequence arising from any cause beyond the control of the Bank which may include technology failure, mechanical breakdown, power disruption, etc;

- 14.1.4. There is any lapse or failure on the part of the service providers or any third party affecting the said facility and that the Bank makes no warranty as to the quality of the service provided by any such service provider.
- 14.2. The Bank, its employees, agent or contractors, shall not be liable for and in respect of any loss or damage whether direct, indirect or consequential, including but not limited to loss of revenue, profit, business, contracts, anticipated savings or goodwill, loss of use or value of any equipment including software, whether foreseeable or not, suffered by **you** or any person howsoever arising from or relating to any delay, interruption, suspension, resolution or error of the Bank in receiving and processing the request and in formulating and returning responses or any failure, delay, interruption, suspension, restriction, or error in transmission of any information or message to and from the telecommunication equipment held by **you** and the network of any service provider and the Bank's system or any breakdown, interruption, suspension or failure of the telecommunication equipment of the Customer, the Bank's system or the network of any service provider and/or any third party who provides such services as is necessary to provide the facility.
- 14.3. The Bank will not be responsible if Bank's Mobile Banking Application is not compatible with/ does not work on the mobile handset held by **you**.

Indemnity

In consideration of the Bank providing the facility, **you** agree to indemnify and hold the Bank harmless against all actions, claims, demands proceedings, loss, damages, costs, charges and expenses which the Bank may at any time incur, sustain, suffer or be put to as a consequence of or arising out of or in connection with any services provided to the Customer pursuant hereto. **You** shall indemnify the Bank for unauthorized access by any third party to any information/instructions/triggers given by **you** or breach of confidentiality.

Suspension of the Mobile Banking App

- 16.1. We can, at any time, suspend your use of the Mobile Banking App. We will do this if we think it is reasonably necessary because:
- 16.1.1. We have concerns about the security of the Mobile Banking App; or
 - 16.1.2. We suspect that your Mobile Banking App has been used fraudulently or in an unauthorised way; or
 - 16.1.3. There is a significantly increased risk that you will be unable to repay any overdraft on any of your Accounts; or
 - 16.1.4. There are UK legal obligations we must meet.
- 16.2. We will usually give you advance notice of any suspension and tell you why. However, we will not do so if this would compromise our reasonable security measures or it is unlawful to do this. Occasionally we may not be able to contact you to give you advance notice.
- 16.3. If you have entered incorrect log on details on several occasions, we will suspend your access to the Mobile Banking App. If this happens, you can reset your log on details by giving a request at the account holding Branch.

Cancelling and Terminating the Mobile Banking App

- 17.1 The mobile banking services offered under the Facility will be automatically terminated if the primary Account linked for the mobile banking services is closed. You will remain responsible for any transactions made through the mobile banking service until the time of such termination.
- 17.2 You can end this mobile banking services at any time by contacting us by telephone or in branch. You should also delete the Mobile Banking App from your mobile device.
- 17.3 We can end this mobile banking services with you immediately in the following situations without prior notice:

- 17.3.1 On your death and when it brought to the notice of the Bank; or
- 17.3.2 when we are prohibited by law or an order by a court or Authority; or
- 17.3.3 If you have not used the Mobile Banking App for 6 months you will have to re-register in order to use the Mobile Banking App again; or
- 17.3.4 If you have seriously or persistently broken any of the App Terms or any of the terms and conditions applicable to other services offered by the Bank including where:
 - 17.3.4.1.1 you are, or we reasonably suspect you may be, using or obtaining, or allowing someone else to use or obtain, an Account, service or money illegally; or
 - 17.3.4.1.2 your Account is, or we reasonably suspect your Account is, being used for an illegal purpose; or
 - 17.3.4.1.3 you are, or we reasonably suspect you may be, acting fraudulently; or
 - 17.3.4.1.4 you act in an unacceptable way, for example you act in a threatening or violent manner towards staff; or
 - 17.3.4.1.5 you were not entitled to download the App; or
 - 17.3.4.1.6 we have demanded that you repay an overdrawn balance on your Account to us and you fail to do so; or
 - 17.3.4.1.7 we have reasonable grounds to suspect that your security details have not been kept safe; or
 - 17.3.4.1.8 we have reasonable grounds for believing you have committed or are about to commit a crime in connection with your Account; or
 - 17.3.4.1.9 you have not satisfied any anti-money laundering requirements; or
 - 17.3.4.1.10 If we reasonably consider that by continuing the provision of Facility, we may break a legal requirement or a court order or other authority; or we are or may be exposed to action from any government or regulator.
- 17.3.5 There has been or we suspect there has been fraud involving any of your Accounts or any transactions on any of your Accounts with Bank of Baroda (UK) Limited; or
- 17.3.6 If there has been or we suspect there has been suspicious activity on your account; or
- 17.3.7 We have reasonable grounds to suspect unauthorised or fraudulent use of your security details; or
- 17.3.8 If the Mobile Banking App is withdrawn by the manufacturer of your mobile device operating system or, any intermediary; or
- 17.3.9 If we stop supporting the Mobile Banking App on your mobile device or the operating system it runs.
- 17.4 We will notify you personally immediately after we have terminated this licence under which you will be using the App. This can include SMS, a message when you log onto the App, by post, by email, by secure e-message, by a message on your statement, or in any other way that will be sent to you individually.
- 17.5 We may end this licence for any other reason by giving you at least -60- days personal notice.

- 17.6 Upon termination of this licence for any reason:
- 17.6.1 you must remove the Mobile Banking App from your mobile device; and
 - 17.6.2 destroy all copies of the Mobile Banking App including all components of it in your possession; and
 - 17.6.3 all rights you have in respect of the Mobile Banking App will immediately end.
- 17.7 You must delete the Mobile Banking App from your mobile device before you change your mobile device or dispose of it.

Information About Us

- 18.1 Bank of Baroda (UK) Limited provides financial services as its business. We are incorporated in England and Wales and are established at 32, City Road, London EC1Y 2BD which is our registered office.
- 18.2 If you want to contact us with a general enquiry please call the applicable Base Branch the contact details of the branches are provided on our website <https://www.bankofbarodauk.com>
- 18.3 To help us continually improve our services and in the interests of security we may monitor and/ or record your telephone calls with us. All lines are open 24 hours unless otherwise stated.

Our Regulators

Bank of Baroda (UK) Limited is established in the UK with company number 10826803 and registered at **32 City Road, London, EC1Y 2BD**. We are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under reference number 768016. You can check our details online on the **FCA's** website by visiting <http://www.fca.gov.uk>

General Information

- 20.1. **We** do not currently charge for using our **Baroda MConnect Plus UK**. **We** may introduce a charge for our **Baroda MConnect Plus UK** in the future.
- 20.2. All notices given to **you** under these **Terms** (including any changes to these **Terms**) will be given to **you** personally and this may include by post or email or text message or by displaying a message on our Mobile Banking App when you are using or by sending **you** a message via **Online Banking**.
- 20.3. If any part of these **Terms** proves to be unenforceable in any way, the remainder of these **Terms** will be unaffected and will remain valid. **We** may not always strictly enforce **our** rights under these **Terms and Conditions**. If **we** do this, it will just be a temporary measure and **we** may enforce **our** rights strictly again.
- 20.4. These **Terms** are governed by the laws of England and Wales and shall be subject to the jurisdiction of the courts in London.
- 20.5. These **Terms** are in English and all communications between **us** and **you** will be in English.
- 20.6. There may be other costs or taxes imposed by and payable to third parties in connection with **your** use of the "**Baroda MConnect Plus UK**" mobile banking facility, for example **your** mobile **service** provider.
- 20.7. Copyright in the pages, screens, information, and all material in their arrangement, included in the App is owned by or licensed to us or Bank of Baroda (UK) Limited and / or Bank of Baroda Group unless otherwise noted.
- 20.8. At present this Facility is made available for fund transfers within the Bank, however in

future Bank may add facilities of Inter Bank Fund Transfer (like BACS, CHAPS and Faster Payments) in GBP and Rupee remittance to India.

Help or Assistance

- 21.1. If you want to learn more about the App or the Facility or have any problems using them, you can write or contact the Account maintaining branch. Email IDs of branches are available on our website <https://www.bankofbarodauk.com>
- 21.2. Contacting us (including with complaints): If you think the App or the Facility are faulty or misdescribed or wish to contact us for any other reason please contact the Base Branch by email or call them on the numbers available on the Bank's website. We will investigate the situation and, if necessary, set about putting matters right as quickly as possible. Where appropriate we will also take steps to prevent a recurrence. However, if you remain dissatisfied and would like further information about our process for resolving complaints, please ask the local manager at your Base Branch. You may be able to refer your complaint to the Financial Ombudsman Service at Exchange Tower London E14 9GE.

SMS ALERTS - Specific Terms and Conditions

These conditions are in addition to **our General Terms and Conditions**. Where there are inconsistencies between the **General Terms and Conditions** and these **Specific Terms and Conditions** stated herein, then these **Specific Terms and Conditions** will prevail to the extent of the inconsistency, as these contain customised particulars relating to **SMS Alert Facilities**.

Together these and the **General Terms and Conditions** explain how **SMS Alert Facility** works. **You** should also check **our Website** (www.bankofbarodauk.com) for **our Schedule of Charges** which may apply to **your** dealings with **us** as these also form part of **our** contract with **you**.

Please read these terms and conditions carefully before you decide to apply for SMS Alert Facility.

1. The **SMS Alert Facility** (the “**Service**”) will send information about **your** debit and credit transactions in **your** sterling **current and savings accounts** with **Bank of Baroda (UK) Limited** (the “**Bank**”) through **your mobile phone**.
2. **The Service** is currently available only to mobile phones registered with a United Kingdom (UK) network operator.
3. The limit for **SMS alerts** for **debit** transactions will be **£10** and above and for **credit** transactions it will be **£100** and above. **We** may change the scope of the **Service** provided to **you** with prior notice.
4. **You** can register for the **Service** by downloading and filling up the form available on **our Website** at <https://www.bankofbarodauk.com/download-forms.htm> and send it to **your Account** holding **branch**. **SMS alerts** are only available if **you** hold an **account** where authorisation from any one of the **authorised signatories** on the **account** is required. However, the **Service** is not available if **you** require authorisation by all or more than one of the authorised signatories on the **account** for it to be operated.
5. For each transaction as stated in **condition no. [3]** above, **we** will send **you** an **SMS** once. If **you** delete an **SMS**, the Bank may not be in a position to resend it.
6. The information sent in each **SMS alert** is accurate only on the date and time in the **SMS alert**. Funds available in **your** Accounts may change before and after **you** receive an **SMS** alert.
7. **We** will start sending **SMS alerts** within -48- hours of first registration for the **Service**.
8. **You** can ask **us** to temporarily suspend **your SMS alerts** at any time by sending an email to **account** holding branch or by visiting **your** branch.
9. **SMS alerts** sent using this **Service** will not include **your Account** or other personal information.
10. **Charges** - All **SMS alerts** are currently free, but **we** may apply or introduce charges by giving -2- months’ personal notice. However, please note that message & data rates may apply from **your** mobile provider. Please check with **your** mobile provider for charges and plans. If **you** travel abroad, **you** may continue to receive **SMS alerts**. Please check with **your** mobile provider for charges.
11. Please also note that this **Service** is designed to be used in the UK and it may be unlawful for **you** or receive the **SMS alerts** in some countries. **You** are responsible for complying with local laws and for any losses or damage that result from **you** breaking them. **You** are therefore responsible to pause the **Service** should **you** be travelling out of the UK to any country where such alerts may be considered unlawful.

12. **Cancellation** - If **you** wish to stop receiving **SMS alerts** **you'll** need to cancel **your** registration. This can be done through by sending an email to **your Account** holding branch or visiting any branch of the Bank.
13. **We** reserve the right to withdraw the **Service** at any time, though where possible **we** may give **you** prior notice should **we** decide to withdraw the **Service**. There will be no liability to **you** or to **us** upon withdrawal of the **service** or because **you** are unable to receive **SMS alerts**. **We** may decide to withdraw the **service** and may give **you**, if possible, prior notice of such withdrawal of **Service** in order to comply with any law, to protect security or to combat fraud.
14. **No Liability**
- We** will not be liable if **SMS alerts** are unavailable at any time for any reason including but not limited to repairs, updates and routine maintenance on **our** systems (and those of **our service** providers) or because of the failure in any machine, data processing system or transmission link or for any reasons that **we** cannot control. **We** will not be liable if **you** don't receive the **SMS alerts** for reasons within **your** control – **your** mobile phone being switched off, there being no network coverage, or **you** change **your** mobile phone. **We** assume no liability for any unauthorised access of **your SMS alerts** from **your** mobile phone.
15. If **your** mobile phone is lost or stolen, or if **you** change **your** number or network operator, it is **your** responsibility to inform **us** to suspend **your Service** as soon as possible. Otherwise **we** will continue to provide text notifications and alerts to the mobile number **you** have registered for the **Service**. **We** will not be liable if any aspect of **your Account** information becomes known to someone because of **your** failure to notify **us** or if the registration information **you** gave **us** is incorrect. Please note that it may take up to -48- hours to update the system and therefore **you** would continue to receive **SMS alerts** even after **you** have notified **us** of such loss or change.
16. If **we** are unable to verify **your** mobile number, **we** may suspend the **Service** with immediate effect. Once **your** mobile phone information has been validated by **you**, the **Service** will be reinstated within -2- working days.
17. **We** will only allow **you** to register one mobile number with **us** at any time. This will apply to all of **your Accounts**.
18. **If you** are not receiving texts - Please contact **your Account** holding branch or send an email to the branch email id available on **our Website**.

Baroda Connect - Personal Banking (Individual) Internet Banking

Terms and Conditions

1 Introduction to Our Internet Banking Service

- 1.1 Our agreement with **you** to provide **you** with Internet Banking Services consists of:
- 1.1.1 These Internet Banking Service **Terms and Conditions (Terms)**;
- 1.1.2 Any other Specific **Terms and Conditions** which apply to the **accounts you** hold with **us** and access using **our** Internet banking service;
- 1.1.3 **Our General Terms and Conditions**; and
- 1.1.4 **Our** Application Form signed by **you**.
- 1.2 The words and phrases used in bold in these **Terms** have the same meanings as those shown in section 1 of **our** General **Terms and Conditions**. In addition, the following words and phrases are also printed in bold type in these Terms as **they** have a special meaning which is explained here. In these **Terms**:
- 1.2.1 **Internet Banking Service** means the **Baroda Connect Internet banking service** available through **our Website** to customers of our **UK** branches. This **Internet Banking Service** is available either with **View rights** only or **Transaction rights**, depending on what **we** have agreed with **you** on **your Accounts**.
- 1.2.2 **One Time Password** means the **security code** sent to **you** the first time that **you** sign onto the **Internet Banking Service** and each time **you** log in after that using a computer **you** have not used to access the service before which **you** must enter in order to access the **Internet Banking Service**.
- 1.2.3 **Sign-on Password** means the **password** which **you** must enter each time **you** access the **Internet Banking Service**.
- 1.2.4 **Security Questions** means the selection of questions **you** will be asked when logging into the **Internet Banking Service** as further described in **condition no. [2.3]**.
- 1.2.5 **Tracker ID** means the **security code** that must be entered to confirm the registration of a new **payee/beneficiary**.
- 1.2.6 **Transaction Rights** means the rights to use the **Internet Banking Service** to carry out transactions on **your Accounts** as well as to view **your Accounts**.
- 1.2.7 **Transaction Password** means the **password** which **you** must enter in order to confirm any instruction **you** give **us**.
- 1.2.8 **User ID** means the user name which **we** send to **you** which **you** will need to **sign on** to the **Internet Banking Service**, register a **payee** and/or carry out a **transaction**.
- 1.2.9 **View Rights** means the **Internet Banking Service** whereby **you** can view **your Accounts** but do not have Transaction rights.
- 1.3 **Your** use of **our Internet Banking Service** is also subject to **our Data Protection Policy (Privacy Policy)**, which explains how **we** collect, use and share **your** personal information. Copies are available in **our** branches and can be provided upon request.
- 1.4 **You** may use **our Internet Banking Service** to access any **account(s)** **you** hold with **us** in order to view **your Account** information. If **we** have provided **you** with **Transaction Rights** **you** may also be able to use the **Internet Banking Service** to provide **us** with instructions, including payment instructions, in relation to

savings and current accounts. Payment instructions cannot be given on **term deposit or loan accounts.**

- 1.5 You can usually use **our Internet Banking Service** at any time. However, there may be times when it is temporarily unavailable, for example, if **we** have to carry out emergency or routine maintenance or systems upgrades. If this happens, **we** will work to re-establish the provision of **our Internet Banking Service** as soon as possible.
- 1.6 In order to access **our Internet Banking Service**, **you** will need to have access to a computer and the internet. The computer and internet service **you** use must meet any reasonable requirements **we** may set.
- 1.7 It is also a condition of the **Internet Banking Services** that **you** must also have a mobile telephone capable of receiving text messages from **us**. **You** will need to provide **us** with **your** mobile telephone number so that **we** can send text messages to **you** for the purpose of enabling **you** to use the **Internet Banking Service**. If:
- 1.7.1 **You** change **your** mobile telephone number, **you** must tell **us** as soon as reasonably possible by completing the appropriate form which is available on **our Website** and taking it into **your Account** maintaining branch where **We** will update **our** records immediately. **You** may not be able to access the **Internet Banking Service** or make transactions (if applicable) until **we** have received the correct mobile telephone number and have updated **our** systems with the new number.
- 1.7.2 **You** lose **your** mobile telephone, it is stolen, or **you** suspect it is being used without **your** permission, **you** must tell **us** immediately and **we** may suspend **your** use of the **Internet Banking Service** until the matter has been resolved. Please see **condition no. [5]** Of these Terms below for more details on when **we** may suspend **your** use of the **Internet Banking Service**.
- 1.8 **You** must use the **Internet Banking Service** in accordance with these Terms, the General **Terms and Conditions** and any Specific **Terms and Conditions** which apply to **your Account(s)**.
- 1.9 Please read these Terms and keep a copy of them in a safe place for **your** future reference. **We** can provide **you** with additional or up to date copies of these Terms (and any other documents which form part of the contract between **you** and **us**) on request.

2 Security

- 2.1. When **you** register to use the **Internet Banking Service** for the first time, **we** will send **you your User ID** by post (to **your** communication address). **You** will need to collect **your Sign-on password** and **Transaction Password** from **your Account** maintaining branch.
- 2.2. In order to access the **Internet Banking Service**, **you** must log in using **your User ID** and **Sign-On Password**. The first time that **you** log in to the **Internet Banking Service** and for any time **you** log in after that using a computer **you** have not used to access the **Internet Banking Service** before **we** will prompt **you** to enter **your** mobile telephone number and send **you** a **One Time Password** which **you** will need to enter to confirm **your** identity. **You** will need to enter the **One Time Password** as prompted on screen in order to access the **Internet Banking Service**. Each **One Time Password** can only be used once and will expire shortly after **We** have sent it to **you**.
- 2.3. When **you** log in for the first time, **you** will have to change **your Transaction Password** and **Sign-on Password**. If **you** have **Transaction Rights** on **your Account**, **you** will be asked to set up a number of **Security Questions** for which **you** must provide corresponding responses.

- 2.4. You can change **your Transaction Password** at any time by following the "Change **Your Password**" option in the secure area of the **Internet Banking Service**. When **you** change **your Transaction Password**, it must be to a new password which **you** have not used to access the **Internet Banking Service** before.
- 2.5. If **you** have forgotten **your Sign-on or Transaction Password**, **you** must request a new one by completing the appropriate form available on **our Website** and collecting **your new Transaction Password** from **your branch**.
- 2.6. If **your Sign-on Password** is blocked for any reason, and **you** have **Transaction Rights** on **your Account**, **you** will be able to unblock it by answering **your Security Questions**. Otherwise the same process as set out in **condition no. [2.5]** applies.
- 2.7. **You** must take all reasonable precautions to keep **your User ID, Sign-on Password, Transaction Password or One Time Password or Tracker ID, we** send to **you** under these **Terms** safe. These precautions include:
- 2.7.1. Never writing **your User ID, Sign-on Password, Transaction Password** or any **One Time Password or Tracker ID, we** send to **you** down in a way which can be understood by another person;
- 2.7.2. Not choosing a **Transaction Password** which may be easily guessed by another person;
- 2.7.3. Taking care to ensure that no-one else hears or sees **User ID, Sign-on Password, Transaction Password** or any **One Time Password or Tracker ID, we** send to **you** when **you** use them;
- 2.7.4. Keeping **your User ID, Sign-on Password, Transaction Password** or any **One Time Password or Tracker ID, we** send to **you** unique to the **Internet Banking Service** you use with us;
- 2.7.5. Not telling anyone (and this includes not telling a **joint account** holder) **your User ID, Sign-on Password, Transaction Password** or any **One Time Password or Tracker ID, we** send to **you**. This includes **us** as **we** will never ask for **your User ID and Sign-on Password**;
- 2.7.6. Telling **us** as soon as reasonably possible if **you** think someone else knows **your User ID, Sign-on Password, Transaction Password** or any **One Time Password or Tracker ID, we** send to **you**. If **you** think someone else knows **your Transaction Password, you** should change it immediately;
- 2.7.7. Keeping **your** computer secure by using anti-virus, anti-spyware and firewall software;
- 2.7.8. Never accessing **our Internet Banking Service** through a link sent to **you** in an email and logging in using **your User ID and Sign-on Password** and, if requested, a **One-Time Password, we** send to **you**. **You** should always access **our Internet Banking Service** by typing **our Website** address into **your web** browser;
- 2.7.9. Never using a computer which can be used by other people without first making sure no-one is able to observe **you** and logging out and closing the browser once **you** have finished using **our Internet Banking Service**;
- 2.7.10. Once **you** have logged in, do not leave the computer or allow another person to use it until **you** have logged out of **our Internet Banking Service**;and
- 2.7.11. Not recording **your User ID, Sign-on Password, Transaction Password** or any **One Time Password or Tracker ID, we** send to **you** on software which retains it automatically (such as "save **password**" features on **your** internet browser).
- 2.8. **You must tell us without delay if:**

- 2.8.1. **Your User ID, Sign-on Password, Transaction Password** or any **One Time Password** or **Tracker ID** we send to **you** is lost or stolen, or **you** suspect that someone else has used or tried to use them without **your** authorisation; or
- 2.8.2. **You** become aware of any incorrectly executed instructions or any unauthorised **transaction** on **your Account(s)** (and within a maximum of **13 months** of the date of the **transaction**)
- 2.8.3. By:
- Contacting **your Account** maintaining branch during **office hours** by telephone;
 - Emailing **us** at barodaconnect.uk@bankofbaroda.com:

3 Joint Accounts

- 3.1. **Your** registration for **our Internet Banking Service** is based on **you** individually and not the **accounts** which **you** hold with **us**. This means that if **you** hold any **accounts** jointly with another person, **you** can register for **our Internet Banking Service** and give **us** instructions regarding those **accounts** independently from any other joint **account** holder. In order to register for the **Internet Banking Service** on **joint accounts**, all persons named on the **joint account(s)** will need to sign the **Application Form** and each will then be registered for the **Internet Banking Service** as an independent user, with their own Sign-on **Passwords** and **User ID**.
- 3.2. In relation to joint **account(s)**, if any of **you** informs **us** that **you** are no longer happy for the **Internet Banking Service** to be available to all **joint account** holders, **we** will treat this as a dispute and suspend the use of the **Internet Banking Service** in relation to the affected **account(s)**.
- 3.3. Please refer to **condition no. [3]** and **[18]** of our **General Terms and Conditions** for further information relating to joint **account** holders.

4 Instructions and Making Transactions

- 4.1. If **your User ID, Sign-on Password, Transaction Password** and, if required, any **One time Password** or **Tracker ID** we have sent to **your mobile telephone**, have been used to access the **Internet Banking Service** and **you** have not notified **us** under **condition no. [2.8]** of these Terms, **we** will assume **we** are dealing with **you** and will act on any instruction (including relating to the making of **payments** out of **your Account(s)**) without getting further confirmation from **you**.
- 4.2. **We** may refuse to act on instructions **you** give to **us** through the **Internet Banking Service** if:
- You** do not have available **funds** to make the payment or have exceeded a limit **we** have applied to **your Account** or **your** use of **our Internet Banking Service** (such as the limits set out in **condition no. [4.11]**);
 - The payment instruction is not clear, or **you** have not provided **us** with the correct **payment** details;
 - There is a legal requirement or a court or other authority that tells **us** to act in that way;
 - We** reasonably believe that someone else may have rights over money in **your Account** (in this case **we** can also ask (or require **you** to ask) a court what to do, or do anything else **we** may reasonably need to do to protect **us**); or
 - Any other reason set out in **our General Terms and Conditions** or the Specific **Terms and Conditions** which apply to **your Account(s)**.
- 4.3. Unless the law prevents **us** from doing so, **we** will try to contact **you** to tell **you** that **we** are refusing to act on **your** payment instruction. **We** will do this at the

earliest opportunity but in any case, by the time the payment should have reached the bank **you** have asked **us** to make the payment to.

- 4.4. **You** may use **our Internet Banking Service** to subscribe for alerts relating to **your Accounts** and any transaction on those **accounts** which will be sent to **your** mobile telephone.
- 4.5. If **you** have **Transaction Rights**, **you** may use **our Internet Banking Service** to transfer funds between the **accounts you** hold with **us**, to transfer funds to **accounts you** hold with other institutions or to **accounts** held by other people. **You** can do this by making one off **transactions** from **your Account(s)** or scheduling a future payment. **You** will not be able to transfer funds out of any loan or term deposit **accounts you** hold with **us**.
- 4.6. If **you** would like to set up a new **payee**, **you** must follow the “**Add a Beneficiary**” link in the secure area of the **Internet Banking Service** and follow the onscreen instructions. **We** will send to **your** mobile telephone a **Tracker ID** which **you** must enter on screen to confirm **you** want to set up the new **payee**.
- 4.7. In order to instruct **us** to make a payment out of **your Account**, **you** must:
- a. Log in to the **Internet Banking Service** using **your User ID** and **Sign-on Password** and, if applicable, the **One Time Password** we send to **your** mobile telephone;
 - b. Select the **payee** from the drop-down list of registered beneficiaries on-screen;
 - c. Select the payee's **account** into which the payment is to be made; and
 - d. Authorise the **transaction** by entering **your Transaction Password**.
- 4.8. Once **you** have instructed **us** to make a payment out of **your Account** using the **Internet Banking Service**, **you** may only cancel that payment instruction in accordance with the following:
- 4.8.1. If **you** instruct **us** to make a one-off transfer to another **account**, this will be treated by **us** as a request to make an immediate payment and **you** will not be able to cancel it. This is because **we** start to process **your** instructions immediately.
- 4.9. **You** can cancel a scheduled future payment using the **Internet Banking Service** at any point before the payment is made. **You** can cancel a cheque which has not yet been drawn on **your Account**. **You** can do this provided **we** receive **your** request to cancel the cheque before the cheque is presented to **us** for payment.
- 4.10. The timescales for processing payments **you** ask **us** to make using **our Internet Banking Service** will be as follows and are on the basis that **we** receive **your** instruction before the **Cut-off Time** on a **Working Day**:
- 4.10.1. Payments made to another **account** held by **you** or another person with **us** will reach the recipient's **account** immediately.
- 4.10.2. Payments made to another **account** held in the UK will reach the recipient's **account**:
- a. For payments made by **CHAPS** no later than the next **Working Day** after the day on which **you** request **we** make the payment provided **we** receive the request before the **Cut-Off Time**; or
 - b. For payments made by **Faster Payments** no later no later than the next **Working Day** after the day on which **you** request **we** make the payment.
- 4.10.3. For payments made to an **account** held outside of the UK (when this service becomes available as part of the **Internet Banking Service**):
- a. If **you** ask **us** to make a payment to a person with an **account** at a bank in the EEA, other than in the UK, and the payment is in **Euro**, the payment will reach the other bank no later than three **Working Days** after **we** received the

payment instruction.

- b. For payments in other EEA currencies to countries within the EEA, the payment will reach the other bank no later than four **Working Days** after we received **your** payment instruction. The bank receiving the payment from **us** is required by law to pay it into its customer's **account** on the day it receives the payment from **us**.
 - c. If **you** ask **us** to make a payment to a person in another currency or with an **account** at a bank outside the **EEA**, **we** will give **you** an indication of the date on which the payment is likely to be received by that bank. This does not mean that the **recipient** will receive the **payment** on the same day. This will depend on the banking practice of the country concerned.
 - d. **We** will use **our** Standard Exchange Rate for selling the relevant currency unless **we** tell **you** a different rate applies when **you** ask **us** to make the payment. If **you** make a Sterling payment, **we** cannot control the exchange rate applied by the foreign bank.
 - e. When **you** ask **us** to make international payments, these may be subject to charges. Please refer to **our** Schedule of Charges for further details.
 - f. In making an international payment **we** are acting for **you** as **your** agent. **You** will have to comply with any relevant local laws and **you** agree to hold **us** harmless against all obligations and responsibilities **we** incur as a result of acting for **you**.
 - g. There may be delay in carrying out the **payment** instructions, while monitoring and/or **fraud prevention checks** takes place, as required by **law**.
- 4.11. There are limits on the amount of funds **you** can transfer in any single **transaction** as well as limits on the amount of funds **you** can transfer from **your Accounts** using the **Internet Banking Service** in any one day, week, month and year. **We** will set those limits from time to time and let **you** know what they are by post, email, by text message to **your** mobile telephone or by adding a message to **your** monthly statements. There are also limits on the amount of funds **you** can transfer from **your** sterling **Account** to another **account** held in a different currency (when this service becomes available as part of the **Internet Banking Service**).
- 4.12. **We** may agree to, at **our** discretion, increase these limits upon receiving **your** specific request in writing. For details of the exchange rates which will apply in relation to payments made to accounts held in other currencies, please see **our** General **Terms and Conditions**.

5 Unauthorised Transactions

- 5.1. Our liability for unauthorised transactions is as set out in **condition no. [9]** of our General **Terms and Conditions**.
- 5.2. **We** will not be liable for any unauthorised transactions on **your Account** executed through the **Internet Banking Service** if **you** have:
- a. Acted fraudulently; or
 - b. With intent or with gross negligence in failing to comply with **condition no.(s) [2.7]** and/or **[1.8]** and/or **[2.8]**

6 Suspending the Internet Banking Service

- 6.1. **You** will not be able to use **our Internet Banking Service** if **we** have suspended **your** ability to use it. **We** can do this if **we** reasonably consider it necessary for reasons relating to:
- 6.1.1. The security of **your User ID, Sign-on Password, Transaction Password** or any

One Time Password or Tracker ID we send to **you** or if **you** tell us **your** mobile telephone has been lost, stolen or is otherwise being used without **your** consent;

- 6.1.2. Suspected unauthorised or fraudulent use of **your User ID, Sign-on Password, Transaction Password** or any **One Time Password or Tracker ID** we sent to **your** mobile telephone or **your** mobile telephone itself; or
- 6.1.3. A significant increased risk that **you** may be unable to pay any money **you** owe **us** on any of the **accounts you** hold with **us** and **you** can use **our Internet Banking Service** to increase the amount of money **you** owe **us**.
- 6.2. Unless the law prevents **us** from doing so or **we** believe it would undermine **our** security measures, **we** will try to contact **you** by telephone or writing in advance to tell **you** that **we** have done this and **our** reason for doing so. If **we** are unable to tell **you** in advance, **we** will tell **you** as soon as possible afterwards.

7 Varying these Terms

- 7.1. **We** may from time to time vary these **Terms** for the following reasons:
 - 7.1.1. If the change is favorable to **you**;
 - 7.1.2. To comply with **our legal obligations**;
 - 7.1.3. To reflect changes in general banking practice;
 - 7.1.4. To reflect **regulatory** changes;
 - 7.1.5. Where required to do so, or to reflect a decision or recommendation as the result of any ruling by a **competent court** or other **law** enforcing body; or
 - 7.1.6. To reflect changes in costs associated with the relevant technology, the costs **we** pay to others in relation to the **Internet Banking Service** and/or **our** reasonable costs in providing the **Internet Banking Service**.
- 7.2. **We** will tell **you** about any changes to these **Terms** and when they come into effect by sending a notice with **your** statement, by writing to **you** by post, email or sending **you** a message in the secure area of the **Internet Banking Service**.
- 7.3. If **we** decide to make any changes to these **Terms**, **we** will give **you** 60 calendar days' notice of the change. If **we** make any changes to these **Terms** which do not disadvantage **you**, **we** may make the changes immediately and tell **you** about them within **60** calendar days of having done so.
- 7.4. If the changes are not to **your** advantage, **you** may wish to terminate **your** use of **our Internet Banking Service**. For further information on how to **terminate** these **Terms** and the consequences of doing so, please see **condition no. [8]** of these **Terms**.

8 Cancelling and terminating the Internet Banking Service

- 8.1. **You** may cancel **your Internet Banking Service** within **-14-** days starting with the day after the day on which **you** register for **our Internet Banking Service**. **You** can do this by writing to **your Account** maintaining branch or going into **your** branch and informing a **cashier**.
- 8.2. **You** can end these **Terms** at any time by writing to **your Account** maintaining branch or going into **your** branch and informing a **cashier**. **Your** termination of these **Terms** will also be treated as termination of any **accounts you** hold with **us** which can only be accessed through **our Internet Banking Service**.
- 8.3. **We may end these Terms:**
 - 8.3.1. By giving **you** **-2-** months' personal notice.

- 8.3.2. Immediately if:
- a. **You** are, or **we** reasonably consider **you** to be:
 - Using or obtaining, or allowing someone else to use or obtain, a service or money illegally;
 - Acting fraudulently; or
 - Behaving improperly.
 - b. **We** reasonably consider that by continuing the provision of the **Internet Banking Service**:
 - **We** may break a legal requirement or a court order or other authority;
 - **We** are or may be exposed to action from any government or regulator; or
 - **You** have seriously or persistently broken these **Terms** in any other way.

9 General

- 9.1. **We** do not currently charge for using **our Internet Banking Service** although **you** may be charged for using specific functionalities such as making certain types of transactions. Please see **our Schedule of Charges** for more details. **We** may introduce a charge for **our Internet Banking Service** in the future. If **we** do, the provisions of **conditions no(s) [7.3]** and **[7.4]** apply.
- 9.2. **We** may introduce a facility to apply for some products (subject to **terms and conditions**) through the ["**Apply Online**"] function. **We** may also introduce additional functionality or **services** as part of the **Internet Banking Service** as **Baroda Connect** develops, such as cross currency and cross border online money transfers.
- 9.3. All notices given to **you** under these **Terms** (including any changes to these **Terms**) will be given to **you** personally and this may include by post, email or by sending **you** a message via the **Internet Banking Service**.
- 9.4. If any part of these **Terms** proves to be unenforceable in any way, the remainder of these **Terms** will be unaffected and will remain valid. **We** may not always strictly enforce **our** rights under these **Terms and Conditions**. If **we** do this, it will just be a temporary measure and **we** may enforce **our** rights strictly again.
- 9.5. These **Terms** are governed by the laws of **England and Wales**. If **you** are resident in **England or Wales**, these terms shall be subject to the jurisdiction of the courts of **England and Wales**. If **you** are resident in **Scotland**, then these **Terms** shall be subject to the jurisdiction of the **Scottish courts**.
- 9.6. These **Terms** are in **English** and all communications between **us** and **you** will be in **English**.
- 9.7. There may be other costs or taxes imposed by and payable to third parties in connection with **your** use of the **Internet Banking Service**, for example **your** internet service provider.
- 9.8. If **you** have a complaint, please write in the first instance to **your Account** maintaining **branch**. **We** have procedures designed to resolve **your** complaint effectively. **We** can give **you** a leaflet describing those procedures if **you** ask for it at any time, from any of **our** branches. It can also be accessed from **our Website**.
- 9.9. **We** are a member of the **Financial Ombudsman Service (FOS)**. If **you** make a complaint and are not satisfied with the final response **we** give under **our** internal complaints procedure, **you** can ask the complaint to be resolved by the **Ombudsman**. **You** can contact **FOS** by writing to the following address:
Financial Ombudsman Service

**South Quay Plaza
183 Marshall Wall London
E14 9SR**

Tel: 0845 080 1800

- 9.10. Bank of Baroda (UK) Limited** is established in the UK with company number 10826803 **at 32 City Road, London, EC1Y 2BD.** This is **our UK Head Office.** We are authorized and regulated by the **Financial Conduct Authority (FCA) & Prudential Regulation Authority (PRA).** Our **FCA** firm reference number is **768016** and **you** can check **our** details online on the **FCA** are registered by going to www.fca.gov.uk.
- 9.11. You** can write to **us** at **Bank of Baroda (UK) Limited, 32 City Road, London, and EC1Y 2BD.** Tel: **020 7457 1515,** Email: info.uk@bankofbaroda.com.

Business Banking (Corporate) - Internet Banking

Terms and Conditions

- 1.1. Our agreement with **you** to provide **you** with **Internet Banking Services** consists of:
- 1.1.1. These **Internet Banking Service Terms and Conditions (Terms)**;
- 1.1.2. Any other Specific **Terms and Conditions** which apply to the **account(s) you** hold with **us** and access using **our Internet Banking Service**;
- 1.1.3. **Our General Terms and Conditions**; and
- 1.1.4. **Our Application Form** signed by **you**.
- 1.1.5. The words and phrases used in bold in these Terms have the same meanings as those shown in section 1 of **our General Terms and Conditions**. In addition, the following words and phrases are also printed in bold type in these Terms as they have a special meaning which is explained here.
- 1.2. In these Terms:
- 1.2.1. **Internet Banking Service** means the **Baroda Connect Internet Banking Service** available through **our Website** to customers of **our UK branches**. This **Internet Banking Service** is available either with **View Rights** only or **Transaction Rights**, depending on what **we** have agreed with **you** on **your Accounts**.
- 1.2.2. Means the security code sent to **you** the first time that **you** sign onto the **Internet Banking Service** and each time **you** log in after that using a computer **you** have not used to access the service before which **you** must enter in order to access the **Internet Banking Service**.
- 1.2.3. **Sign-on Password** means the password which **you** must enter each time **you** access the **Internet Banking Service**.
- 1.2.4. **Security Questions** means the selection of questions **you** will be asked when logging into the **Internet Banking Service** as further described in **condition no. [2.3]**
- 1.2.5. **Tracker ID** means the security code that must be entered to confirm the registration of a new payee.
- 1.2.6. **Transaction Password** means the password which **you** must enter in order to confirm any instruction **you** give **us**.
- 1.2.7. **Transaction Rights** means the rights to use the **Internet Banking Service** to carry out transactions on **your Accounts** as well as to view **your Accounts**.
- 1.2.8. **User** means any person nominated in **our Application Form** signed by **you** (or otherwise) who is authorized by **you** from time to time to use the **Internet Banking Service**.
- 1.2.9. **User ID** means the **user** name which **we** send to **you** which **you** will require to sign on to the **Internet Banking Service**, register a payee and/or carry out a transaction.
- 1.2.10. **View Rights** means the **Internet Banking Service** whereby **you** can view **your Accounts** but do not have **Transaction Rights**.
- 1.3. **Your** and any **user's** use of **our Internet Banking Service** is also subject to **our Data Protection Policy (Privacy Policy)**, which explains how **we** collect, use and share **your** and their personal information. Copies are available in **our** branches and can be provided on request.

- 1.4. Each **user** authorized by **you** will be able to use the **Internet Banking Service** to access **account(s)** held by **you** as designated in the **Application Form** in order to view **your Account** information. If **we** have provided **you** with **Transaction Rights**, **users** may also be able to use the **Internet Banking Service** to provide **us** with instructions, including payment instructions other than for loan and term deposit **accounts**, in relation to those **account(s)** in accordance with their mandate.
- 1.5. **You** can cancel or amend a **user's** authority by writing to **us**. **We** will require an original or certified copy of the document evidencing the appropriate authority (for example a board resolution for companies) for the individual to apply for the amendment or cancellation along with the original completed Application Form.
- 1.6. **Users** will usually be able to access **our Internet Banking Service** at any time. However, there may be times when it is temporarily unavailable, for example, if **we** have to carry out emergency or routine maintenance or systems upgrades. If this happens, **we** will work to re-establish the provision of **our Internet Banking Service** as soon as possible.
- 1.7. In order to access **our Internet Banking Service**, **users** will need to have access to a computer and the internet. The computer and internet service **users** use must meet any reasonable requirements **we** may set.
- 1.8. It is also a condition of the **Internet Banking Service** that **users** must have a mobile telephone capable of receiving text messages from **us**. **Users** will need to provide **us** with their mobile telephone number so that **we** can send text messages to them for the purpose of enabling them to access the **Internet Banking Service**.
If:
- 1.8.1. A **user** changes his/her mobile telephone number, he/she must tell **us** as soon as reasonably possible by completing the appropriate form which is available on **our Website** and taking it into **your Account** maintaining branch where **we** will update **our** records immediately. **Users** may not be able to access the **Internet Banking Service** or make transactions (if applicable) until **we** have received their correct mobile telephone number and have updated **our** systems with new number.
- 1.8.2. A **user** loses his/her mobile telephone, it is stolen, or he/she suspects it is being used without his/ her permission, the **user** must tell **us** immediately and **we** may suspend his/her use of the **Internet Banking Service** until the matter has been resolved. Please see **condition no. [5]** of these Terms below for more details on when **we** may suspend a **user's** use of the **Internet Banking Service**.
- 1.9. **You** must use, and ensure that all **users** use, the **Internet Banking Service** in accordance with these Terms, the General **Terms and Conditions** and any Specific **Terms and Conditions** which apply to **your Account(s)**.
- 1.10. Please read these **Terms** and keep a copy of them in a safe place for **your** future reference. **We** can provide **you** with additional or up to date copies of these **Terms** (and any other documents which form part of the contract between **you** and **us**) on request.

2. Security

- 2.1. **We** will send each new **user** nominated by **you** to use the **Internet Banking Service** their **User ID** by post (to **your** communication address). He/she will need to collect his/her **Sign-on Password** and **Transaction Password** from **your Account** maintaining branch.
- 2.2. In order to access the **Internet Banking Service**, **Users** must log in using their **User ID** and **Sign-on Password**. The first time that they log in to the **Internet Banking Service** and for any time they log in after that using a computer they have not used to access the **Internet Banking Service** before **we** will prompt them to enter their mobile telephone number and send them a **One Time**

Password which they will need to enter to confirm their identity. They will need to enter the **One Time Password** as prompted on screen in order to access the **Internet Banking Service**. Each **One Time Password** can only be used once and will expire shortly after we have sent it to you.

- 2.3. When a **User** logs in for the first time, he/she will have to change his/her **Transaction Password** and **Sign-on Password**. If you have **Transaction Rights** on your **Account**, he/she will be asked to set up a number of **Security Questions** for which he/she must provide corresponding responses.
- 2.4. **Users** can change their **Transaction Passwords** at any time by following the ["Change **Your Password**"] option in the secure area of the **Internet Banking Service**. When **Users** change their **Transaction Password**, it must be to a new password which they have not used to access the **Internet Banking Service** before.
- 2.5. If a **user** forgets his/her **Sign-On** or **Transaction Password**, he/she must request a new one by completing the appropriate form available on **our Website** and collecting his/her new **Transaction Password** from **your Account** maintaining branch.
- 2.6. If a **user's Sign-on Password** is blocked and **you** have **Transaction Rights** on **your Account**, he/she will be able to unblock it by answering his/her **Security Questions**. Otherwise the same process as set out in **condition no. [2.5]** applies.
- 2.7. **You** will ensure that all **users** take reasonable precautions to keep their **User ID, Sign-on Password, Transaction Password** or any **One Time Password** or **Tracker ID** we send to them, under these Terms, safe. These precautions include:
- 2.7.1. Never writing their **User ID, Sign-on Password, Transaction Password** or any **One Time Password** or **Tracker ID** we send to them down in a way which can be understood by another person;
- 2.7.2. Not choosing a **Transaction Password** which may be easily guessed by another person;
- 2.7.3. Taking care to ensure that no-one else hears or sees their **User ID, Sign-on Password, Transaction Password** or any **One Time Password** or **Tracker ID** we send to them when they use them;
- 2.7.4. Keeping their **User ID, Sign-on Password, Transaction Password** or any **One Time Password** or **Tracker ID**, we send to them unique to the **Internet Banking Service** they use with us;
- 2.7.5. Not telling anyone **User ID, Sign-on Password Tracker ID, we** send to them. This includes **us** as **we**, will never ask for a username and password;
- 2.7.6. Telling **us** as soon as reasonably possible if they think someone else knows their **User ID, Sign-on Password, Transaction Password** or any **One Time Password** or **Tracker ID, we** send to them. If they think someone else knows their **Transaction Password**, they should change it immediately;
- 2.7.7. Keeping their computer secure by using anti-virus, anti-spyware and firewall software;
- 2.7.8. Never accessing **our** Internet Banking Service through a link sent to them in an email and logging on using their **User ID** and **Sign-on Password** and, if requested, a **One Time Password, we** send to them. **Users** should always access **our Internet Banking Service** by typing in **our web** address into their **web** browser;
- 2.7.9. Never using a computer which can be used by other people without first making sure no-one is able to observe them and logging out and closing the browser once they have finished using **our** Internet Banking Service;

- 2.7.10. Once they have logged in, not leaving the computer or allowing another person to use it until they have logged out of **our Internet Banking Service**; and
- 2.7.11. Not recording any **User ID, Sign-on Password, Transaction Password** or any **One Time Password** or **Tracker ID**, **we** send to them on software which retains it automatically (such as “**save password**” features on an internet browser).
- 2.8. **You** must tell **us** without delay if:
- 2.8.1. A **user’s User ID, Sign-on Password, Transaction Password** or any **One Time Password** or **Tracker ID** **we** send to him/her is lost or stolen, or he/she suspects that someone else has used or tried to use them without **your** or his/her authorization; or
- 2.8.2. **You** or a **user** becomes aware of any incorrectly executed instructions or any unauthorised transaction on **your Account(s)**
- By:
- a. Contacting **your Account** maintaining branch during office hours by telephone;
 - b. Emailing **us** at barodaconnect.uk@bankofbaroda.com;
- 2.9. Both **you** and the relevant **user** will assist **us**, **our** agents or the police in the investigation of any unauthorised use of the **Internet Banking Service**.

3. Instructions and Making Transactions

- 3.1. If a **user** provides his/her **User ID, Sign-on Password, Transaction Password** and, if required, any **One time password** or **Tracker ID** **we** have sent to **your** mobile telephone to access the **Internet Banking Service** and **you** have not notified **us** under clause no. [2.8] of these **Terms**, **we** will assume **we** are dealing with an authorized **user** and will act on any instruction (including relating to the making of payments out of **your Account(s)**) without getting further confirmation from **you**.
- 3.2. **You** are responsible for ensuring that any instructions given by **users** are accurate and complete and achieve **your** intended purpose. **We** will not be liable for any loss or delay caused by **users** providing incomplete or inaccurate instructions.
- 3.3. **We** may refuse to act on instructions **users** give to **us** through the **Internet Banking Service** if:
- 3.3.1. **You** do not have available funds to make the payment or have exceeded a limit **we** or **you** have applied to **your Account** or **users’** use of **our Internet Banking Service** (such as the limits set out in **condition no. [3.11.1]**);
- 3.3.2. The payment instruction is not clear, or a **user** has not provided **us** with the correct payment details;
- 3.3.3. There is a legal requirement, or a court or other authority tells **us** to act in that way;
- 3.3.4. **We** reasonably believe that someone else may have rights over money in **your Account** (in this case **we** can also ask (or require **you** to ask) a court what to do, or do anything else **we** may reasonably need to do to protect **us**); or
- 3.3.5. Any other reason set out in **our General Terms and Conditions** or the **Specific Terms and Conditions** which apply to **your Account(s)**.
- 3.4. Unless the law prevents **us** from doing so, **we** will try to contact **you** to tell **you** that **we** are refusing to act on a payment instruction. **We** will do this at the earliest opportunity but in any case, by the time the payment should have reached the bank a **user** has asked **us** to make the payment to.
- 3.5. **Users** may use **our Internet Banking Service** to subscribe for alerts relating to **your Accounts** and any transaction on those **accounts** which will be sent to their

mobile telephone.

- 3.6. If **you** have **Transaction Rights**, **Users** may use **our Internet Banking Service** to transfer funds between the **accounts you** hold with **us**, to transfer funds to accounts **you** hold with other institutions or to accounts held by other people. They can do this by making one off transactions from **your Account(s)** or scheduling a future payment. They will not be able to transfer funds out of any loan or term deposit **accounts you** hold with **us**.
- 3.7. If a **User** would like to set up a new **payee**, he/she must follow the “**Add a Beneficiary**” link in the secure area of the Internet Banking Service and follow the onscreen instructions. **We** will send to that users’ mobile telephone a **Tracker ID** which he/she must enter on screen to confirm that he/she wants to set up a new payee.
- 3.8. In order to instruct **us** to make a payment out of **your Account**, **users** must:
- 3.8.1. Log in to the **Internet Banking Service** using their **User ID** and **Sign-on Password** and, if applicable, the **One Time Password** **we** send to their mobile telephone;
- 3.8.2. Select the payee from the drop-down list of registered beneficiaries on-screen;
- 3.8.3. Select the payee’s **account** into which the payment is to be made; and
- 3.8.4. Authorize the transaction by entering their **Transaction Password**
- 3.9. Once a **User** has instructed **us** to make a payment out of **your Account** using the **Internet Banking Service**, **you** or a **User** may only cancel that payment instruction in accordance with the following:
- 3.9.1. If a **user** instructs **us** to make a one-off transfer to another **account**, this will be treated by **us** as a request to make an immediate payment and **you** will not be able to cancel it. This is because **we** start to process these instructions immediately.
- 3.9.2. **You** or a **user** can cancel a scheduled future payment using the **Internet Banking Service** at any point before the payment is made.
- 3.10. **You** or a **user** can cancel a cheque which has not yet been drawn on **your Account**. **You** can do this provided **we** receive **your** request to cancel the cheque before the cheque is presented to **us** for payment.
- 3.11. The timescales for processing payments **users** ask **us** to make using **our Internet Banking Service** will be as follows and are on the basis that **We** receive **your** instruction before the **Cut-off Time** on a **Working Day**:
- 3.11.1. Payments made to another **account** held by **you** or another person with **us** will reach the recipient’s **account** immediately.
- 3.11.2. Payments made to another **account** held in the UK will reach the recipient’s **account**:
- a. For payments made by **CHAPS** no later than the next **Working Day** after the day on which **you** request **we** make the payment provided **we** receive the request before the **Cut-Off Time**; or
- b. For payments made by **Faster Payments** no later no later than the next **Working Day** after the day on which **you** request **we** make the payment.
- 3.11.3. For payments made to an **account** held outside of the UK (when this service becomes available as part of the **Internet Banking Service**):
- a. If **you** ask **us** to make a payment to a person with an **account** at a bank in the EEA, other than in the UK, and the payment is in Euro, the payment will reach the other bank no later than three **Working Days** after **we** received the payment instruction.

- b. For payments in other EEA currencies to countries within the EEA, the payment will reach the other bank no later than four **Working Days** after **we** received **your** payment instruction. The bank receiving the payment from **us** is required by law to pay it into its customer's **account** on the day it receives the payment from **us**.
 - c. If **you** ask **us** to make a payment to a person in another currency or with an **account** at a bank outside the EEA, **we** will give **you** an indication of the date on which the payment is likely to be received by that bank. This does not mean that the recipient will receive the payment on the same day. This will depend on the banking practice of the country concerned.
 - d. **We** will use **our** Standard Exchange Rate for selling the relevant currency unless **we** tell **you** a different rate applies when **you** ask **us** to make the payment. If **you** make a Sterling payment, **we** cannot control the exchange rate applied by the foreign bank.
 - e. When **you** ask **us** to make international payments, these may be subject to charges. Please refer to **our Schedule of Charges** for further details
 - f. In making an international payment **we** are acting for **you** as **your** agent. **You** will have to comply with any relevant local laws and **you** agree to hold **us** harmless against all obligations and responsibilities **we** incur as a result of acting for **you**.
 - g. There may be delay in carrying out the payment instructions, while monitoring and/or fraud prevention checks takes place, as required by law. We shall not be responsible for any loss by you suffered as a result of such delays.
- 3.12. There are limits on the amount of funds a **user** can transfer in any single transaction as well as limits on the amount of funds **you** can transfer from **your Accounts** using the **Internet Banking Service** in any one day, week, month and year. **We** will set those limits from time to time and let **you** know what they are by post, email, by text message to **your** mobile telephone or by adding a message to **your** monthly statements. There are also limits on the amount of funds **you** can transfer from **your** sterling **account** to another **account** held in a different currency (when this service becomes available as part of the **Internet Banking Service**).
- 3.13. **We** may agree to, at **our** discretion, increase these limits upon receiving **your** specific request in writing for details of the exchange rates which will apply in relation to payments made to accounts held in other currencies, please see **our General Terms and Conditions**.
- 3.14. **You** may also be able to set limits on amount of funds a single **User** can transfer in any single transaction without further authorization from **you** or a designated Primary **User**.
- 3.15. If **you** cancel a **User's** authority under clause no. [1.5] then, unless **you** instruct **us** otherwise, **we** will process any outstanding instructions which were authorized by the **User** before **you** notified **us** of the cancellation.

4. Unauthorised Transactions

- 4.1. Our liability for unauthorised transactions in relation to the **Internet Banking Service** is as set out in clause no. [9] of **our General Terms and Conditions** and those conditions shall be read so as to include the use of the **Internet Banking Service** to make a payment.
- 4.2. **We** will not be liable for any unauthorised transactions on **your Account** executed through the **Internet Banking Service** if **you** or a **user** have:
- a. Acted fraudulently; or
 - b. With intent or with gross negligence in failing to comply with **condition no.(s)**

[2.7] and/or [1.9] and/or [2.8]

5. Suspending the Internet Banking Service

- 5.1. A **user** will not be able to use **our Internet Banking Service** if **we** have suspended his/her ability to use it. **We** can do this if **we** reasonably consider it necessary for reasons relating to:
- 5.1.1. The security of a **user's User ID, Sign-on Password, Transaction Password** or any **One-Time password** or **Tracker ID** **we** send to them or if **you** or they tell **us** his/her mobile telephone has been lost, stolen or is otherwise being used without his/her consent;
- 5.1.2. Suspected unauthorised or fraudulent use of **your User ID, Sign-on Password, Transaction Password** or any security code **we** send to **your** mobile telephone or **your** mobile telephone itself; or
- 5.1.3. A significant increased risk that **you** may be unable to pay any money **you** owe **us** on any of the **accounts you** hold with **us** and **you** can use **our Internet Banking Service** to increase the amount of money **you** owe **us**.
- 5.2. Unless the law prevents **us** from doing so or **we** believe it would undermine **our** security measures, **we** will try to contact **you** by telephone or writing in advance to tell **you** that **we** have done this and **our** reason for doing so. If **we** are unable to tell **you** in advance, **we** will tell **you** as soon as possible afterwards.

6. Varying these Terms

- 6.1. **We** may from time to time vary these **Terms** for the following reasons:
- 6.1.1. If the change is favorable to **you**;
- 6.1.2. To comply with **our** legal obligations;
- 6.1.3. To reflect changes in general banking practice;
- 6.1.4. To reflect regulatory changes;
- 6.1.5. Where required to do so, or to reflect a decision or recommendation as the result of any ruling by a competent court or other law enforcing body; or
- 6.1.6. To reflect changes in costs associated with the relevant technology, the costs **we** pay to others in relation to the **Internet Banking Service** and/or **our** costs in providing the **Internet Banking Service**.
- 6.2. **We** will tell **you** about any changes to these **Terms** and when they come into effect by sending a notice with **your** statement, by writing to **you** by post, email or sending **you** a message in the secure area of the **Internet Banking Service**.
- 6.3. If **we** decide to make any changes to these **Terms** **we** will give **you** 60 calendar days' notice of the change. If **we** make any changes to these **Terms** which do not disadvantage **you**, **we** may make the changes immediately and tell **you** about them within 60 calendar days of having done so.
- 6.4. If the changes are not to **your** advantage, **you** may wish to terminate **your** use of **our Internet Banking Service**. For further information on how to terminate these **Terms** and the consequences of doing so, please see **condition no. [7]** of these **Terms**.

7. Cancelling and Terminating the Internet Banking Service

- 7.1. **You** may cancel **your Internet Banking Service** within 14 days starting with the day after the day on which **you** register for **our Internet Banking Service**. **You** can do this by writing to **your Account** maintaining branch or going into **your** branch and informing a cashier
- 7.2. **You** can end these **Terms** at any time by writing to **your Account** maintaining branch or going into **your** branch and informing a cashier. **Your** termination of

these **Terms** will also be treated as termination of any **accounts you** hold with **us** which can only be accessed through **our Internet Banking Service**.

7.3. We may end these Terms:

7.3.1. By giving **you** -2- months' personal notice.

7.3.2. Immediately if:

- a. You** are, or **we** reasonably consider **you** to be:
 - Using or obtaining, or allowing someone else to use or obtain, a service or money illegally;
 - Acting fraudulently; or
 - Behaving improperly.
- b. We** reasonably consider that by continuing the provision of the **Internet Banking Service**:
 - **We** may break a legal requirement or a court order or other authority;
 - **We** are or may be exposed to action from any government or regulator; or
 - **You** have seriously or persistently broken these Terms in any otherway.

8. General

8.1. **We** do not currently charge for using **our Internet Banking Service** although **you** may be charged for using specific functionalities such as making certain types of transactions. Please see **our** Schedule of Charges for more details. **We** may introduce a charge for **our Internet Banking Service** in the future.

8.2. All notices given to **you** under these Terms (including any changes to these Terms) will be given to **you** personally and this may include by post, email or by sending **you** a message via the **Internet Banking Service**.

8.3. If any part of these Terms proves to be unenforceable in any way, the remainder of these Terms will be unaffected and will remain valid. **We** may not always strictly enforce **our** rights under these **Terms and Conditions**. If **we** do this, it will just be a temporary measure and **we** may enforce **our** rights strictly again.

8.4. These Terms are governed by the laws of **England and Wales**. If **you** are resident in **England or Wales**, these terms shall be subject to the jurisdiction of the courts of England and Wales. If **you** are resident in **Scotland**, then these Terms shall be subject to the jurisdiction of the **Scottish courts**.

8.5. These Terms are in **English** and all communications between **us** and **you** will be in English.

8.6. There may be other costs or taxes imposed by and payable to third parties in connection with **your** use of the **Internet Banking Service**, for example **your** internet service provider.

8.7. If **you** have a complaint, please write in the first instance to **your Account** maintaining branch. **We** have procedures designed to resolve **your** complaint effective. **We** can give **you** a leaflet describing those procedures if **you** ask for it at any time, from any of **our** branches. It can also be accessed from **ourWebsite**.

8.8. **We** are a member of the **Financial Ombudsman Service (FOS)**. If **you** make a complaint and are not satisfied with the final response **we** give under **our** internal complaints procedure, **you** can ask the complaint to be resolved by the **Ombudsman**. **You** can contact **FOS** by writing to the following address:

Financial Ombudsman Service
South Quay Plaza
183 Marshall Wall London

E14 9SR

Tel: 0845 080 1800

- 8.9. **Bank of Baroda (UK) Limited** is established in the UK with company number 10826803 **at 32 City Road, London, EC1Y 2BD**. This is **our** UK Head Office. **We** are authorized and regulated by the **Financial Conduct Authority (FCA) & Prudential Regulation Authority (PRA)**. Our **FCA** firm reference number is 768016 and **you** can check **our** details online on the FCA are registered by going to www.fca.gov.uk.
- 8.10. **You** can write to **us** at Bank of Baroda (UK) Limited, 32 City Road, London, and EC1Y 2BD. Tel: 020 7457 1515, Email: info@bankofbaroda.com.

Baroda Connect- Remittance to India in INR

Terms & conditions

1. These terms and conditions (“**Terms & Conditions**”) apply to the facility of **transfer of funds** to India through **Baroda Connect UK Operations (Bank of Baroda (UK) Limited Internet Banking Service)** and are additional to the general **Terms & Conditions** applicable for **Baroda Connect** facility.

Definitions

- 2.1. **We:** means Bank of Baroda (UK) Limited.
- 2.2. **Beneficiary:** means person to whom **you** would like to transfer fund using this service.
- 2.3. **Beneficiary Bank:** Bank in India with which the registered beneficiary holds an **account**.
3. This facility is available to **retail user of Baroda Connect** who is registered for this **transaction facility**.
4. **AML check** would be done for the **Beneficiary name** at the time of **Beneficiary registration** itself and every time after the updation of **sanction list** by **us**. If any match occurs the **beneficiary** will be disabled, and customers would not be allowed to make payment to such **Beneficiary** till the time, **we** do the required **AML check**.
5. There may be delay in carrying out the **payment instructions**, while monitoring and/or **fraud prevention checks** takes place, as required by **law**. We will not be liable for any loss suffered by you or a third party as a result of any such delay.
6. **We** may refuse to provide the remittance service without giving a reason, in particular to prevent money laundering and fraud.
7. The **Remittance to India** facility should be used only for the purpose mentioned by **us**. This facility should not be used for **business transactions**, or any **unlawful purpose** as defined under any applicable **law**.
8. **We** will not ensure the correctness of **Beneficiary account** number. **You** should ensure that **you** are entering the correct **Beneficiary account** number name and other details. **You** should also ensure that details of all **registered beneficiaries** are updated prior to processing any fund transfer.
9. **You** may register a maximum of -3- **beneficiaries** per day. The new **Beneficiary** registered should be confirmed within 24 hours. Remittance may be done for the added beneficiary after -6- hours of confirmation.
10. The exchange rate shown on clicking the button “**Click to get exchange rate/amount**” is the present rate available in the system. However, **we** may revise the exchange rate at any time.
11. On clicking the ‘**Pay**’ button request will be executed at the exchange rate applicable at the time of clicking ‘**Pay**’ button. The request set in INR will define the exact amount to be credited to **your** registered beneficiary’ **account** in India. The amount debited in **your Account** will be determined by the INR/GBP exchange rate being offered by **us** at the time of clicking ‘**Pay**’ button.
12. **You** may have to pay charges if any, applied by **us**. **We** may revise the remittance charges from time to time. The same will be updated in **our Website**.
13. **You** are allowed to do remittance to India transaction round the clock. However, the **Beneficiary account** will be credited as per NEFT/RTSG/IMPS rules, timings, and availability of systems in India. **We** will not pay any interest for intervening period

between **your Account** debit and **Beneficiary account** credit.

14. **Beneficiary's** bank may also levy charges for inward remittance, **we** may not be aware of these charges and such charges if any may be deducted from the amount that is transferred to the registered beneficiary.
15. The transactions are irreversible once executed and **we** are not responsible for cancellation of transaction after its execution.
16. If the Beneficiary Bank returns the fund for any reason, it would be credited back to **your Account** within 5-6 working days and will be at the customers' risk and responsibility. The exchange rate applicable on the day of return will be applicable for such transactions.
17. Any service assurance will not apply in the following circumstances:
 - 17.1 **You** have provided incorrect/incomplete transaction details or incorrect Beneficiary details;
 - 17.2 There is system failure, technical error or delay on the part of Beneficiary Bank;
 - 17.3 Circumstances that are beyond our reasonable control (power failure, natural calamities strike etc.);
 - 17.4 At the time of scheduled or unscheduled system maintenance.
 - 17.5 Additional information required by the Bank or Beneficiary bank.
18. Default Limit (in GBP):

Per Transaction	Daily	Weekly	Monthly	Yearly
6000	6000	15,000	40,000	200,000

Contactless Visa Debit Card

Terms & Conditions

1. Introduction

- 1.1. **Your** agreement with **us** is contained in these **card** conditions; and
- 1.2. The Application Form signed by **you**.

2. Meaning of Words and Expressions

In these **card** conditions and any other document forming part of **our** agreement with **you**, the following words and expressions have the following meanings.

- 2.1. **'We', 'us', 'our'** 'Bank /bank' means Bank of Baroda (UK) Limited.
- 2.2. **'You'** and **'your'** mean the customer who completes and signs the application form for the **card** for use on the **account** and includes (where appropriate) any person **you** have asked **us** to issue **acard** to.
- 2.3. **'Card'** means a debit **card** issued by Bank of Baroda (UK) Limited for use on the **account**
- 2.4. **'PIN'** means Personal Identification Number. (For access to cash machines).
- 2.5. **'Transaction'** in these **card** conditions means both making payments and getting cash.
- 2.6. **'Account'** means the **account** for which the **card** has been issued either in **your** name or held jointly with somebody else.
- 2.7. The singular includes the plural and vice versa. One gender includes the other genders.

3. The Card

- 3.1. **We** will give **you** a **card** to use either just to get cash from cash machines or to make payments. **You** must sign the **Card** as soon as **you** receive it and follow any reasonable instructions that **we** give **you** about using **cards** and keeping them safe.
- 3.2. When **we** receive a request to authorise a transaction effected by means of **your Card**, **we** have complete discretion as to whether **we** authorise the transaction or not. If **we** have a good reason, **we** may, cancel or suspend **your** right to use the **Card** for any or all purposes or refuse to replace any **card** without first telling **you**. The agreement between **us** will continue even if **we** do any of these things.
- 3.3. When deciding to authorise a transaction **we** will calculate the available funds in **your Account** and may consider any outstanding debit **card** transactions, any authorisation given for future debit **card** transaction and any funds that **we** reasonably believe have been credited or debited to or from **your Account**.
- 3.4. If for any reason whatsoever, a transaction results in, a debit balance in **your Account** or causes it to exceed **your** authorised limit, this is repayable on demand. Interest will be charged on such amount at the rate of 12.00 % over **our** base rate. Any reminder given by **us** either by way of letters or telephone calls to **you** concerning repayments due to **us**, will each attract a fee of £25.00
- 3.5. All transactions will be shown on **your** statements.
- 3.6. **We** will credit **your Account** with a refund for a transaction if the retailer asks **us** to. **You** cannot use a claim **you** may have against someone else to make a claim against **us**, or refuse to pay **us**, unless **you** have a legal right to do so. **You** cannot transfer any rights against **us** to someone else.
- 3.7. **We** will convert all overseas transactions into sterling using **our** appropriate

exchange rate and a percentage commission on the amount of the transaction. The exchange rate **we** use may not be the same as the rate when the transaction was made.

- 3.8. **We** will not be liable if **we** do not approve a transaction, or **you** cannot use the **Card** for a transaction or for any loss or damage **you** suffer as a result of the way **you** are told of this.
- 3.9. **We** will not be liable if any cash machine retains **your Card** following the repeated keying of the wrong PIN. **We** will ensure that the **Card** is returned or re-issued to **you** as soon as possible. **We** accept no liability for any loss if **your Card** is retained or **you** experience a technical failure.
- 3.10. **We** will not be liable in any way if **your Card** is not honored by a third party.
- 3.11. All **cards** issued by **us** remain **our** property and must be returned on demand.

4. Security

- 4.1. **You** must do all **you** can to keep the **Card** safe and **your** PIN secret at all times.
- 4.2. **You** must memorise **your** PIN immediately and destroy the notification promptly on receipt.
- 4.3. **You** must never tell anyone **your** number not even **our** staff or the Police.
- 4.4. **You** must never write **your** PIN on the **Card** or anything **you** usually keep with it.
- 4.5. It is advisable not to keep a written record of **your** PIN but if **you** do, then **you** must make a reasonable attempt to disguise it.
- 4.6. **You** must never allow anyone else to use **your Card**.
- 4.7. **You** must only reveal the **Card** number to make a transaction or to report loss or theft of the **Card**.
- 4.8. **You** must tell **us** as soon as reasonably possible if:
 - 4.8.1. The **card** is stolen or **you** think that it may be misused or that someone else may know the PIN.
 - 4.8.2. **Your** statement includes an item which **you** think is wrong.
 - 4.8.3. **You** change **your** name or address.
 - 4.8.4. And for any other reason.
- 4.9. Please contact **our** customer service centre on **0845 6012137** from UK or on **0044 207 796 2174** from abroad 24/7, 365 days a year.
- 4.10. All queries relating to debit **cards** would be handled by **our** customer services centre.
- 4.11. In case of lost and stolen **card we** may give the police any information **we** think will be useful. If the **Cards** reported lost, stolen or at risk of misuse, are returned, **you** must destroy them.
- 4.12. **Your** maximum liability for an unauthorised transaction is £ 35.00 before **you** report the item lost or stolen. However, **you** will be liable for all transactions where **you** have acted fraudulently or without reasonable care.
- 4.13. If someone uses the **card** with **your** permission, **you** will be liable for all the transactions, which take place before **you** tell **us** that it may be misused.
- 4.14. **You** will still be liable to pay **us** for all the transactions, even if **we** are unable to debit **your Account** because **your Account** is closed, machine, data processing or transmission link failure, industrial dispute or any other factors outside **our** control or as a result of anything **we** cannot reasonably control.
- 4.15. **We** will not be liable to **you** if **we** cannot carry out **our** responsibilities under this agreement as a result of anything that **we** cannot reasonably control. This includes machine failure and industrial disputes.

- ~~4.16. You need to mandatorily register your mobile number with the Bank and subscribe for SMS alert using your registered mobile number to avail debit card facility.~~
- 4.17. With introduction of 3-D security authentication, while making online transactions using debit card, you will receive One Time Passcode (OTP) through SMS on your mobile number registered with us, which you will be required to enter for authorizing the online transaction. Please never share your OTP with any other person.

5. Variation of these Card Conditions and our Agreement with You

- 5.1. Normally by giving **you** at least 30 days' notice **we** may change the terms of **our** agreement with **you** including:
- 5.1.1. Any changes in **our** charges.
- 5.1.2. Introduction of a charge for any service provided under or in connection with **our** agreement with **you**.
- 5.1.3. Add additional functions to the **Card** at any time.
- 5.1.4. Any other changes **we** may require.
- 5.2. Changes will normally be caused by market conditions, changes in cost of providing this service, changes in legal or other requirements affecting **us** or any other good reason.
- 5.2.1. **We** will notify **you** of any changes to **our** agreement with **you** by, notice of variation published in the press or by putting messages with or printing the messages on **your** statement or sending **you** separate written notice by posting it to, or leaving at address last known to thebank.

6. Other Matters

- 6.1. Our agreement with **you** can be terminated by **you** or by **us** by giving to the other, written notice and upon **your** return of all **cards** and making all payments due under **our** agreement. Unless there are exceptional circumstances **we** will give **you** 30 days' notice before **we** end **our** agreement with **you**.
- 6.2. **We** do not promise that the services and the benefits that **we** provide outside the terms of **our** agreement with **you** will always be available. (**We** may withdraw or vary such services or benefits at any time without giving **you** prior notice.)
- 6.3. If **you** are in breach of any of these **card** conditions, **we** will charge **you** for any losses or costs **we** may suffer.
- 6.4. If any of these **card** conditions is found by a court to be unreasonable, then **you** agree that the court may amend that term or condition so that it complies with any test of reasonableness. It shall then continue in force and effect as amended by the court.
- 6.5. English law shall govern these **card** conditions.

Baroda Click Funds2India (CF2I) Terms & Conditions

1. Introduction

Baroda Click Funds2India facility is for transferring money from any bank in the UK other than Bank of Baroda (UK) Limited to any bank branch in India, in Indian Rupees without the need to physically visit any Bank of Baroda (UK) Limited branch in UK. While there is no minimum remittance amount, **you** may transfer up to a maximum of GBP 6,000/- per transaction and £20,000/- per annum through this facility.

You may send funds from any UK bank supporting online banking to over 5400 + CBS Branches of Bank of Baroda in India and over 1,55,000 + NEFT (List available at <https://www.rbi.org.in/scripts/neft.aspx>) enabled branches of other banks in India.

2. Three Simple Steps to Hassle-Free Remittance to India- Step 1

- 2.1. Register yourself (one-time activity and available only to UK resident Individuals):**
- 2.1.1.** To get started, **you** need to register (only once) by going online to **our Website** <https://www.bankofbarodauk.com> then **Click Funds2India** log in and then New User.
- 2.1.2.** Once **you** have submitted **your** details and accepted the **terms and conditions** **you** will get an e-mail with 2 password protected attachments -remitter registration form (RID) and telecommunication mandate. **You** need to print these 2 forms and sign at appropriate places. **You** may note that the telecommunication mandate needs to be witnessed by a person known to **you**.
- 2.1.3.** **You** then need to take copies of **your** Passport/Full UK Photo Driving License. If **you** are submitting copies of Passport then photo page, signature page, valid VISA and address page, if any, be submitted. Also take copies of latest utility bill (mobile bill not accepted)/Bank statement not dated more than 3 months old. **You** need to self-certify all these copies as true copy.
- 2.1.4.** Please send to below mentioned address by recorded delivery the RID form, telecommunication mandate form duly signed and completed along with self-certified copies of KYC documents as above, quoting **your** reference ID as received by **you** in the e-mail sent by **us**:

**Baroda CF2I, Bank of Baroda (UK) Limited, London Main Office (LMO), 32,
City Road,
London (UK), EC1Y 2BD**

**+44 (020) 74571500
+44 (020) 74571524.**

- 2.1.5.** Once **we** receive all the above documents in order **we** would be activating **your** ID and information to that effect will be sent to **your** registered e-mailaddress.

3. Step 2 - Remit Funds Online

- 3.1.** When **you** want to remit funds to India **you** should first check **our** exchange rates as available on **our Website** <https://www.bankofbarodauk.com> and then the GBP funds from **your** own personal bank **account** with any UK Bank other than Bank of Baroda (UK) Limited may be transferred by one of the following payment methods:

- 3.1.1. Method 1**

Pay through BACS / internet banking

You may use internet banking facilities offered by **your** existing bank (other than Bank of Baroda (UK) Limited) with following details and send funds to **us** for remittance to India. Most of the banks do not charge for this facility, however please check with **your** bank:

- **Account name:** CF2I
- **Account number:** 92001149
- **Sort code:** 60 93 71

Please quote your remitter ID in the reference field.

(Funds should be received at **our** London Main Office in 2-3 Working Days' time)

3.1.2 Method 2

Pay through CHAPS

For quicker remittance, **you** may also send funds through CHAPS from **your** own personal bank **account** with any UK Bank other than Bank of Baroda (UK) Limited using the following details:

- **Account name:** CF2I
- **Account number:** 92001149
- **CHAPS sort code:** 60 93 71
- **Bank branch name:** Bank of Baroda (UK) Limited, London Main Office

Please quote your remitter ID in the reference field.

You may note that **your** bank may charge **you** for CHAPS payments.

4. Step 3 - Send Beneficiary Details by Logging on to Your CF2I Account

- 4.1 Once **you** have made the payment through any of the above methods, **you** just need to **immediately** log in to **your Click Funds2India** online log in **account** and complete the "Add Beneficiary Details".
- 4.2 It may be noted that Beneficiary can only be an individual and trade or charity related payments are not permissible. All fields marked with * are mandatory and the exchange rate applicable is updated on the log in page.
- 4.3 You may also note that exchange rate applicable will be the exchange rate as updated on CF2I log in page on the date and time of your completing the Beneficiary details online and **MUST** ensure to log in beneficiary detail immediately after transferring fund. If we find wide variance between logging beneficiary details date and time and actual receipt of funds by us. We may not proceed with the remittance and return back the fund after deducting our handling charge of £ 1.00.
- 4.4 Once you submit the beneficiary details your CF2I account will show the remittance details with Status as 'Funds Awaited'.
- 4.5 You may also note that if we do not receive the funds within -3- working days of your logging the Beneficiary details or the fund is not originated from your own personal account the Bank would be returning back the fund by BACS to the account from where the money has originally come after debiting our handling charge of £1.00. If there is any other problem the Baroda CF2I team will try to contact, you to clarify and till such time the funds remitted to us would be withheld at your risk and responsibility.

- 4.6 Upon receipt of funds and once the remittance has been effected by us you would get an acknowledgement e-mail from **us** and also **your CF2I account** will be updated with status 'Remittance effected'.
- 4.7 **You** may note that the **Beneficiaries account** in India gets credited within ONE working day (simultaneously both here in U.K. and in Mumbai, India) from the date of remittance being effected by **us**.

5. Important Notes

Timelines

- 5.1 For funds received through CHAPS, remittance will be effected on the next working day while funds received through BACS/Internet Banking remittance would be effected on t+3rd working day (t being the date of transaction originated by the customer from his/her bank through internet banking). The **Beneficiaries account** in India gets credited within ONE working day (simultaneously both here in U.K. and in Mumbai, India) from the date of Remittance being effected by **us**. Working day refers to day being working at both ends simultaneously i.e. In UK as well as Mumbai in India.
- 5.2 Based on the credit received (BACS/internet banking/CHAPS) and the **Beneficiary** details entered by **you, we** remit the funds to the **Beneficiary** in India.

6. Exchange Rates

- 6.1 Remittance would be made at the exchange rate prevalent on the date and time of log in of **Beneficiary** details in **your CF2I account** and transfer of fund by the remitter from his UK **account** to CF2I **account**. Bank's decision on the applicable exchange rate would be final and if the registered user does not agree to it then on his specific request GBP funds would be returned to the **account** from which the fund had come after debiting **our** handling fees of £1.00.
- 6.2 To view **our** daily exchange rate, visit **our Website** <https://www.bankofbarodauk.com/Exchange> & Interest Rate or call 020 74571500, 1524 or any of **our** Bank of Baroda (UK) Limited Branches in UK.

7. Charges

- 7.1 **FREE-** If **Beneficiary's account** is maintained in any branch of Bank of Baroda in India.
- 7.2 £10/- If **Beneficiary's account** is with any NEFT enabled branch of other banks in India. This charge will be deducted from the proceeds received.
- 7.3 £1/- For return of funds to the **account** from where the original fund has been remitted in case of delayed receipt of fund or if the fund has not been transferred from registered users own personal bank **account** or for any reason.

8. Cancellations

- 8.1 There may be instances when remittance particulars are not correct or there is mismatch in **account** particulars/ name of beneficiary, etc. or bank/branch particulars sent by the remitter are not correct and the remittance cannot be affected by **us** and these cases
- 8.2 Cancellation of remittances will be addressed as under -
- 8.2.1 **Funds received through BACS/CHAPS not followed by logging Beneficiary details:** Based on remitter's particulars, the Bank will try to ascertain the customer's

contact details like e-mail address/ phone number and follow up with customer for instructions. Bank will withhold the funds at customer's risk till receipt of revised Beneficiary details. Please note that personal information for you or any third parties shall be held by us in accordance with our Data Protection Policy (Private Policy), a copy of which may be obtained from any of our branches.

- 8.2.2 Beneficiary account number / name is not correct:** Bank will follow up with the customer for providing correct details.
- 8.2.3** In circumstances where the Bank has booked Indian Rupee, but the funds could not be credited to the ultimate **Beneficiary account** in India, Bank will repurchase Pound Sterling at exchange rate as on date of cancellation and funds will be remitted back to the customer as per instructions. Separate charge will not be levied for cancellation. However, commission charged will not be refunded.

9. Other Terms and Conditions

- 9.12.** One-time online registration is essential for use of '**Baroda Click Funds2India**' facility. **We** and other companies in the Bank of Baroda Group of Companies will use the information obtained from **you** for providing this online remittance facility requested by **you** for providing **our** services and products, to prevent and detect fraud, money laundering and other crime and to carry out regulatory checks and meet **our** obligations to any regulatory authority. This information shall be used in accordance with **our Data Protection Policy (Privacy Policy)**, a copy of which is available on request from **any** of our branches.
- 9.13.** Trade related payments are not allowed; only personal remittances are permitted.
- 9.14.** Customers need to inform **us** about change of address quoting the remitter ID at **Baroda CF2I, Bank of Baroda (UK) Limited, London Main Office (LMO), 32 City Road, London (UK), EC1Y 2BD.**
- 9.15.** Applicable charges will be deducted from the proceeds received by **us** i.e. the net amount will be converted at an applicable exchange rate and remitted.
- 9.16.** For purpose exchange rate slab, gross amount of remittance (i.e. amount sent through BACS/ CHAPS before deducting **our** charges) will be taken into **account**.
- 9.17.** In exceptional cases, remittances will be withheld if complete/correct details of remitter/beneficiary are not submitted e.g. Remittance particulars are not received by email/fax, there is a mismatch in **account** particulars/ name of beneficiary or bank/branch particulars are incorrect etc.
- 9.18.** Remittances may also be withheld if the Bank reasonably believes that there may be fraudulent activity or other financial crime affecting the transaction.
- 9.19.** Remittances may also be withheld if **we** reasonably believe that by carrying out instructions **we** might break a law, regulation, code, duty or Court Order.
- 9.20.** It may also be withheld if there is a dispute which **we** reasonably believe may be genuine about the ownership of or entitlement to the money.
- 9.21.** It may also be withheld if it is not clear or **we** are not satisfied that the instruction is genuine.
- 9.22.** **We** may conduct further due diligence checks at any time during **your** relationship with **us**.
- 9.23.** **We** will let **you** know wherever possible and lawful if **we** cannot execute **your** instruction.
- 9.24.** Only one registration is allowed per person under Baroda CF2I product.

10 Bank Accepts Customers for this Facility Under the Following Conditions and Undertaking that:

- 10.1. This facility will be used for bona fide transactions and does not in any way relate to money laundering activities and/or any other illicit activities including terrorism.
- 10.2. The customer does not have any objection in the data being processed at a back office centre in UK or in another country (including countries outside EEA such as India). **We** will make sure that the group company service provider or agent agrees to apply the same levels of protection as **we** are required to apply to **your information** and agrees to use **your information** in accordance with **our** instructions.
- 10.3. The customer agrees that the bank may validate name, address and other personal information supplied during the process against appropriate third-party database and in performing these checks, personal information provided may be disclosed to a registered credit reference agency which may keep a record of that information.
- 10.4. In the event of Bank acting upon instructions to remit as requested, the customer consents and undertakes that he/she will make no claim of any kind in any jurisdiction against the Bank or its successors/agents in respect of any delay/loss damage cost or expense he/she may suffer, incur or sustain directly or indirectly as a consequence of Bank's failure to carry out instructions/obligations if, the Bank reasonably believe that there may be fraudulent activity or other financial crime affecting the transaction or the Bank is required not to comply with the instruction by any law, regulation or court order or due (directly or indirectly) to circumstances beyond reasonable control preventing Bank from offering a normal service (such as failure of any machine, data processing system or transmission link or due to Industrial dispute, terrorist threat, etc.).
- 10.5. Registered user to undertake that all remittance requests sent comply with relevant laws and regulations both here in UK and in India. The registered user to indemnify and to keep indemnified the Bank and its agents against all actions, proceedings, liabilities, demands, claims, damages, costs and expenses which the Bank may suffer, incur or sustain directly or indirectly as a consequence thereof.
- 10.6. These **Terms and Conditions** are governed by the laws of England and Wales and **we** will communicate with **you** in English.
- 10.7. Bank of Baroda (UK) Limited is established in the UK with company number 10826803 at 32 City Road, London EC1Y 2BD. This is **our** UK head office. **We** are authorised by the **Prudential Regulation Authority (PRA)** and regulated by the **Financial Conduct Authority (FCA)**. **Our** authorization number is 768016 which can be checked on the Financial **Services** Register at <https://www.fca.org.uk/>. Bank of Baroda (UK) Limited is a member of the Financial **Services** Compensation Scheme (**FSCS**) and the Financial Ombudsman **Service (FOS)**.
- 10.8. **We** hope that **you** are satisfied with **our** services, but should **you** wish to make a complaint, please contact **us**. **We** have procedures designed to resolve **your** complaint effectively, which is available online on **our Website**.
- 10.9. **We** are member of Financial Ombudsman **Services (FOS)**. If **you** make a complaint and are not satisfied with **our** final response **we** give under **our** internal complaint procedure, **you** can ask for the complaint to be resolved by the Ombudsman. **You** can contact FOS by writing to the following address:

**Financial Ombudsman Service, South Quay Plaza,
183 Marsh Wall, London - E149SR,
Telephone numbers - 0800 023 4567/03001239123.**

Baroda Rapid Funds2India (RF2I)

Terms & Conditions

1. Before registering in **our** branch for **our** remittance service **you** will need to read **our** brochure '**Remit & Relax with our Money Transfer Services**' as this forms part of **our** contract with **you** and provides additional Information on the service, **we** are providing. If **you** hold a bank **account** with **us**, then **our General Terms and Conditions** also apply to this transaction.
2. Please check that the details **you** provide on this remittance form are accurate before submitting it to **us**. By submitting this form, **you** are agreeing that:
 - 2.1. The details **you** have provided are true and correct; and
 - 2.2. **You** are a personal banking customer and so not using **our** services for business purposes, or in **your** capacity as a Partnership, Company, Trust or Charity.
3. **We** will require evidence of identity and address as set out overleaf. In order to meet **our** obligations under relevant Anti Money Laundering legislation **we** may decline or delay **your** remittance payment if:
 - 3.1. **We** reasonably believe that there may be fraudulent activity or other financial crime in relation to the remittance or beneficiary;
 - 3.2. **We** reasonably believe that by carrying out the instruction, **we** might break a law, regulation, code, duty or Court Order;
 - 3.3. There is a dispute which **we** reasonably believe may be genuine about the ownership of or entitlement to the money;
 - 3.4. It is not clear, or **we** are not satisfied that the instruction is genuine; and/or
 - 3.5. In the case of customer with **account** with **us**, it would cause **you** to exceed or break any applicable limit or restriction which applies to **your Account**.
4. **We** may conduct further due diligence checks at any time during **your** relationship with **us**. **We** will let **you** know wherever possible and lawful if **we** cannot execute an instruction.
5. **We** will not be liable to **you** for any losses **you** suffer or costs **you** incur because **we** cannot act on an instruction as a result of any of the reasons set out in this section.
6. These terms and Conditions are governed by the laws of England and Wales and **we** will communicate with **you** in English.
7. Bank of Baroda (UK) Limited is established in the UK with company number 10826803 at 32 City Road, London EC1Y 2BD. This is **our** UK head office. **We** are authorised by the **Prudential Regulation Authority (PRA)** and regulated by the **Financial Conduct Authority (FCA)**. **Our** authorization number is 768016 which can be checked on the **Financial Services Register** at <https://www.fca.org.uk/>. Bank of Baroda (UK) Limited is a member of the **Financial Services Compensation Scheme (FSCS)** and the **Financial Ombudsman Service (FOS)**.
8. **We** hope that **you** are satisfied with **our** services, but should **you** wish to make a complaint, please contact **us**. **We** have procedures designed to resolve **your** complaint effectively. **We** can give **you** a leaflet describing these procedures if **you** ask for it at any time, from any of **our** branches (it is also available online).
9. **We** are a member of **Financial Ombudsman Services (FOS)**. If **you** make a complaint and are not satisfied with **our** final response **we** give under **our** internal complaint procedure, **you** can ask for the complaint to be resolved by the Ombudsman. **You** can contact **FOS** by writing to the following address:

**Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London
E14 9SR,
Telephone - 0800 023 4567 or 0300 123 9123**

10. Your Information

- 10.1 In these Terms and Conditions **your information** means information which **we** obtain from **you** for the purpose of providing **you** with this remittance facility. We will use your information as per the details provided in our **General Terms and Conditions** and **you** agree for us to use **your information** for the purpose of providing you the remittance facility.
- 10.2 **We** and other companies in the Bank of Baroda Group of Companies will use **your information** for the purpose of providing **you** with the remittance facility requested by **you**, providing **our** services and products, to prevent and detect fraud, money laundering and other crime and to carry out regulatory checks and meet **our** obligations to any relevant regulatory authority.
- 10.3 **We** and other members of the Bank of Baroda Group of Companies may use **your information** to inform **you** by letter, telephone, fax, text messages, digital television, email and other electronic methods about products and services (including those of others) which may be of interest to **you**. By submitting this form, **you** consent to receiving such messages unless **you** have indicated an objection.
- 10.4 **We** may share **your information** with other companies within the Bank of Baroda Group of Companies, **our** partners and companies and organisations that provide services to **us** or act as **our** agent and credit reference agencies and fraud prevention agencies, as well as where **we** have a duty to do so or if law or regulation allows **us** to do so.
- 10.5 **We** may transfer **your information** to another company in the Bank of Baroda Group of Companies or to a service provider or agent in another country (including countries outside the EEA such as India) for the purposes stated above. **We** will make sure that the group company service provider or agent agrees to apply the same levels of protection as **we** are required to apply to **your information** and agrees to use **your information** in accordance with **our** instructions.
- 10.6 **You** can ask for a copy of **your information** by emailing **us** at info.uk@bankofbaroda.com. **We** may charge an administration fee to meet **our** costs in providing **you** with details of **your information** and details of this charge are provided in **our Website**.

Fixed Deposit Accounts

Terms and Conditions

The **Fixed Term Accounts** are fixed rate, **fixed term deposit accounts** that are available to existing **account** holders who can lock away their surplus funds for certain fixed period.

If **you** apply for a **Fixed Term Account/s**, **our** agreement with **you** for **your Account** would be made up of conditions detailed herein, **your letter of instruction** and the application pages from **our** web site and include any charges to them made in accordance with these conditions.

Further, these conditions are in addition to **our General Terms and Conditions**. Where there are inconsistencies between the **General Terms and Conditions** and **Account Specific Terms and Conditions** stated herein, then the **Account Specific Terms and Conditions** will prevail to the extent of the inconsistency (ies), as these contain customised particulars relating to **Fixed Term Account**.

Together these and the **General Terms and Conditions** explain how **your Account** works. **You** should also check **our** website (www.bankofbarodauk.com) for **our Schedule of Charges** which may apply to **your** dealings with **us** as these also form part of **our** contract with **you**.

Please read these terms and conditions carefully before you decide to open a Fixed Term Account. Should you require easy access to your investment, this account may not be suitable for you.

If **you** do not understand any of these terms and conditions, please contact any of **our** staff at **your Account** maintaining branch (during business hours **Monday to Friday except on bank holidays**).

Key Product Information

Account Name	Baroda-Fixed Term Deposit
Interest Rate	As applicable on the day of the deposit and will be fixed for full term of your investment.
Withdrawal	<p>Only at the end of the term selected</p> <ol style="list-style-type: none"> You will not be able to withdraw or close your Account during the term other than in exceptional circumstances - such as critical illness, terminal illness, the death of an account holder or by court order. In these circumstances, the deposit and the interest due thereupon, up to date of early closure will be paid. We at our sole discretion, may agree to allow early closure of account where we do, payment of interest will be on the terms as detailed in Withdrawals and Early Closures section of this product specific terms and conditions.
Access	Written instructions

WORDS WITH SPECIAL MEANINGS

Fixed Term Account means **Fixed Term Deposit/Baroda Monthly/Baroda Annual**.

Base account is any current or savings Bank **account you** may already have with **us** from where the funds for investment into **Fixed Term Account** to would be transferred by **you**. This **account** must be in **your** name(s). This will also be an **account** where **we** will transfer **account balance** (including interest), when **we** pay money out of **your Account**.

Term Deposit Confirmation is any confirmation, welcome letter, other document or email that **we** give **you** or to show that **you** are the holder of **Fixed Term Account**. The confirmation would confirm **your** investment amount, term, rate of interest, and maturity date and maturity value of **your** investment

Withdrawal is made when **we** have taken all the necessary steps to carry out **your** instructions to pay money out of **your Account** to **your Base account**.

Term means the period of time **you** have agreed to place **your** money on deposit.

Gross rate

'Gross' is the rate payable before the deduction of income tax. Interest is payable gross to non-tax payers subject to their providing the required certification.

AER - Annual Equivalent Rate

'AER' shows what the interest rate would be if interest was paid and compounded once each year.

Eligibility

Individuals, Charities, Associations, clubs and Public and Private limited Companies.

You must have **Base Account with us** as this **account** can only be opened with funds remitted from **Base Account**. **We** will also use this **account** for receiving maturity proceeds upon closure of **your Fixed Term Account**.

Opening Fixed Term Account

When **you** submit **letter of instruction** for opening **Fixed Term Account**, **we** will carry out **your** instruction and provide **you** **Term Deposit Confirmation**. This would confirm **your Account** number, the amount **you** have paid in, the term **you** have chosen, the interest rate that will apply to the **account**, **maturity value** of **your** investment, the term and the maturity date of **your** investment

Currency

Sterling (GBP), US Dollar (USD) and Euro (EUR)

Minimum Amount

For £500, US \$ 500 or Euro 500

Maximum Amount

For £1,000,000, US \$ 1,000,000 or Euro 500,000

Term

Your investment can be for a **term** of minimum 1 month to a maximum 60 months.

Rate of Interest

Interest rates are displayed on **our** website and are subject to change from time to time. Rates quoted are **gross** before any deduction of tax as well as corresponding **Annual Equivalent Rate (AER)**. Interest is payable on clear credit balances only. **We** will quote applicable interest rate for term **you** have selected at the time of application Interest will be paid on maturity.

On Maturity

If **you** have not agreed to reinvest the funds for similar period (auto roll over) at the rate prevailing on the date of reinvestment for that period, on maturity the original investment plus interest will be returned to **your base account**.

Where you have agreed to reinvest the funds for similar period and terms (auto roll over) and on the date of maturity, if we are no longer offering **Fixed Term Account** or no longer offer the term originally chosen, we will reinvest in the account with the term closest in length to your original account and at the interest rate prevailing at the time of reinvestment.

Withdrawals and Early Closures

You agree that **your** investment will be fixed for the term **you** have selected.

You cannot make withdrawals from or close **your Account** during the term other than in exceptional circumstances - such as critical illness, terminal illness, the death of an **account** holder or by court order. In these circumstances, the deposit and the interest due thereupon, up to date of early closure will be paid.

We may, at **our** sole discretion, agree to allow early closure of **account** where **we** do, payment of interest will be on the following terms:

- If the date of application for opening (or) renewal of fixed term deposit is on or before 19th January 2022 and the fixed term deposit has only remained with **us** for a period less than one year, then **we** will pay interest at the rate prevailing on the date of application for opening **Term Deposit**, for the term the deposit has remained with **us** less 0.50% penalty.
- If the date of application for opening (or)renewal of fixed term deposit is on or before 19th January 2022 and has remained with **us** for a minimum of one year, **we** will pay interest at the rate prevailing on the date of application for opening **Term Deposit**, for the term the deposit has remained with **us** without any penalty.
- If the date of application for opening (or) renewal of fixed term deposit is on or after 20th January 2022, then we will pay interest at the rate prevailing on the date of application for opening Term Deposit, for the term the deposit has remained with us less 0.50% penalty.

Upon closure of the **account**, repayment will only be made by transferring the closure proceeds back to **your Base Account**. **We** will not agree to make repayment of closure proceeds by way of any other means other than as mentioned in 4 above.

Example 1

Mr. X had placed on the 2nd of June 2014, £1,000 for a term of 48 months @2.65% p.a.; however, subsequently decides to withdraw the funds after 11 months only. Since he is withdrawing the funds within 12 months, in such an event, if, **we** agree to allow him to withdraw the deposit, since the amount has remained with **us** for only 11 months and for this period, on the date of initial deposit (2nd June 2014), rates offered by **us** for a period 6 months to less than 12 months, was 1.5% per annum, he will be paid interest on his deposit interest at the rate of 1.0% p.a. (1.5% less 0.5% penalty) only as against 2.65 % p.a. originally agreed.

Example 2

Mrs. S had placed £1,000 on 2nd of June 2014, to be fixed for 60 months @2.9% p.a. However, she decides to withdraw the funds after 37 months only.

In such an event, if **we** agree to allow her to withdraw the deposit, since the amount has remained with **us** for only 37 months and for this period, on the date of initial deposit (2nd June 2014), rates offered by **us** for period 36 to less than 48 months, was 2.5% per annum, she will be paid interest on her deposit interest at the rate of 2.5% p.a. as against 2.9% p.a. originally agreed.

Example 3

Mrs. T had placed £1,000 on 20th January 2022, to be fixed for 60 months @2.9%p.a. However, she decides to withdraw the funds after 13 months only. In such an event, if **we** agree to allow her to withdraw the deposit, since the amount has remained with **us** for only 13 months and for this period, on the date of initial deposit (20th January 2022), rates offered by **us** for period above 12 months to less than 24 months, was 0.4% per annum, she will be paid interest on her deposit interest at the rate of 0.0% p.a. (0.4% less 0.50% penalty) only as against 2.9% p.a. originally agreed. As the applicable rate is less than the penalty rate, only the original amount of fixed term deposit will be paid to Mrs. T without any interest.

Example 4

Example 4: Mrs. U had placed £1,000 on 20th Jan 2022, to be fixed for 60 months @2.9%p.a. However, she decides to withdraw the funds after 25 months only. In such an event, if **we** agree to allow her to withdraw the deposit, since the amount has remained with **us** for only 25 months and for this period, on the date of initial deposit (20th January 2022), if rates offered by **us** for period 24 months to less than 36 months, was 1.1% per annum, she will be paid interest on her deposit at the rate of (1.1% - 0.50%) 0.6% p.a. as against 2.9% p.a. originally agreed.

Communication

We will communicate with **you** generally by sending mail to address provided by **you**.

Helpline:

If **you** need guidance in regard to the above, please contact **our** nearest branch during business hours. Contact details of all **our** UK branches are available on **our** Website <https://www.bankofbarodauk.com/locate-us.htm>

Financial Services Compensation Scheme

Important information about compensation arrangements

We are covered by the **Financial Services Compensation Scheme (FSCS)**. The **FSCS** can pay compensation to depositors if a bank is unable to meet its financial obligations. Most depositors – including most individuals and small businesses – are covered by the scheme. In respect of deposits, an eligible depositor is entitled to claim up to £ 85,000. For joint **accounts** each **account** holder is treated as having a claim in respect of their share so, for a joint **account** held by two eligible depositors, the maximum amount that could be claimed would be £ 85,000 each making a total of £ 170,000. The £ 85,000 limit relates to the combined amount in all the eligible depositor's **accounts** with the bank including their share of any joint **account**, and not to each separate **account**.

For further information about the scheme (including the amounts covered and eligibility to claim) refer to the **FSCS** website www.FSCS.org.uk or call 020 7892 7300 or 0800 678 1100.

Baroda MAX (Stands withdrawn w.e.f 20.01.2022)

Terms and Conditions

Key Product Information

The following **Account Specific Terms and Conditions** apply to the Baroda MAX **Account**. These are in addition to the **General Terms and Conditions**.

The Baroda MAX **Account** is an online, fixed rate, fixed term, deposit **account** for United Kingdom residents who already hold another **account** with a United Kingdom bank or building society and who can invest surplus funds for a fixed period.

If **you** apply online for a Baroda MAX **Account**, **our** agreement with **you** for **your Account** would be made up of conditions detailed herein, **your** online Application Form and the **application pages** from **our web site** and include any charges to them made in accordance with these **conditions**.

Further, these conditions are in addition to **our General Terms and Conditions**. Where there are inconsistencies between the **General Terms and Conditions** and **Account Specific Terms and Conditions** stated herein, then the **Account Specific Terms and Conditions** will prevail to the extent of the inconsistency (ies), as these contain customised particulars relating to **Baroda MAX Account**.

Please read carefully before **you** decide to open a Baroda MAX **Account**. Should **you** require easy access to **your** investment, this **account** may not be suitable for **you**.

By accepting these **Account Specific Terms and Conditions**, **you** confirm that **we** have authority from all those named on the MAX **Account** to carry out the necessary searches. If **you** are applying to open a joint **account**, by accepting these **Account Specific Terms and Conditions**, **you** are confirming that **you** have the necessary permission from the other joint applicants to add their name(s) to the **account**. When **we** receive **your Application Form**, **we** will send to **you** an auto generated email confirming the **Term** **you** have chosen, the interest rate that will apply and the unique reference number which **you** will need to quote in all communications with **us** and when sending **your Investment Amount** to **us**. If **you** do not deposit the **Investment Amount** within 30 days of the MAX **Account** being opened, **we** will close the **account** and **you** will need to submit another **Application Form**. When **we** open **your MAX Account** **we** will send **you** by email **your** user-id and password that will enable **you** to check **your** balance and summary of **your** investment with **us** whenever **you** wish.

When **we** have received **your Investment Amount**, **we** will send **you** a **Certificate** by email confirming **your Account** number, the **Investment Amount** **you** have paid, the **Term** **you** have chosen, the **interest rate** that will apply to the **account** and the maturity value of **your** investment.

Words with Special Meanings

These **Account Specific Terms and Conditions** contain words in bold with special meanings. These special meanings are either set out in the **General Terms and Conditions** or are described below:

Certificate means the certificate **we** give or send to **you** which states that **you** are the holder of the MAX **Account** and confirming **your Investment Amount**, **Term**, rate of interest, and maturity date and value;

Electronic Transfer means an electronic transfer made by CHAPS or BACS;

Investment Amount means the sum invested by **you** in the **account**;

Maturity Funds means the sum payable to **you** on the maturity of the **account**;

Nominated Account means a bank **account** in **your** name(s) held with any other United Kingdom authorized bank or building society than **us**. The **Nominated Account** will be the **account** from which **you** will pay the deposit on the **MAX Account** and to which **we** will forward the **Maturity Funds** (including interest), on maturity of the **MAX Account**;

Term means the period of time for which **you** have agreed to place the **investment amount** on deposit in **your MAX Account**;

Withdrawal means when **we** carry out **your** instructions to pay monies from **your MAX Account** to **your nominated account**;

Eligibility

You must be aged 18 or over and resident in the United Kingdom. **You** can only use **your MAX Account** as a personal **account**; that is, not for business purposes.

You must have a **Nominated Account**.

If **you** move abroad and **we** allow **you** to keep **your MAX Account**, **you** must retain **your Nominated Account**.

You can add up to three additional **account** holders to **your MAX Account** provided **you** have those individuals' consent.

Opening a MAX Account

When **you** submit an **Application Form**, **we** will carry out the necessary searches to confirm **your** identity and as a fraud prevention measure. Opening of the **account** will be subject to satisfactory search results. **we** may ask **you** to provide further identification documents that **we** may consider appropriate for verifying **your** identity.

Currency in which the account can be maintained

Pound sterling deposits only.

Minimum/Maximum balance to be maintained

From £500.00 to £200,000.00

Investment

Your Investment Amount must be made either by **Electronic Transfer** or by way of cheque drawn on **your Nominated Account**.

Term

When applying for a **MAX Account**, **you** are able to select a **Term**. **You** agree that **your Investment Amount** will be fixed for the **Term** **you** have selected.

Rate of Interest

In the Certificate, **we** will quote the applicable interest rate for the **Term** **you** have selected as at the time the **Application Form** is submitted to **us**. Provided that **we** receive **your Investment Amount** within 10 **Working Days** following the application being made, **we** agree to pay **you** the rate of interest quoted in the **Certificate**. If **we** receive **your Investment Amount** after 10 **Working Days**, **we** will pay **you** the interest at the rate prevailing on the date **we** receive **your**

Investment Amount. Interest will be calculated daily, compounded annually and paid on maturity. In case of renewal of the existing bond **we** would apply the interest rate prevailing at the time of giving instruction for renewal.

Maturity

If **you** have not agreed to any of the options listed below, on maturity, the **Investment Amount** plus interest will be returned to **your Nominated Account**.

You can instruct **us** at the time of making the application:

- To give instructions **fifteen days** before maturity and if **we** do not receive any instruction **we** would reinvest the maturity amount for the same period at the prevailing rate of interest; or
- To reinvest the Maturity Funds for the same Term, at the interest rate prevailing on the date of reinvestment; or
- To reinvest the Maturity Funds for a different Term, at the rate prevailing on the date of reinvestment; or
- To reinvest the Maturity Funds, but that you will provide further instructions as to the Term at a later point. If you select this option but you do not give us instructions before the end of the Term, we will reinvest the Maturity Funds (including interest) in a new MAX account with the same Term as originally chosen. However, if we no longer offer MAX accounts or no longer offer the Term originally chosen, we will reinvest in the account with the Term closest in length to your original account and at the interest rate prevailing at the time of reinvestment.

To reinvest the partial amount

Withdrawals and early closures:

You cannot make **withdrawals** from or close **your MAX Account** during the **Term** other than in exceptional circumstances – such as critical illness, terminal illness, the death of a person named on the **account** or by court order. In these circumstances, the **Investment Amount** and the interest due up to the date of early closure will be paid. Where, **we**, at **our** sole discretion, agree to allow early closure of **your MAX account**, payment of interest will be on the following terms:

- Provided the Investment Amount has remained with us for more than one year, we will pay interest at the rate applicable for the period the amount has remained with us (i.e. – If the account opened for five-year term got prematurely closed say after two and half years, then the interest rate earmarked for two years would be payable and not the interest rate applicable for five-year period).
- We will not pay any interest if the Investment Amount has not remained with us for at least one year.
- The amount to be paid to you on closure of the account will only be sent to your Nominated Account by Electronic Transfer or by banker's cheque if your nominated account and /or sort Code has changed.

Disputes:

If any of the joint **account** holders tells **us** of a dispute between any of **you**, or instruct **us** that **we** may only accept instructions from all of **you** acting together, **we** may treat this as a cancellation of authority to operate the **account** and any further payments or withdrawals will need the authority of all joint **account** holders

Communication

We will communicate with **you** by email **using** the email address provided on the **Application Form**. If **you** have a joint **account**, **we** will communicate with primary **account** holder unless asked otherwise.

We will contact **you** by email before the maturity of the MAX **Account** so that **you** may give **us** further instructions in relation to **your Account**.

We would send **you** an e mail with a URL link for **your** net banking **four weeks** before maturity of **your** bond seeking **your** instructions as to renew, partially renew or redeem **your** bond.

The email will be sent from barodamax@btconnect.com. The email is authenticated by Bank of Baroda (UK) Limited.

Helpline

If **you** do not understand any of these **Account Specific Terms and Conditions** or need any guidance, please contact **our** Helpdesk on 0207 457 1500 (between 9am to 5pm on **Working Days**). **We** have a team based in the United Kingdom to answer all **your** queries. **You** may also send **us** email on onlinesaver@bankofbaroda.com

In case the date of maturity of the bond falls on a holiday the maturity proceeds would be remitted back on the next **Working Say**.

Financial Services Compensation Scheme

We are covered by the **Financial Services Compensation Scheme (FSCS)**. The **FSCS** can pay compensation to depositors if a bank is unable to meet its financial obligations. Most depositors – including most individuals and small businesses – are covered by the scheme. In respect of deposits, an eligible depositor is entitled to claim up to £85,000. For joint **accounts** each **account** holder is treated as having a claim in respect of their share so, for a joint **account** held by two eligible depositors, the maximum amount that could be claimed would be £85,000 each (making a total of £170,000). The £85,000 limit relates to the **combined** amount in the entire eligible depositor's **accounts** with the bank, including their share of any joint **account**, and not to each separate **account**.

For further information about the scheme (including the amounts covered and eligibility to claim) please ask at **your** local branch, refer to the FSCS website www.FSCS.org.uk or call 020 7892 7300 or 0800 678 1 100. The Baroda MAX Fixed Rate **account** is an online, fixed rate, fixed term deposit **account** for UK residents who already have another **account** with a UK Bank or Building Society and who can lock away their surplus funds for certain fixed period.

Our Present Branch Network (As on 20th January 2022)

Sr. No.	Branch Name	Address
1	London Main	32 City Road, London EC1Y 2BD +44(0)20 7457 1515 agmlmo@bankofbaroda.com
2	Aldgate	128 Commercial Road, Aldgate East, London E1 1NL +44(0)20 7480 7577 Kilbur@bankofbaroda.com
3	Southall	86 The Broadway, Southall, Middlesex UB1 1QD +44(0)20 8574 1324 Southa@bankofbaroda.com
4	Wembley Branch	2 Ealing Road, Wembley, Middlesex HAO 4TL +44(0)20 89027407 Brent@bankofbaroda.com
5	Kenton	213 Kenton Road, Harrow, Middlesex - HA3 OHD +44(0)20 8909 1739 Kenton@bankofbaroda.com
6	Tooting	39 Upper Tooting Road Tooting London SW17 7TR +44 (0) 20 8767 6469 Streat@bankofbaroda.com
7	Birmingham	173/175, Soho Road Handsworth Birmingham B21 9SU +44 (0) 121 523 5973 Handsw@bankofbaroda.com
8	Manchester	50 Swan Street Manchester M4 5JU +44 (0) 161 832 5588 Manche@bankofbaroda.com
9	Leicester	59A Belgrave Road Leicester LE4 6AS +44 (0) 116 266 3970 Leices@bankofbaroda.com
10	Ilford	171 Ilford Lane, Ilford, Essex, IG1 2RT Tel. : +44 (0) 20 8514 8609 Fax : +44 (0) 20 85531333 Ilfoln@bankofbaroda.com

Want to get in Touch?

Visit your Local Branch

Visit www.bankofbarodauk.com

Call us on 020-74571515



Bank of Baroda (UK) Limited
