



**बैंक ऑफ़ बड़ौदा *Bank of Baroda***

**Bank of Baroda**

**UK Operations**

# **General Terms and Conditions**



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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.

### **A guide to how these Terms and Conditions are structured**

These **Terms and Conditions** are divided into two Parts. The first Part sets out our “**General Terms and Conditions**” which apply to any **Account you** hold with **us** or services provided. The second Part 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 1: 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:

- **Account(s)** means **your** Bank of Baroda accounts and services taken with **us** from time to time;
- **Application Form** means the application form that **you** need to fill in to apply to **us** for an **Account**;
- **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;
- **Banking Hours** means the hours **your** branch is open for business;
- **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;
- **BIC or Swift code** is an alphanumeric code of 8 or 11 characters used for making international payments through the swift system;



- **Cut-off Time** means the UK time within which a transaction or a request should be made by **you** in order to be processed on the same **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 for making a Sterling payment is 3.00pm and for Euro it is 12.00 pm. Instructions for payment in US Dollar can be given up to 4.00 pm. 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;
- **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;
- **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);
- **General Terms and Conditions** means the general terms and conditions applying to **your Account** and dealings with **us** and as set out in Part 1 of these **Terms and Conditions**;
- **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;
- **Our Base Rate** means the Base Rate set by **us** be 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;
- **Schedule of Charges** means the Schedule of Charges as amended from time to time in accordance with the **General Terms and Conditions**;
- **Sort Code** is a 6 digit identifier code used for making bank to bank payments within the UK;
- **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**;
- **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 or by contacting **our** Treasury Department on telephone number 0207 457 1540 or by visiting **our Website**;



- **Terms and Conditions** means this document, consisting of Parts 1 & 2 and **our Application Form**;
- **Transaction Time** means the time taken for processing **your** payment request;
- **Website** means **our** internet presence at [www.bankofbarodauk.com](http://www.bankofbarodauk.com);
- **Working Days** means Monday to Friday except English public holidays;
- "**we**", "**us**" and "**our**" means Bank of Baroda in the United Kingdom, further details about **us** are set out in **condition 25** below;
- "**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.
- 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 3 below.

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

**Accounts** can be opened by individuals, partnership firms, companies, charitable organisations, trusts or any other organisation formed within the legal framework.

**2.1 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.

**2.2 We** require the following documents in order to open an **Account**:

- (a) Current valid passport; or  
armed forces identity card; or  
full UK photo driving licence; and
- (b) Address validation will need to be provided through a current utility bill



(gas/electricity/water/telephone) or current bank statements, these documents must not be more than three months old. 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.

**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.

**2.1 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.

**2.2 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**.

### **3. Joint Accounts**

**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 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** 20 or by operation of law.

- 3.4 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.
- 3.5 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).
- 3.6 **We** will send the **Account** statements to the first named **Account** holder. If any other joint **Account** holder requires a statement please contact **us** and **we** will provide a statement free of charge. Please also refer to condition 4.4 below for more details about statements.

#### **4. Cooling off**

- 4.1 **You** have 14 days within which to cancel **your Account**. This cancellation period begins on the later of the following two dates:
1. The date **your Account** is opened; and
  2. The first date on which **you** have received the copies of:
    - These **Terms and Conditions**; and
    - **Schedule of Charges**; and
    - 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 kept.
- 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 contact details condition 28 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;

- **we** reasonably believe that **you** did not give instructions; or
- **your** instructions are unclear, incomplete or not in required form; or
- **we** reasonably suspect fraudulent activity; or
- acting reasonably it appears to **us** contrary to any applicable law, regulation, code or other duties which apply to **us**; or
- 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 contact **you** 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 the wrong address using these out of date details. **We** may charge **you our** reasonable costs of finding **you** or trying to find **you**, if **your** contact details are not up to date.

#### **4.4.5 Security**

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

- Keep **your** PIN and **your** other security details secret; and
- tell **us** immediately if **you** think someone else may know any of





**your** security details; and

- act with reasonable care, including taking reasonable steps to prevent unauthorised use of **your** security details; and
- take the steps described in condition 13.7 if **you** have debit card.

**4.4.5.2 You** will be responsible for all losses caused by;

- any fraudulent activity on **your** part; and
- any person acting with **your** authority
- General condition 13 sets out your responsibility for losses caused by misuse of a debitcard.

#### **4.4.6 Statements**

**Where there are operations during the statement period,**we will generate and post the statements of Current **Accounts** and Savings Bank **Accounts** on a monthly basis and in case of Deposit at Notice **Accounts**,these will be generated and posted on half yearly 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 16 of these General Termsand Conditions.**

**4.4.6.1 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 ofCharges.**



**4.4.6.2** 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**.

**4.4.6.3** **You** are responsible for checking the statements or other **Account** information **we** provide. If **you** inform **us** about any error on **your Account** or if **we** notice any errors, **we** will correct them as soon as reasonably possible.

**4.4.7** *Opening and processing times of payments*

**4.4.7.1** If the payment instruction is not received by the **Cut-off Time** **we** will treat it as being received the next **Working Day**.

**4.4.7.2** **You** can ask **us** for further information about the relevant **Cut-off Times**.

**4.4.7.3** **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 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)

1. 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**:
  - **we** will credit the cheque on the same day that **we** receive it;
  - 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;
  - from the sixth **Working Day** after **we** have received the funds, the funds are available for **you** to use; and
  - 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).

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.

2. 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.
3. 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 5.2.1.1 bullet point 4 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**:

- **we** will credit the cheque on the same day that **we** receive it;
- 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;
- from the fourth **Working Day** after **we** have received the funds, the funds are available for **you** to use; and
- 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).

#### 5.2.2.1 Foreign cheques

1. If **you** want **us** to obtain payment for **you** of a foreign cheque, **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.
2. 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:
3. 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.
4. 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.

5. 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.
6. 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.
7. 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.
8. **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**.
9. Occasionally it is not possible to obtain payment of foreign cheques because of local foreign exchange or other restrictions.
10. 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.

### **5.23 Payments into your Account (other than cash and cheque payments)**



5.2.3.1 These include payments that are not made by cash or cheque, such as standing orders and direct transfers from another **Account**.

5.2.3.2 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.

#### **5.2.4 International payments into your Account**

5.2.4.1 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 two **Working Days** after **we** receive it.

5.2.4.2 **We** will use **our Standard Exchange Rate** for buying the relevant currency that applies on the day **we** receive the payment.

5.2.4.3 **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.

5.2.4.4 If a payment is fraudulently or mistakenly paid into **your Account**, the amount of such payment may be subsequently removed 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 make **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;

- There is available money in **your Account**, either in cleared funds or an agreed overdraft limit.



- **You** have signed a cheque or other document containing payment instructions.
  - **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**.
- 6.1** 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 has been placed for cash withdrawal where it is a personal **Account** and £10,000 for a business **Account** unless larger withdrawal in cash is justified by necessity. No more than £2000 is allowed to be withdrawn from branches that are open on non working day.
- 6.2** **We** may consider any due payments made, agreed or authorised from **your Account** regardless of whether or not they have yet been deducted.
- 6.3** 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.
- 6.4** **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.
- 6.5** 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**.



**6.6** 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**.

**6.7** **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:

- 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.

**6.8** **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 competent authority tells **us** to;
- 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.

**6.9** 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**.

**6.10** 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.

**6.11** **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.

**6.12** **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.

**6.13** **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:

- 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.
- 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.



**6.14 International payments out of your Account**

- 6.14.1** 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.
- 6.14.2** 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 customer's **Account** on the day it receives the payment from **us**.
- 6.14.3** 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.
- 6.14.4** **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.
- 6.14.5** When **you** ask **us** to make international payments, these may be subject to charges. Please refer to **our Schedule of Charges** for further details.
- 6.14.6** 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**.
- 6.14.7** There may be delay in carrying out the payment instructions, while monitoring and/or fraud prevention checks takes place, as required by law.



#### **6.15 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** 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. A charge of 1% is usually made by international payment organisation; an 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 4481555.

**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 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 eight 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 eight 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 £50 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 £50 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):

- after **you** have notified **us** in accordance with General Condition 13.7.2; or
- where **we** have not, at any time, provided **you** with the appropriate means to notify **us** in accordance with General Condition 13.7.2; or
- 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 the payment to be fraudulent as part of **our** monitoring for fraud prevention 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:

- the amount has not already been deducted from **your Account**
- **we** have not told the payee or their bank that it will be paid
- 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 days to a year basis whereas for US Dollar and Euro deposits it is on a 360 days to a year basis.

**11.4** Interest is calculated on daily cleared balance basis and applied twice in a year on **our** Savings and Notice Deposit **Accounts** on the first **Working Day** of June and December each year.





We will deduct tax at source if applicable under prevailing legislations, unless you have registered to receive gross interest in which case you will not have income tax deducted from interest payment. If you have registered to receive gross interest part way through the tax year, then your interest payment calculation will have been adjusted accordingly.

***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 regarding 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 [www.hmrc.gov.uk](http://www.hmrc.gov.uk).

\*For tax purposes, the Channel Islands and the Isle of Man are not in the UK.

***If you're a taxpayer***

We will deduct tax at 20% from any interest we pay on your interest bearing accounts with us with the exception of tax exempt savings accounts, such as ISAs or Child Trust Funds.

***If you're a non-taxpayer***

If your income is below your personal allowance limit and you have money in a bank or building society account which earns interest, you may be paying tax when you don't have to, and are likely to be eligible to receive your interest gross without any deduction of tax. If this is the case, an R85 form (<http://www.hmrc.gov.uk/forms/r85.pdf>) should be completed, signed and returned to your local branch. The R85 form is only applicable for U.K. residents who are eligible to receive interest paid on a gross basis.

Please note: A separate R85 form is required in respect of each account you hold and in the case of joint accounts, a separate R85 form is also required for each account holder. We will not be able to pay interest without deduction of tax unless all the parties to a joint account signs R85.

If you're a non-tax payer and live outside the UK we will pay gross interest on your account provided you have completed and signed form R105

***Children's accounts***

An R85 form must be completed if the account is held in a child's name and he/she is a non-tax payer. If the child is under 16, the form must be completed and signed by the parent or guardian. When the child reaches the age of 16, a new R85 form must



be completed, signed by the child (account holder) and returned to your local branch. The month following the child's 16th birthday we will automatically cancel any previous R85 registration.

There are special rules if a parent has given savings to their child. Where gifts from a parent will earn more than £100 gross income a year, the whole of the income from the gifts is taxed as the parent's income. A child cannot claim back any tax on that income. Nor can interest be paid without tax taken off.

The £100 rule applies to young people until they reach 18 or marry (whichever comes first).

The £100 rule applies separately to each parent. It does not apply to gifts given by grandparents, other relatives or friends.

***If your tax status has changed***

You may already have registered an R85 form but have found your tax status has changed and you now pay tax. In this case, you must cancel your registration and tax will be calculated from the date interest was last paid to you.

To find out which rate applies to you (or to an account you look after for someone else), please visit the [HMRC website](#)

***If you're a basic rate taxpayer (20%)***

If you're a basic rate taxpayer you don't need to take any action. Banks are required to deduct tax at a rate of 20% from interest paid or credited to investors.

***If you're a higher rate taxpayer (40%)***

If you're a higher rate taxpayer you must let HMRC know how much interest you have received so that they can collect the extra tax due directly from you.

***If you're eligible for 10% tax on savings***

If your non savings income is less than your personal allowance you may qualify for the 10% savings tax rate, we will still pay your interest net of tax (with income tax taken off - currently 20%). If you think that this may apply to you, you should complete HMRC form R40, available on HMRC website or your tax office.

***How to claim back tax***

If you think you've paid too much tax on your interest you can claim it back directly from HMRC. To do this you'll need to fill in a [R40 Tax Repayment Form](#) you'll have to do this for each year you think you paid too much tax. In most cases you should be able to get back the tax you've overpaid providing you make your claim on time.



If you have a tax office you should contact them and tell them you believe you can claim back some tax. They will tell you what you need to do.

If you don't have a tax office, you should complete form [R40 Tax Repayment](#)

For further details please visit the HMRC website for a copy of the R40 help sheet

<http://search2.hmrc.gov.uk/kb5/hmrc/forms/view.page?formid=818&record=pf-A5D0R72E>

<http://www.hmrc.gov.uk/incometax/tax-free-interest.htm>

#### **Certificate of Tax Deduction:**

A Section 975 tax certificate is a written statement showing the interest earned and tax paid on an account.

In most cases the HM Revenue & Customs no longer require individuals to submit a written tax certificate. The information required can be obtained from the statement of account which you receive from us or if you have subscribed to our Internet Banking Services, you can view this by logging into your account.

If you require physical, you can call or visit a branch to request a Section 975 Certificate.

- 11.5** Debit interest is calculated daily on true debit balance on the **Account** and applied monthly on the 25<sup>th</sup> of every month. If the 25<sup>th</sup> is non **Working Day**, then it will be applied on the following **Working Day**.
- 11.6** We may vary the rate of interest from time to time but will notify **you** in accordance with condition 15.
- 11.7** 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**.



**11.8** 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 15.

**11.9** 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 20.3.2.2.

**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 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 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 Electron or debit card/Credit 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:

- withdraw cash from a cashdispenser
- 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 yoursignature.

**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 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 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** credit 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:



- by thatcardholder
- by the cardholder solely as **your** agent.
- subject to the terms of these **Terms and Conditions**
- subject to condition 12 (overdraft services)
  - to obtain the facilities and benefits from time to time made available by **us** in respect of the use of the card
  - 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.

**13.3.1 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**;

**13.4.1** the amount of any payments authorised by **us** for a prospective card transaction (whether or not such payments are made);

**13.4.2** 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);

**13.4.3** 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;

**13.4.4** The exchange rate **we** use is the rate set by the international payment organisation. A 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;

**13.4.5** 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;

**13.4.6** **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;

**13.4.7** 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.

Termination of card use/Withdrawal against card

**13.4.8** **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.

**13.4.9** 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.

**13.4.10** 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**.

**13.4.11** 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.

**13.4.12** Where **we** exercise **our** right under this condition 13 **your** obligations under these **Terms and Conditions** shall continue in force.

**13.4.13** 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**.



### 13.5 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.

#### 13.5.1 Security of the Card

**13.5.2 You** must take all reasonable precautions to prevent misuse of **your Account**, any cards and **your** customer security details (this includes PINs, **Account** and card details, and other security details which can include 3D password required online transactions, security codes, 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.

Reasonable precautions may include, but are not limited to:

- signing a card as soon as **you** receive it;
- keeping **your** card apart from **your** cheques and PIN;
- keeping **your** card, cheques books safe and not allowing anyone else to use **your** card, PIN or other security details;
- 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;
- destroying the PIN advice or deleting the same from **your** mailbox immediately;
- 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;
- not choosing a PIN or security details which may be easy to guess;
- ensuring that no-one hears or sees **you** when **you** are using **your** security details or PIN;



- keeping receipts and statements safe and destroying them safely for example by shredding;
- complying with all reasonable instructions **we** issue regarding keeping **your** card, cheques, PIN and security details safe; and
- not allowing family or friends to use **your** card or PIN.

**13.5.3** 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 0207 448 1555 during **Banking Hours** and on 01606 866822 after **Banking Hours**.

**13.5.4** **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.

**13.5.5** 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.

**13.5.6** Refund

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

- the payment was made to a retailer in the **EEA**;
- the authorisation **you** gave did not specify the exact amount to be paid;
- 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

- **you** request a refund within eight weeks of the date the payment was made from **your Account**.

**13.5.8** 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,

**13.5.9** If **you** query the payment more than eight 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. Web Access Facility**

**14.1** Upon application, **we** may provide **you** or anyone authorised by **you**, web access (Net 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 anyother 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-authorized 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 Sr. Manager- IT at 32 City Road London EC1Y2BD in writing or an e-mail to [it.uk@bankofbaroda.com](mailto:it.uk@bankofbaroda.com)

**15. Changes to these General Conditions and the Specific Terms and Conditions**

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.

**15.1** We may from time to time amend **our Terms and Conditions** for the following reasons:

- if the change is favourable to **you**;
- to comply with **our** legal obligations;
- to reflect changes in general banking practice;
- to reflect regulatory changes;
- 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;
- 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.

**15.2** We will tell **you** about any other changes to these **Terms and Conditions** and when they come into effect by placing a notice with **your** statement, on **our Website** or by email or by post.

**15.3** 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.

**15.4** 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.

**15.5 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.

**15.6** Subject to condition 15.1, we may vary the Account interest rate for any one or more of the following reasons:

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;
2. to reflect any change in the Base Rate;
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;
4. to reflect any change in interest rates charged by other UK competing banks or financial institutions;
5. to reflect any changes in money market interest rates or the cost to us of money we lend;
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);
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 24 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 13 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 discovered **your** security details or is accessing **your Account** without **your** authority or **you** broke **your** obligations in condition 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 SecurityDetails 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 by law.

**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 <b>you Account</b> for:	Set-off against money owed by:
<b>You</b> only	<b>You</b>
<b>You</b> only	<b>You</b> and x
<b>You</b> and x	x
<b>You</b> and x	<b>You</b>

**18.3** We will tell **you** at least seven 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.

20.2 **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 month of opening it.

20.3 **We** may end these **Terms and Conditions** (terminating **our** relationship with **you** or any **Account** or service under it):

20.3.1 by writing to **you** and giving **you** two months' notice; or otherwise

20.3.2 immediately if:

- **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); or

20.3.3 **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** or 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.



- 20.4** We may close or suspend an **Account** or stop providing a service if:
- 20.4.1** **You** are not eligible (or no longer eligible) for an **Account** or service; or
  - 20.4.2** **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 16 under inactive **Accounts**).
- 20.5** 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**.
- 20.6** 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:
- 20.6.1** 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**;
  - 20.6.2** 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
  - 20.6.3** return anything that belongs to **us** or that **we** have given **you**, such as cards and unused cheques (cutting both up before sending them).
- 20.7** 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.
- 20.8** 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.
- 20.9** 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.



**20.10** 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 18 or, if **you** have broken these **Terms and Conditions**, any direct loss of **ours** as a result.

**20.11** After these **Terms and Conditions** end, **we** will keep **our** rights to use money between **Accounts** under condition 18 (set off) and any rights **we** have under general law; and condition 18 will continue to apply.

## **21. Death**

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.

If the **Account** is in the joint names, it will continue in the name(s) of the survivor(s) in accordance with condition 3.5.

## **22. Transferring rights or obligations under these Terms and Conditions**

**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. 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

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:

- **we** are legally required to disclose;
- **we** have a public duty to disclose;
- **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;
- the disclosure is made with **your** consent;
- this is as set out in condition 24 below;
- this is as set out in **our** Privacy Policy.

### 24. Data Protection

Bank of Baroda is a data controller registered with the Information Commissioner under number Z4631489.

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** 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**.

**24.2 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 behaviour 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.

**24.3 Use of Your Information for Marketing Purposes**

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**. **If you do not want us to contact you about such products and services please let us know by [writing to us at [our Group Control Office and 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:

- other companies within the Bank of Baroda group of companies (which means **our** subsidiaries;
- **our** partners and 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;
- anyone to whom **we** may transfer **our** rights and/or obligations under any agreement **we** have with **you**;





- any third party as a result of any restructure, sale or acquisition of any company within the Bank of Baroda group of companies;
- **your** advisers (including but not limited to accountants, lawyers or other professional advisors) where authorised by **you**;
- credit reference agencies and fraud prevention agencies;

where **we** have a duty to do so, or if law or regulation allows **us** to do so.

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

## **24.5 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 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.

## **24.6 Credit Reference Agencies and Fraud Prevent Agencies**

**24.6.1** **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.

**24.6.2** 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:

- **you** make a joint application;
- **you** advise **us** of a financial association with another person; or
- if the credit reference agencies have existing linked or “associate” records.



**24.6.3** 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”.

**24.6.4** 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. **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 [our Group Control Office and London Main Office, 32 City Road, London EC1Y 2BD] if **you** want to receive details.

#### **24.7 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 and London Main Office, 32 City Road, London EC1Y 2BD or emailing us at [info.uk@bankofbaroda.com](mailto: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**.

#### **24.8 Where to find further information**

Please visit **our Website** to see **our 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 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 write 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**.

**27.2** **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 OmbudsmanServices

South Quay Plaza

183 Marsh Wall

London E14 9SR

(Tel 0845 080 1800)

**28. Details about us and our Regulator**

Bank of Baroda is established in the UK with company number BR002014 at 32 City Road, London EC1Y 2BD. This is **our** UK head office. We are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Our authorization number is 204624 which can be checked on the Financial Services Register at [www.fca.org.uk](http://www.fca.org.uk). Bank of Baroda is a member of the Financial Services Compensation Scheme and the Financial Ombudsman Service

**28.1** **You** can write to **us** at Bank of Baroda, 32 City Road, London EC1Y 2BD . Tel 0207 457 1515. Email [info.uk@bankofbaroda.com](mailto:info.uk@bankofbaroda.com)

**28.2** To find out about current interest rates or exchange rates please call 0207 457 1515 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**.



**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) please call us on 0500 40 50 60 refer to the FSCS website (<http://www.fscs.org.uk/>) or call 020 7741 4100 or 0800 678 1100. 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.



**बैंक ऑफ़ बड़ौदा Bank of Baroda**

**Branches**

**London Main Office**

**32 City Road, London EC1Y 2BD**

**+44(0)20 7457 1515**

**[Sma.uk@bankofbaroda.com](mailto:Sma.uk@bankofbaroda.com)**

**Aldgate Branch**

**128 Commercial Road, Aldgate East, London E1 1NL**

**+44(0)20 7480 7577**

**[kilbur@bankofbaroda.com](mailto:kilbur@bankofbaroda.com)**

**Southall Branch**

**86 The Broadway, Southall, Middlesex UB1 1QD**

**+44(0)20 8574 1324**

**[southa@bankofbaroda.com](mailto:southa@bankofbaroda.com)**

**Wembley Branch**

**2 Ealing Road, Wembley, Middlesex HAO 4TL**

**+44(0)20 89027407**

**[brent@bankofbaroda.com](mailto:brent@bankofbaroda.com)**

**Kenton Branch**

**213 Kenton Road, Harrow, Middlesex HA3 OHD**

**+44(0)20 8909 1739**

**[Kenton@bankofbaroda.com](mailto:Kenton@bankofbaroda.com)**

**Tooting Branch**

**39 Upper Tooting Road**

**Tooting**

**London SW17 7TR**

**+44 (0) 20 8767 6469**

**[streat@bankofbaroda.com](mailto:streat@bankofbaroda.com)**



**बैंक ऑफ़ बड़ौदा Bank of Baroda**

**Birmingham Branch**

173/175, Soho Road  
Handsworth  
Birmingham B21 9SU

+44 (0) 121 523 5973

[handsw@bankofbaroda.com](mailto:handsw@bankofbaroda.com)

**Manchester Branch**

50 Swan Street  
Manchester M4 5JU

+44 (0) 161 832 5588

[manche@bankofbaroda.com](mailto:manche@bankofbaroda.com)

**Leicester Branch**

59A Belgrave Road  
Leicester  
LE4 6AS

+44 (0) 116 266 3970

[leices@bankofbaroda.com](mailto:leices@bankofbaroda.com)

**Iford Branch**

**Iford**

171 Iford Lane,  
Iford,  
Essex, IGI 2RT

**Gen.** : +44 (0) 20 8514 8609

**Fax** : +44 (0) 20 85531333

[ilfoln@bankofbaroda.com](mailto:ilfoln@bankofbaroda.com)